

## CLINICAL PLACEMENT AGREEMENT

**THIS AGREEMENT** effective the 1<sup>st</sup> day of May, 2017

**BETWEEN:**

{**EDUCATIONAL INSTITUTION**, corporate nature of educational institution} with offices at {address for notices} the City of {City} in the Province of Saskatchewan (hereinafter called the “Educational Institution”)

-and-

{**OPERATOR OF HEALTH FACILITY**, corporate nature of health facility} with offices at {address for notices} the City of {City} in the province of Saskatchewan (hereinafter called the “Agency”)

**WHEREAS** the Educational Institution requires Clinical Education Learning Experiences, Clinical Research Experiences and Technical Skills Experiences for health sciences Academic Programs listed on Schedule “A” as amended or replaced from time to time (herein the “Learning Experiences”);

**AND WHEREAS** the Agency acknowledges the benefit arising from the participation of Students in Learning Experiences based at Agency Facilities or programs;

**AND WHEREAS** the Parties wish to set out the terms and conditions under which opportunities for Learning Experiences may be provided at Agency Facilities or programs for Students of the Educational Institution;

**NOW THEREFORE**, in consideration of the mutual terms, covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1 - INTERPRETATION**

1.1 Unless the context otherwise requires, the following terms shall have the definitions set out below and grammatical variations of such terms shall have corresponding meanings:

- a) **Academic Program** means one or more of the Educational Institution’s health sciences programs listed on Schedule “A”, as Schedule “A” may be revised or replaced from time to time by written agreement of the proper signing officers of the Parties;
- b) **Administrative Head** means the Dean, Associate Dean, Executive Director or other lead decision making authority in an academic program.
- c) **Affiliation Agreement** means the written agreement between two organizations that defines and governs the affiliate relationship.
- d) **Agency Facilities** means facilities that are operated or occupied by the Agency;

- e) **Agency Representative** means an employee, contractor or other representative acting on behalf of the Agency who is designated by the Agency and whose assigned duties are to carry out some or all of the responsibilities of the Agency Representative referred to in this Agreement;
- f) **Agency rules, policies and procedures** means standards of practice and workplace conduct, requirements as to Confidential and Personal Information, code of ethics and other Agency rules, policies and procedures that apply to the Agency;
- g) **Clinical Education Learning Experience** means a Learning Experience that is a Practicum to enable the Student to develop clinical and technical skills to meet the educational objectives of the Curriculum of the Academic Program in which they are registered;
- h) **Clinical Research Experience** means activities conducted at or through Agency Facilities or programs associated with inquiry that leads to analysis and conclusions for the purposes of Students' undergraduate work or graduate work in Academic Programs;
- i) **Confidential Information** means all non-public Information that the Agency considers confidential. This includes but is not limited to:
  - i. Personal Health Information or information related to the personal affairs or medical conditions and treatment of patients;
  - ii. Personal Information about employees;
  - iii. Business and operational information of the Agency.

**Confidential information** does not include data or material that:

  - i. Is available in the public domain;
  - ii. Was already in the possession of the receiving Party at the time of disclosure by the disclosing Party
  - iii. Is acknowledged in writing by the Party who provided it to not constitute Confidential Information; or
  - iv. Is disclosed by the receiving Party with written permission of the disclosing Party;
- j) **Curriculum** refers to the means and materials with which students interact for the purpose of achieving education outcomes established by their Academic Program to meet academic, accreditation, professional and regulatory requirements of their discipline as reflected in current clinical practice;
- k) **Educational Institution Representative** means the faculty member, employee, contractor or other representative acting on behalf of the Educational Institution whose assigned duties are to carry out some or all of the responsibilities of the Educational Institution Representative referred to in this Agreement;
- l) **Instructor** means a faculty member or other qualified instructor employed or retained by the Educational Institution designated by the Administrative Head to attend at Agency Facilities or programs to facilitate a Practicum experience for a Student;
- m) **Particulars** mean the terms and conditions of Learning Experiences negotiated and confirmed in writing pursuant to section 3.6;
- n) **Parties** mean the Educational Institution and the Agency;

- o) **Party** means the individual Educational Institution or the Agency;
- p) **Patient** means the individual person receiving health care services from the Agency and is an all-inclusive term that includes clients, residents or other similar terms.
- q) **Personal Health Information** means pursuant to HIPA, with respect to a patient, whether living or deceased:
  - i. information with respect to the physical or mental health of a patient;
  - ii. information with respect to any health service provided to a patient;
  - iii. information with respect to the donation by the patient of any body part or any bodily substance of the patient or information derived from the testing or examination of a body part or bodily substance of the patient;
  - iv. information that is collected: (A) in the course of providing health services to the patient; or (B) incidentally to the provision of health services to the patient; or
  - v. registration information;
- r) **Personal Information** means pursuant to FOIP and LAFOIP, personal information about an identifiable individual that is recorded in any form that includes, but is not limited to, religion, marital or family status, race, sexual orientation, personal opinions or home address;
- s) **Practicum** means a Clinical Education Learning Experience which occurs at Agency Facilities or programs through education and mentoring and under the supervision of either an Instructor or a Preceptor;
- t) **Preceptor** means a qualified healthcare professional employed or retained by the Agency designated by the Agency to attend at Agency Facilities or programs to facilitate a Practicum experience for a Student;
- u) **Privacy Laws** mean Saskatchewan legislation pertaining to confidentiality of information including but not limited to *The Local Authority Freedom of Information and Protection of Privacy Act*, *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act* and Regulations under such statutes;
- v) **Representatives of the Parties** means the Agency Representative and the Educational Institution Representative;
- w) **Student** means a duly registered student of the Educational Institution;
- x) **Technical Skill Experiences** mean Learning Experiences provided at Agency Facilities or programs through which Students are mentored and instructed in the operation, administration and/or business practices of the Agency to enable Students to meet the educational objectives of the Curriculum of the Academic Program in which they are registered.

1.2 Where the context so requires, a reference to masculine gender includes the other or neutral gender, a reference to a singular number means the plural, and vice versa. The words “including”, “included” or “include” shall not limit the generality of the matter that precedes them. References to a statute, regulation or other legal enactment include all of its amendments and re-enactments.

- 1.3 The article and section headings used in this Agreement are for convenience of reference only and shall not be considered in its interpretation.
- 1.4 Notwithstanding any rule or maxim of construction to the contrary, any ambiguity in this Agreement will not be construed against either Party by reason of its authorship of all or any part of this Agreement.

## **ARTICLE 2 -TERM AND TERMINATION**

- 2.1 This Agreement shall be effective from May 1<sup>st</sup>, 2017 and shall continue until terminated either by mutual agreement or upon the giving of 12 months notice by one Party to the other. Notwithstanding termination, unless otherwise agreed in writing by the Representatives of the Parties, completion of all Learning Experiences confirmed by Particulars before the termination date shall be permitted and facilitated and all terms of this Agreement shall continue to apply in respect of those confirmed Learning Experiences.
- 2.2 This agreement pertains to students in an educational program listed in Schedule A, on or after May 1<sup>st</sup>, 2017.
- 2.3 In the manner provided in section 2.1, Learning Experiences for specific Academic Programs may be discontinued by either Party without terminating this Agreement.
- 2.4 Any terms of this Agreement which, by their nature, are intended to survive the termination of this Agreement shall continue in full force and effect after termination, including but not limited to indemnification and confidentiality obligations.
- 2.5 Notwithstanding sections 2.1 and 2.3, if notice of termination is given by the Agency that would terminate Learning Experiences for Students:
  - (a) the Parties agree to enter into good faith negotiations with a view to arriving at terms to continue such Learning Experience opportunities;
  - (b) either Party may request participation of the Saskatchewan Academic Health Sciences Network which, in turn, will determine the appropriate participation by the provincial government and the appointee of government, if any, shall be allowed to participate fully in the negotiations; and
  - (c) if the Parties are not able to conclude the terms under which such Learning Experience opportunities can continue, this Agreement shall continue to bind the Parties and apply to the Academic Program until all students who were registered in the affected Academic Program at the date that notice of termination would otherwise take effect have completed the last year of that Academic Program.

## **ARTICLE 3 - REPRESENTATIVES OF THE PARTIES**

- 3.1 The Educational Institution shall appoint one or more Educational Institution Representatives and the Agency shall appoint one or more Agency Representatives for the Academic Programs and the Administrative Head and Agency may alter, delete and add to such

appointments from time to time. Each Party shall give notice to the other of the contact information of its current appointees.

- 3.2 The Representatives of the Parties will be available at reasonable times to fulfill their respective responsibilities which shall include conferencing regularly regarding matters relevant to the planning and implementation of Learning Experiences and the enhancement of Learning Experiences. This may include evaluation of the effectiveness of Learning Experiences from the perspective of the Parties and Students. The Representatives of the Parties shall participate in any established Learning Experience committees and such other committees as the Parties may deem appropriate to establish.
- 3.3 The Representatives of the Parties shall provide current contact information to facilitate ease of communications and they shall maintain communication to ensure:
  - (a) issues are addressed as they arise to facilitate successful completion of Learning Experiences;
  - (b) appropriate responses are provided to inquiries or concerns pertaining to Learning Experiences;
  - (c) activities of Learning Experiences are consistent with the Curriculum and objectives of Learning Experiences are being met; and
  - (d) evaluation of learners by Agency staff and/or Preceptors are completed and submitted to the Educational Institution when required.
- 3.4 As may be necessary, the Educational Institution Representative shall provide advice to the Agency Representative and Preceptors regarding Curriculum and learning objectives of each Learning Experience. Each Representative of the Parties will be receptive to advice from the other in regard to the appropriateness of proposed Learning Experience activities.
- 3.5 Agency Representatives may attend Preceptor/Instructor orientation and communicate and provide Preceptors/Instructors with such guidance as deemed appropriate.
- 3.6 The Representatives of the Parties will confirm by mutual agreement such general matters and details relevant to the implementation of Learning Experiences (herein, "Particulars") and may add to or amend the Particulars from time to time. Particulars that are not in writing or are inconsistent with this Agreement are null and void. Particulars may include such matters as follows:
  - (a) any nominees of the Representatives of the Parties who may be responsible to implement any part of Learning Experiences;
  - (b) selection criteria for Preceptors and/or the identity of Preceptors if the Educational Institution requires such rights to be reserved;
  - (c) components and learning objectives of Learning Experiences that will guide the selection of training experiences such as clinical skills list;
  - (d) form and/or schedule for the Agency reporting Student attendance;
  - (e) nature, form and/or schedule for the Agency to provide input respecting evaluation of Student performance, such as log of Student clinical experiences;
  - (f) a mutually agreed-upon period of notice and confirmation to be provided whenever reasonably practicable before a planned Learning Experience starts;
  - (g) duration of specific Learning Experiences which may include dates and hours;
  - (h) numbers of Students, Instructors and Preceptors who may utilize facilities or programs that are operated or occupied by the Agency (herein "Agency Facilities") at any given time;
  - (i) specific Agency Facilities and resources required for the Learning Experiences; and

- (j) desirable Agency staff/Student ratio for Learning Experiences involving more than one Student.
- 3.7 The representatives of the parties shall take necessary steps to ensure review of this agreement as needed and at least every two years.

## **ARTICLE 4- EDUCATIONAL INSTITUTION RESPONSIBILITIES**

4. The Educational Institution agrees as follows:
- 4.1 **Registered:** to offer Learning Experiences only to those Students who are duly registered in an Academic Program;
  - 4.2 **Workers' Compensation:** before a Learning Experience starts, the educational institution must arrange for the Student to sign the Work-Based Learning and Consent Agreement or other form required to verify that activities of the Student during the Learning Experience are within the scope of *The Workers' Compensation Act, 1979* (Saskatchewan) and the provisions of Schedule B shall apply;
  - 4.3 **Qualified:** to designate qualified Instructors who hold appropriate licensure to practice in the field of instruction for the Academic Program of the Student to carry out the duties referred to in section 6.1;
  - 4.4 **Learning Experience Activities:** before commencement of a Learning Experience, to direct Students and Instructors as to the following:
    - (a) such specific matters as may be requested by the Agency in writing;
    - (b) to use Agency Facilities only at the times and to the extent permitted by the Particulars and this Agreement;
    - (c) to become aware of and uphold Agency rules, policies and procedures and Privacy Laws concerning Confidential and Personal Information and to not copy, alter, interfere with, destroy, or remove Confidential or Personal Information from Agency Facilities except as permitted by Agency rules, policies and procedures and if directed by an authorized representative of the Agency;
    - (d) to attend such orientation as the Agency may deem necessary for the effective functioning of Students/Instructors in Agency Facilities;
    - (e) to execute tasks assigned during Learning Experiences in a manner that causes the least disruption reasonably possible to the therapeutic care of patients of the Agency and protects their well-being; and
    - (f) to respect the right of any patient who chooses not to participate in the Learning Experience;
  - 4.5 **Agency Eligibility Criteria:** to advise Students and Instructors of the Agency's preconditions to participation where such preconditions have been communicated by the Agency to the Educational Institution such as recommended immunizations, a signed confidentiality agreement, satisfactory criminal record check, and training as required by the Agency as stipulated in the attached schedules;
  - 4.6 **Orientation:** to provide Agency staff and Preceptors with such information and orientation

regarding Learning Experiences as the Educational Institution Representative may consider appropriate;

- 4.7 **Monitoring and Mentoring:** through its Educational Institution Representative and other staff, to monitor and mentor Students during Learning Experiences either in person, by telephone or electronic or written communication as deemed appropriate by the Educational Institution for the type of Learning Experiences and level of Students and to monitor Learning Experiences in relation to Curriculum and program goals.

## ARTICLE 5 - AGENCY RESPONSIBILITIES

5. The Agency agrees as follows:

- 5.1 **Access to Agency Facilities:** to make Agency Facilities available of a type and standard required for Learning Experiences, including provision of relevant patient information, to the extent permitted by its human and financial resources and the need to ensure the safety, care, privacy and confidentiality rights of patients and to permit Students to function in Agency Facilities to fulfill Learning Experiences;
- 5.2 **Particulars of Agency Facilities:** as may be expressed in Particulars, to permit:
- (a) access to Agency Facilities by Students and Instructors;
  - (b) under appropriate supervision, to permit access to clinical areas for Learning Experiences and the educational use of instrumentation, equipment and supplies commonly available within the Agency, including protective clothing where required by the Agency; and
  - (c) access to Agency office, classroom, conference rooms, laboratory, library facilities, change areas, lockers, parking and cafeteria facilities, computers, telephones and facsimile machines;
- 5.3 **Reasonable Access:** if section 5.2 does not apply, the Agency will permit access to Agency Facilities to the extent reasonably required to enable the Student to complete his/her Learning Experience;
- 5.4 **Cancellation:** if the use of a room or other specific Agency facility booked for the purposes of a Learning Experience must be cancelled due to Agency unavoidable priority requirements, whenever practicable, the Agency will give at least one (1) week's notice of cancellation and will take reasonable steps to minimize the impact of such cancellation;
- 5.5 **Eligibility Criteria:** to advise the Educational Institution of its preconditions to participation of Students/Instructors, as referred to in section 4.5 and the attached schedules. A Student who verifies that he/she holds a valid and relevant educational license from a regulatory body, shall not be required by the Agency to demonstrate the same criteria that were required to obtain the license;
- 5.6 **Orientation:** to provide Students and Instructors with such orientation as it deems appropriate, such as information concerning the Agency's administrative structure and facilities and Agency rules, policies and procedures relevant to the Learning Experience;
- 5.7 **Learning Experience Activities:** to provide an appropriate patient caseload for each Student

depending on availability, the need of the Student for experience, his/her abilities and Particulars; to direct and supervise Students engaged in Learning Experiences at Agency Facilities (for an Instructor-led Practicum, this is done in consultation with Instructor); and, to permit the monitoring and mentoring referred to in section 4.7;

- 5.8 **Qualified:** to designate qualified Preceptors who hold appropriate licensure to practice in the field of instruction for the Academic Program of the Student to carry out the duties referred to in section 6.2, and if required by Particulars, to designate Preceptors approved by the Educational Institution Representative. The Agency agrees to be guided in its selection of Preceptors by considering the following:
- (a) uses problem-solving skills when planning and delivering patient care and services;
  - (b) uses effective communication skills when interacting with others;
  - (c) maintains safety for patients, self and others; and,
  - (d) criteria as may be specified in Particulars;
- 5.9 **Evaluation:** to collaborate with the Educational Institution in the evaluation of Students using such form and schedule specified in the Particulars, if any.

## **ARTICLE 6- MUTUAL AGREEMENTS**

- 6.1 **Instructor-led Practicum:** Where approved pursuant to Particulars, an Instructor designated by the Administrative Head shall attend at Agency Facilities or programs to direct, supervise, mentor and evaluate Students during a Practicum, to guide the selection of Clinical Education Learning Experiences in relation to the Curriculum and in keeping with Particulars, and to provide the Student with feedback throughout the Practicum.
- 6.2 **Preceptor-led Practicum:** Except as provided by section 6.1, a Preceptor designated by the Agency shall attend at Agency Facilities or programs to direct, supervise, mentor and, subject to section 6.3, evaluate Students during a Practicum, to guide the selection of Clinical Education Learning Experiences in relation to the Curriculum and in keeping with Particulars and to provide the Student with feedback throughout the Practicum.
- 6.3 **Curriculum and Evaluation:** The Educational Institution is ultimately responsible for the Curriculum and Student evaluation. The Educational Institution will use the input provided by Preceptors and other Agency staff in evaluating Student performance during Learning Experiences. In circumstances deemed in the sole discretion of the Educational Institution to be justified, the Educational Institution may require the termination of a Student's Learning Experience.
- 6.4 **Clinical Research:** The Educational Institution will not permit dissemination or publication of any clinical research without prior consent of the Agency, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, student may participate in Clinical Research in accordance with the appropriate professional and legal standards (as per the Use and Disclosure of Research section of The *Health Information and Protection Act*) to further Students' academic standard including uses in theses, case studies, Student discussions, papers, research work and other similar academic activities.

- 6.5 **Eligibility Criteria:** Educational Institutions will collect information from Students as to the Agency's preconditions to participation referred to in section 4.5 and attached schedules. It is the Educational Institutions' responsibility to collect and manage this information to ensure the Agency's requirements are met. The Agency may request proof that a requirement has been met.
- 6.6 **Right to Intervene:** While the Agency agrees to permit and participate in Learning Experiences pursuant to this Agreement, the delivery of health care services is its primary and overriding responsibility and its obligations under this Agreement shall be subject thereto at all times. The Agency shall have the right to intervene in those instances where a Student or Instructor may be functioning in a manner considered by the Agency to prejudice the well-being of any patient or to be contrary to Agency rules, policies or procedures. The Student will not be expected to perform a task unless it might reasonably be expected to be within the scope of the training and ability of an average Student at a stage similar to the Student's level of training.
- 6.7 **Agency Control:** As a condition of participating in the Learning Experiences, Students and Instructors must comply with the requirements of this Agreement, reasonable directives of the Agency, and Agency rules, policies and procedures. If a Student or Instructor fails to do so, the Agency may refuse the said Student or Instructor access to Agency Facilities and may require termination of the Learning Experience for that Student. The Agency has complete control of Agency Facilities and resources at all times and retains overall responsibility for the care and safety of patients. Therefore, in addition to the foregoing, in circumstances deemed in the sole discretion of the Agency to be justified, the Agency may bar a Student, Instructor or other person from the Educational Institution from accessing Agency Facilities, Personal Health Information or Personal Information.
- 6.8 **Student Performance Issues:** If issues arise concerning the performance of a Student during a Learning Experience, a plan shall be developed to assist the Student to meet the goals of the Learning Experience. If reasonable efforts to carry out the plan are not successful, the Agency may recommend discontinuation of the Learning Experience for that Student.
- 6.9 **Completion of Learning Experiences:** The Parties shall use reasonable efforts to ensure that Learning Experiences arranged for specific Students which have been approved by Particulars are completed in accordance with their terms. Whenever reasonably practicable, the Agency will terminate specific Learning Experiences under section 6.7 or 6.8 only after notice to and consultation with the Educational Institution Representative. If there is a change of circumstances and, notwithstanding reasonable efforts of the affected Party, the affected Party considers it necessary to cancel a specific Learning Experience, it will provide immediate notice to the other, and will take reasonable steps to minimize the impact of such cancellation.
- 6.10 **Force Majeure Suspension:** If circumstances reasonably beyond the control of the Agency arise such that the continued provision of Agency Facilities under this Agreement would substantially interfere with the Agency's primary duty of care to patients, such as community disaster, fire or job action by employees of the Agency, the Agency reserves the right to suspend performing its obligations under this Agreement until such time as the Agency determines that Agency Facilities are again suitably available for use.
- 6.11 **Preference:** The Educational Institution acknowledges that this Agreement does not grant

any exclusive right to use Agency Facilities for Learning Experience. The Agency agrees to give preference and priority to the provision of Learning Experiences for students of Saskatchewan academic programs.

- 6.12 **No Employment/Contractor Relationship:** Nothing in or pursuant to this Agreement or Particulars shall be construed to create an employment or contractor relationship between any Student or Instructor and the Agency and nor will Students be regarded by the Agency as replacements for Agency staff. Students are not entitled to remuneration by the Agency but may be entitled to earn credit toward completion of Academic Programs as the Educational Institution, in its sole discretion, may determine. Notwithstanding the foregoing, a Student or Instructor may be directly engaged or employed by the Agency through a separate agreement.
- 6.13 **Relationship of the Parties:** Nothing in this Agreement is intended and nor shall it be interpreted or operate to create an agency, partnership, joint venture, joint enterprise or fiduciary relationship between the Parties and neither Party shall represent or hold itself out as such. Neither Party shall have any authority to act for the other or to assume any obligations or responsibility on behalf of the other except as may be expressly provided in this Agreement to the contrary.
- 6.14 **Financial Costs:** Recognizing the mutual benefits arising from investing in the successful completion of Academic Programs by Students, neither Party will require or seek to obtain financial gain from Learning Experiences. Neither Party shall be responsible for any financial costs incurred by Students during the course of Learning Experiences.
- 6.15 The parties agree to abide by the policies and procedures outlined in Schedules B through N and any other Schedules agreed to from time to time.
- 6.16 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the Parties hereby expressly attorn to the jurisdiction of the courts of Saskatchewan for enforcement thereof.

## **ARTICLE 7 - INDEMNIFICATION**

- 7.1 Each of the Agency and the Educational Institution will indemnify and save harmless the other Party, its employees, directors, officers, students and agents from and against any and all liabilities, claims, losses, suits, actions and other proceedings, judgments, costs, damages and expenses to the extent that same may arise or occur, directly or indirectly, by reason of any negligent act or omission on the part of the indemnifying Party, its employees, directors, officers, students, volunteers or agents arising in connection with this Agreement, excepting always liability arising out of the independent negligent acts of the other Party, its employees, directors, officers or agents. Such agreement to indemnify shall survive this Agreement. Indemnification by the Educational Institution shall not extend to a student who is an employee of the Agency.
- 7.2 Each of the Agency and the Educational Institution shall report to the other, in a timely

manner, incidents arising out of this Agreement that may result in the other being named in a legal claim. The indemnified Party shall cooperate with the indemnifying Party and shall permit the indemnifying Party to conduct and direct the defence and disposition of the demands, actions, claims or costs to the extent that the indemnifying Party does not admit liability on behalf of the indemnified Party.

## **ARTICLE 8 - INSURANCE**

- 8.1 Each Party shall arrange and maintain General Liability Insurance, including Professional Liability Insurance and/or Malpractice Insurance, in an amount of not less than Five Million (\$5,000,000) dollars per occurrence covering claims brought against each for bodily injury and property damage caused by any negligent act or omission on the part of them, their employees, directors, officers, students, volunteers and agents. Each, at the request of the other, shall provide evidence of the coverage provided for in this clause. The Agency's insurance shall apply in the case of negligent act or omission of a student who is an employee of the Agency.

## **ARTICLE 9 - CONFIDENTIALITY**

- 9.1 All Confidential and Personal Information of a Party shall remain the property of the disclosing Party. Each Party agrees to maintain the security and confidentiality of, and to not disclose to any third party, Confidential or Personal Information of the other Party, including Personal Health Information of patients and Personal Information of Students, Instructors and Agency employees. Student records and other Personal Information of Students may only be disclosed if consents are provided as required by applicable Privacy Laws. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of Confidential or Personal Information of the other Party. Prior to a Party disposing of any media containing a record of Confidential or Personal Information of the other Party, the disposing Party shall ensure Confidential and Personal Information has been erased or destroyed and that a record of all such disposals is kept until all potential claims in respect of same are time-barred. As each Party is subject to laws granting access to information, notwithstanding the foregoing, disclosure of Confidential or Personal Information shall not be precluded if a Party deems it necessary to make a disclosure in accordance with the said laws or as otherwise may be required by law, provided that it first makes reasonable efforts to limit production, use and disclosure to the narrowest class practical under the circumstances and provides the other Party with prompt written notice of the request for disclosure.

## **ARTICLE 10 - COPYRIGHT**

- 10.1 No interest is granted in materials supplied by either Party for a Learning Experience. Such materials shall not be used or reproduced without prior written approval of the Party supplying

them. Any written materials produced by a Student during a Learning Experience (other than for Agency records) are not to be used or reproduced by the Agency without prior written consent of the Student.

## **ARTICLE 11 - DISPUTE RESOLUTION**

- 11.1 **Arbitration:** In the event of a dispute arising in connection with this Agreement or its interpretation or application which the Parties are unable to resolve, other than respecting the exercise by either Party of its right to terminate this Agreement or a matter to which Article 7 applies, it shall be referred to arbitration. The Party initiating the arbitration shall send written notice of request to arbitrate to the other Party. If the Parties are unable to agree on the appointment of an unbiased arbitrator, the arbitrator shall be appointed pursuant to *The Arbitration Act, 1992* on application by either Party. *The Arbitration Act, 1992* shall apply to the arbitration.

## **ARTICLE 12 - GENERAL**

- 12.1 This Agreement, its Schedules and applicable Particulars and any Affiliation Agreement that may exist between the Parties constitute the entire agreement of the Parties pertaining to the subject matter and same supersedes all negotiations, arrangements, agreements, undertakings, representations and understandings between the Parties, their representatives or other persons purporting to represent either Party, whether made before or after the execution of this Agreement, oral or written, which relate to the subject matter of this Agreement. Except as expressly permitted by this Agreement to the contrary, no amendment to this Agreement shall be effective unless in writing executed by the proper signing officers of each Party. No provision of this Agreement and no event of default by either Party will be deemed to have been waived unless the waiver is in writing signed by the proper signing officers of the Party granting the waiver.
- 12.2 The Parties agree that any Schedule may be amended or a new Schedule added with the written consent of both Parties on the Schedule without the main agreement being resigned or otherwise affected.

## **ARTICLE 13 - NOTICES**

- 13.1 In this clause "notice" shall be deemed to include any request, statement, or other writing this Agreement permits either Party to give to the other, except for the communications of Representatives of the Parties contemplated by Article 3. Any notice given under this Agreement shall be in writing and shall be deemed to be validly given, by the Agency to the Educational Institution, if delivered personally or sent by registered mail, postage prepaid, to the address for the Educational Institution first set forward above, and if given by the

Educational Institution to the Agency, delivered personally or sent by registered mail, postage prepaid, to the address for the Agency first set forward above. All notices sent by registered mail shall be deemed to have been received on the fifth day following the date of mailing as such date is shown on the Post Office receipt unless mail service is interrupted by strike, work slowdown, force majeure or other similar cause after notice is sent. In such event the Party giving notice may use another form of service and notice will not be deemed to be received until actually received. Either Party may at any time give notice in writing to the other of any change of address, and thereafter all notices shall be given to the Party at the new address so notified. Notices sent by facsimile or electronic communication shall be deemed to be received on the day the receiving Party provides written acknowledgement of receipt to the Party sending the notice. Either Party may at any time give notice to the other of any change of address, and thereafter all notices shall be given to the Party at the new address.

#### **ARTICLE 14 – COUNTERPARTS**

- 14.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together constitute one and the same Agreement. Agreements transmitted electronically and electronic signatures on documents shall be considered to be as effective and binding as original documents and original signatures.

IN WITNESS WHEREOF this Agreement is executed on behalf of the Educational Institution by the hands of its duly authorized signing officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

{NAME OF EDUCATIONAL INSTITUTION}

Per: \_\_\_\_\_ Printed name

Per: \_\_\_\_\_ Printed name

IN WITNESS WHEREOF this Agreement is executed on behalf of the Agency by the hands of its duly authorized signing officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

{NAME OF AGENCY}

Per: \_\_\_\_\_ Printed name

Per: \_\_\_\_\_ Printed name

## **SCHEDULE A (regional colleges and private schools)**

This agreement includes the programs listed below as well as any additional Health Science Program administered or brokered at the Educational Institution that involves students entering the Agency for the purpose of a practice education placement.

- Practical Nursing
- Continuing Care Aide
- Health Care Aide
- Health Information Management
- Addictions
- Social Work
- Mental Health and Wellness
- Paramedic

### **University of Saskatchewan**

- Dentistry
- Kinesiology
- Undergraduate Medicine (MD)
- Nursing
- Master of Nursing – Nurse Practitioner program and Post-Graduate Nurse Practitioner Certificate
- Clinical Psychology
- Pharmacy
- Nutrition
- Physical Therapy
- Public Health
- College of Graduate Studies and Research
- Veterinary Medicine

### **University of Regina**

- Clinical Psychology
- Nursing
- Social Work
- Kinesiology

## **Saskatchewan Polytechnic Programs**

### **School of Nursing**

- Bachelor of Psychiatric Nursing
- Collaborative Nurse Practitioner Program (CNPP): Master of Nursing (Nurse practitioner)
- Continuing Nursing Education courses
- Critical Care Nursing
- Diabetes Education Program for Health Care Professionals
- Diabetes Education Program for Health Care Providers
- Emergency Nursing
- Medical Device Reprocessing Technician
- Nursing Re-entry
- Occupational Health Nursing
- Orientation to Nursing in Canada for Internationally Educated Nurses
- Perioperative Nursing LPN
- Perioperative Nursing RN
- Practical Nursing
- Psychiatric Nursing
- Saskatchewan Collaborative Bachelor of Science in Nursing (SCBScN)

### **School of Health Sciences**

- Addictions Counseling
- Advanced Care Paramedic
- Combined Laboratory and X-ray Technology
- Community Paramedic
- Continuing Care Assistant
- Cytotechnology
- Dental Assisting
- Dental Hygiene
- Health Information Management
- Medical Laboratory Assistant
- Medical Laboratory Technology
- Medical Radiologic Technology
- Mental Health and Addictions Worker
- Pharmacy Technician
- Phlebotomy
- Primary Care Paramedic
- Therapeutic Recreation

### **School of Human Services and Community**

- Funeral Service
- Occupational Health and Safety
- Rehabilitation Worker
- Youth Care Worker

### **School of Hospitality and Tourism Programs**

- Food and Nutrition Management
- Recreation and Community Management

## **SCHEDULE B: Worker's Compensation Board (WCB)**

### **1. PURPOSE:**

- 1.1 To ensure that all students enrolled in Saskatchewan post-secondary education programs are covered within the terms of Saskatchewan Workers Compensation Board (WCB) legislation before entering a clinical placement in any Regional Health Authority (RHA) in Saskatchewan or the Saskatchewan Cancer Agency (SCA).

### **2. POLICY:**

- 2.1 The Saskatchewan Ministry of Advanced Education has entered into a memorandum of understanding (MOU) with the Workers' Compensation Board that provides WCB coverage to registered students participating in unpaid work-based learning assignments subject to specific terms and conditions. Details of this arrangement can be found in the Saskatchewan Workers' Compensation Board Policy Manual in section *1.9 Coverage –Students in Work-based Learning Assignments (POL 12/2012)* available at <https://www.wcbsask.com/wp-content/uploads/2013/11/PolicyManual.pdf>

Students enrolled in Saskatchewan post-secondary educational programs and doing their placements in Saskatchewan will be covered regardless of whether they are out of province residents (e.g. Alberta) or Saskatchewan residents. This policy does not pertain to students enrolled in out of province programs. This policy does not pertain to students in Saskatchewan programs when out of province for clinical placement.

- 2.2 All students participating in a clinical placement must complete the *Work-based Learning Consent and Agreement* prior to starting a placement. The *Work-based Learning Consent and Agreement* form must be completed once during the student's program for each RHA/SCA in which a student will be placed. The educational institutions will collect and retain the agreement forms for the duration of the student's program.
- 2.3 In the event of a student injury while at a clinical placement the RHA/SCA and educational institution should follow the procedures outlined in the *Student Participant Placement Injury* section of the Government of Saskatchewan website found at: <https://www.saskatchewan.ca/government/education-and-child-care-facility-administration/services-for-post-secondary-educational-institutions/student-participant-placement-injury>. Procedures and related consent and claim forms are available on the website.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- In the event of an injury, report the injury to the educational institutions work placement coordinator immediately.

#### **3.2 Educational Institutions will:**

- Inform students regarding procedures and related consent and claim forms for workers' compensation.
- Retain original signed *Work-based Learning Consent and Agreement* forms.
- In the event of an injury, ensure the injury is reported to WCB using the *Employer's Initial Report of Injury (E1) Form* within 3 days of injury.
- Complete the W1 form as soon as possible and submit to WCB.

### 3.3 Students will:

- Submit signed *Work-based Learning Consent and Agreement* forms to their educational institution prior to clinical placements for each health authority in which they will be placed.
- Report injuries incurred during a placement immediately to their host RHA/SCA and to their immediate instructor and program.

## 4. CONSEQUENCES:

- 4.1 Students will not be able to start a clinical placement until their consent and agreement form is signed and returned to their educational institution.

## REFERENCES:

Government of Saskatchewan. Student Participant Placement Injury website. Available at: <https://www.saskatchewan.ca/government/education-and-child-care-facility-administration/services-for-post-secondary-educational-institutions/student-participant-placement-injury>

Saskatchewan Worker's Compensation Board. *Saskatchewan Worker's Compensation Policy Manual*. Revised 01 June 2016. Available at: <https://www.wcbask.com/wp-content/uploads/2013/11/PolicyManual.pdf>

## **SCHEDULE C: Workplace Hazardous Materials Information System (WHMIS)**

### **1. PURPOSE:**

- 1.1 To create a standard for WHMIS education for all post-secondary students participating in clinical placements in any Saskatchewan Regional Health Authority (RHA) /Saskatchewan Cancer Agency(SCA). WHMIS education promotes the health and safety of students as well as the health and safety of patients and staff.

### **2. POLICY:**

- 2.1 The RHA/SCA will provide direction and supervision to students before exposure to new or unfamiliar procedures, substances or equipment.
- 2.2 Students participating in a clinical placement must successfully complete the most current WHMIS training within the year previous to their first clinical placement, and provide proof of completion to their Educational Institution prior to clinical placement.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Ensure students are oriented to the location of the MSDS binder(s) or on-line manual which must contain information regarding controlled products/hazardous materials in each department or work area to which they are assigned during their clinical placement experience.
- Ensure that students are instructed in the risks and hazards, the handling, safe use, disposal and storage of the controlled product/hazardous materials and that the students understand and can apply the proper procedures when handling the product.
- Ensure that students are provided with and wear the appropriate personal protective equipment (PPE) and know how to use it properly when working with, or in proximity of, controlled products/hazardous materials.
- Ensure that controlled products/hazardous materials purchased and used by the RHA/SCA are appropriately labeled and a Material Safety Data Sheet accompanies them.
- Provide students direction and education regarding facility policy in the case of adverse events.
- Ensure that all students comply with WHMIS regulations and the safe work practices/procedures and policies implemented by the RHA/SCA.

#### **3.2 Educational Institutions will:**

- Ensure all students receive general WHMIS training, no older than one year, prior to initial clinical placement. This training may be provided by the RHA/SCA if arranged in advance with the RHA/SCA and if the training is completed prior to entering clinical areas.
- Will track and provide confirmation of completion of pre-clinical WHMIS education to RHA/SCA upon request.

### 3.3 Students will:

- Come to clinical placements having successfully completed WHMIS training
- In consultation with the on-site faculty and/or site supervisor:
  - Select and use appropriate personal protective equipment when working with controlled products. Follow all safe work place practices when working with controlled products/hazardous materials.
  - Understand how to read and interpret supplier labels and hazard symbols.
  - Know where the MSDS information (binder or on-line) is located and how to interpret/understand them.
- Report to on-site faculty and site supervisor any unusual or unsafe situations within the placement department.

### 4. CONSEQUENCES:

- 4.1 Students will not be allowed to begin their clinical placement until their pre-clinical WHMIS training has been completed.

### 5. REFERENCES:

Government of Saskatchewan. *The Occupational Health and Safety Regulations*, 1996. Available at <http://www.publications.gov.sk.ca/details.cfm?p=677>

Government of Saskatchewan. *The Occupational Health and Safety Act*, 1993. Available at <http://www.publications.gov.sk.ca/details.cfm?p=743>

## **SCHEDULE D: Respirator Fit Testing**

### **1. PURPOSE:**

- 1.1 To establish consistent recommendations for respirator fit testing for all post-secondary students in all Regional Health Authorities (RHA)/Saskatchewan Cancer Agency (SCA).

A proper fitting respirator helps to ensure the health and safety of patients as well as the protection of students participating in a clinical placement.

### **2. POLICY**

- 2.1 This policy pertains to clinical placements requiring respirators.
- 2.2 If a student cannot be fitted for a respirator then they cannot enter any clinical placement area requiring a respirator.
- 2.3 Students must be fit tested according to the most current Occupational Health and Safety (OH&S) Regulations and the Canadian Standards Association before they begin a clinical placement. The Canadian Standards Association Z94.4-11 Section 9.1.6 states that a fit test shall be carried out at least every two years.
- 2.4 Students must carry proof of fit testing results provided by the educational program on their person at all times during the placement experience.

### **3. RESPONSIBILITIES**

#### **3.1 RHA/SCA will:**

- Ensure that respirators are available for students during their clinical placement.
- Ensure educational institutions are aware of which clinical areas in RHA/SCA facilities require students to be fitted for respirators.
- Inform educational institutions of respirators available in their region and changes in respirators available in the region.
- Inform educational institutions of airborne outbreaks.

#### **3.2 Educational institutions will:**

- Ensure that every student requiring a respirator has a current fit test for the duration of their clinical placement.
- Ensure that students are tested with respirators available in the RHA/SCA in which student placements will be conducted.
- Maintain fit testing records as required by CSA Z94.4-11 sections 14.4 and 14.5.

#### **3.3 Students will:**

- Ensure that their fit test information is carried on their person each day of their clinical placement and is readily accessible if needed or requested.
- Be refitted every two years or earlier if changes to face shape, size or features occur.
- Notify the appropriate person in the RHA/SCA and their education program if they are exempt from fit testing.

#### **4. CONSEQUENCES**

- 4.1 If a student has not been fitted for a respirator or is not carrying proof of fit testing results cannot enter any clinical placement area requiring a respirator.

#### **5. REFERENCES**

CSA Standards. *Selection, Use and care of respirators*. Z94.4-11. Canadian Standards Association. Aug ,2011.

Government of Saskatchewan. *The Occupational Health and Safety Regulations, 1996*. Available at <http://www.publications.gov.sk.ca/details.cfm?p=677>

Government of Saskatchewan. *The Occupational Health and Safety Act, 1993*. Available at <http://www.publications.gov.sk.ca/details.cfm?p=743>

## **SCHEDULE E: Immunizations**

### **1. PURPOSE:**

- 1.1 To establish consistent recommendations for post-secondary student immunizations across all Regional Health Authorities (RHA)/Saskatchewan Cancer Agency (SCA). Student immunizations help protect the health and safety of patients as well as the health and safety of those participating in a clinical placement.

### **2. POLICY:**

- 2.1 Students are to follow the recommendations for immunizations for health care students as laid out in the most current *Saskatchewan Immunization Manual (SIM)* found at <https://www.ehealthsask.ca/services/Manuals/Pages/SIM.aspx> (Chapter 7, Section 6.5 Publicly Funded Vaccines - Healthcare - RHA/SCA/CC/FNJ and Students).
- 2.2 Students who do not complete recommended immunization(s) must sign a waiver and may be excluded from some clinical areas (examples removed)
- 2.3 Additional immunizations may be needed for certain clinical placements.
- 2.4 Students are to follow the RHA/SCA policy regarding influenza vaccination.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Follow the most current version of the Saskatchewan Immunization Manual if requesting proof of student immunization.
- Notify educational institutions of any site specific or region specific immunization or test requirements.
- Notify the educational institution of any infectious outbreaks.

#### **3.2 Educational institutions will:**

- Ensure students are informed of health benefits and risks of immunization, policy recommendations, and consequences of not receiving recommended immunizations.
- Maintain a record of the student's tests, titres and immunization as appropriate.
- Ensure a student provides proof of immunization if requested by the RHA/SCA before starting a clinical placement.
- Follow the most current version of the Saskatchewan Immunization Manual.
- Exclude students from appropriate clinical areas if they have declined to complete recommended immunizations.
- Remove students from the clinical setting who do not meet immunization standards during infectious outbreaks.
- Ensure they are a part of outbreak email distributions lists from the RHAs/SCA.

- Inform students to report to their on-site faculty and/or site supervisor at onset of symptoms of a vaccine preventable communicable disease or contagious infection.

### 3.3 Students will:

- Sign a waiver if they choose not to obtain the recommended immunization(s).
- Be responsible for any required immunization costs.
- Provide proof of immunization status or tests to an RHA/SCA if requested
- Inform their on-site faculty and/or site supervisor of immunization status in relevant clinical situations.
- Inform their on-site faculty and/or site supervisor of onset of symptoms of a vaccine preventable communicable disease or contagious infection and exclude themselves from clinical placement as appropriate.

## 4. CONSEQUENCES:

- 4.1 In the event of influenza or other outbreak, any unvaccinated or non-immune student will be excluded from the outbreak area and will **not** be allowed to return until the RHA/SCA has determined it is safe to do so (i.e. infection, prevention and control; occupational health and safety).
- 4.2 Students who do not complete recommended immunizations or required titre testing will be excluded from certain clinical areas as determined by the RHA/SCA.

## 5. REFERENCES:

Government of Saskatchewan. *Saskatchewan Immunization Manual, Chapter 7*. Available at: <https://www.ehealthsask.ca/services/Manuals/Pages/SIM.aspx>

Public Health Agency of Canada. *Canadian Immunization Guide, Seventh Edition 2006*. Available at <http://www.phac-aspc.gc.ca/publicat/cig-gci/index-eng.php>

## **SCHEDULE F: Criminal Record Check (CRC)**

### **1. PURPOSE:**

- 1.1 The Regional Health Authorities (RHA)/Saskatchewan Cancer Agency (SCA) recognize that post-secondary students participating in clinical placements within their agencies are in a position of public trust. Therefore, to ensure a level of public trust, post-secondary students participating in clinical placements are required to complete a Criminal Record Check (CRC). This policy will ensure consistent CRC requirements for all post-secondary students across all RHA/SCA.

### **2. POLICY:**

- 2.1 All post-secondary students in clinical placements are required to complete a Criminal Record Check, including a Vulnerable Sector Search. The CRC, dated no more than 6 months prior to the start date of the student's program, must be provided to the educational institution. Students will only be required to provide a criminal record check once during their program.
- 2.2 Students under age 18 may start a placement but must submit a CRC with vulnerable sector search as soon as possible after they turn 18.
- 2.3 Students who are a current licensed professional in Saskatchewan will not be required to complete a CRC if they were required to complete a CRC with vulnerable sector search as a requirement of their license.
- 2.4 Students that are employed by a RHA or the SCA in Saskatchewan at the time of their clinical placement but do not meet the criteria of 2.3 will be required to complete a CRC if they have not had a criminal record check with vulnerable sector search completed for their employment or licensing requirements in the last year.
- 2.5 A student must advise their educational institution of any charge or conviction incurred since the criminal record check was completed and throughout his/her program. A new criminal record check (or equivalent legal documents) will be required after disclosure.
- 2.6 A copy of the criminal record will be stored with the educational institution.
- 2.7 A student with a positive criminal record check will be required to provide their educational institution a detailed summary of charges and convictions.
- 2.8 In the event of pre-existing or current charges or convictions that do not result in removal of a student from a program, the educational institution will inform the health region of the circumstances and their recommendation. The RHA/SCA has the final decision on placement of the student. The decision for the RHA/SCA will apply throughout the student's program for that RHA/SCA.

In the event that a criminal record exists or charges or convictions are disclosed or discovered, the convictions/charges will not automatically exclude a student from a clinical placement. The following factors will be considered in relation to the placement duties and responsibilities:

- The nature and seriousness of the offenses for which the person was convicted. Is it a theft related offence, sexual offence and/or a violent offence.
- The timeframe when the offense occurred and number of convictions.
- The student's record and employment history since the crime occurred and efforts of rehabilitation.
- Requirements of licensing bodies.
- The rules regarding pardons in the criminal code of Canada.
- Any other relevant unique circumstances identified.
- Age of applicant at time of offense.

2.9 Educational institutions will provide the RHA/SCA criminal record information in a format that does not identify the student. An RHA/SCA requiring a copy of a record including student name must obtain this directly from a student. The educational institution will assist in communicating the RHA/SCA request to a student as needed.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Communicate the identity of a contact person for receiving information regarding positive criminal records.
- Collaborate with educational institutions regarding students with pre-existing or current charges or convictions.

#### **3.2 Educational Institutions will:**

- Ensure students have a CRC including a Vulnerable Sector Search completed and submitted to the educational institution before their initial placement.
- Obtain consent from the student to share criminal record results including any charges and convictions with a RHA or SCA.
- Inform the RHA/SCA of a positive CRC and recommendation for placement.

#### **3.3 Students will:**

- Apply and obtain a criminal record check, including a Vulnerable Sector Search.
- Provide a copy of a current CRC (less than 6 months old on program start date) to their educational institution before they begin their first clinical placement.
- Notify their educational institution immediately of any charge or conviction incurred since the criminal record check was completed and throughout his/her educational program.

### **4. CONSEQUENCES:**

- 4.1 Students will not be allowed to participate in a clinical placement until they have met the requirements of this policy. Failure to report changes in criminal record status and/or false reporting of status may result in removal from the clinical placement.

## **SCHEDULE G: Cardiopulmonary Resuscitation (CPR)**

### **1. PURPOSE:**

- 1.1 To ensure cardiopulmonary resuscitation (CPR) requirements are clear and consistent for post-secondary students involved in clinical placements across all Regional Health Authorities (RHA)/Saskatchewan Cancer Agency (SCA).

### **2. POLICY:**

- 2.1 There will be no expectation by RHA/SCA that students will be essential contributors to emergency response efforts. Educational programs may determine that such participation is a helpful component of training. If so, educational programs will ensure these students have the appropriate training and will act within the scope of practice determined by that training.

### **3. RESPONSIBILITIES:**

#### **3.1 Educational institutions will:**

- Where applicable, ensure that a student's CPR training remains current while participating in clinical placements.
- Communicate expectations to RHA/SCA in regard to student participation in CPR. (e.g. Emergency Medical Service (EMS) students are expected to participate in CPR as part of their training)

## SCHEDULE H: Confidentiality and Privacy

### DEFINITIONS

The following definitions are taken from Saskatchewan's privacy legislations, The Health Information Protection Act (HIPA) and The Local Authority Freedom of Information and Protection Act (LAFOIP).

**Local Authority means** an organization as defined in the Local Authority Freedom of Information and Protection of Privacy Act. (Refer to LAFOIP subsection 2f)

**Record** means a record of information in any form and includes information that is written, photographed, recorded, digitized or stored in any manner, but does not include computer programs or other mechanisms that produce records.

**Trustee** means an organization as defined in HIPA that has custody or control of Personal Health Information and includes the Regional Health Authorities and Saskatchewan Cancer Agency. (Refer to HIPA subsection 2t)

### 1. PURPOSE

1.1 To ensure all post-secondary students abide by *The Health Information Protection Act (HIPA)* of Saskatchewan and *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. The purpose of HIPA and LAFOIP is to:

- Provide an individual with the right to control how his/her Personal Health Information or Personal Information is collected, used, or disclosed by trustees and local authorities.
- Provide an individual with the right to access information (including their own) in the custody or control of a trustee or a local authority.
- Provide an individual with the right to request an amendment to his/her Personal Health Information or Personal Information in the custody or control of trustee or a local authority.
- Direct the purposes for which a trustee or local authority may collect, use, and disclose Personal Health Information or Personal Information.

1.2 Pursuant to HIPA and LAFOIP, RHAs/SCA, regulatory bodies, educational institutions, and students shall recognize and support privacy rights while working in partnership for the purpose of providing students with opportunities for Learning Experiences. Educational institutions and students will only collect, use, and disclose identifiable Personal Health Information or Personal Information when necessary.

### 2. POLICY

2.1 Personal Health Information and Personal Information obtained in the workplace by a student must remain confidential and secure.

2.2 Students shall only collect, use, and disclose Personal Health Information and Personal Information on a need to know basis for purposes authorized by HIPA and LAFOIP. Students must abide by HIPA and LAFOIP when collecting Personal Health

Information, Personal Information and information considered confidential by the RHA/SCA.

- 2.3 Students must understand and follow the release of information pursuant to *The Gunshot and Stab Wounds Mandatory Reporting Act*, and, *The Child Abuse Protocol 2014* as established by the RHAs/SCA.
- 2.4 Students must follow the trustee's protocol for collecting information for research purposes.
- 2.5 Students will sign the Confidentiality Agreement at Schedule K before their initial clinical placement or equivalent on-line version agreed to by both parties. The Confidentiality Agreement will be signed once for the duration of a program. Additional forms may require signature by the student during a student placement at the discretion of the trustee.
- 2.6 Information that the RHA/SCA considers confidential includes but is not limited to:
  - i. Personal Health Information or information related to the personal affairs or medical conditions and treatment of patients;
  - ii. Personal Information about employees;
  - iii. Business and operational information of the Agency.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Provide relevant privacy policies and procedures to Educational Institutions and students.
- Provide clarification if required to Educational Institutions and students regarding application of HIPA and LAFOIP, and related privacy policies and procedures.
- Audit if necessary students' collection, use, and disclosure of Personal Health Information and Personal Information for information in custody or control of an RHA/SCA to ensure that students are in compliance with HIPA and LAFOIP.
- Report suspected or confirmed privacy breaches to Educational Institutions and work with Educational Institutions and students to resolve privacy breaches.

#### **3.2 Educational Institutions will:**

- Ensure each student has signed the Confidentiality Agreement or equivalent on-line version agreed to by the RHA/SCA before their first clinical placement begins.
- Store signed copies of the Confidentiality Agreements and provide copies to the RHA/SCA upon request.
- Cooperate with any investigation of non-compliance with privacy legislation including an investigation lead by an RHA/SCA and/or Saskatchewan's Information and Privacy Commissioner.
- Review privacy and related policies as they relate to the student's role and seek clarification if needed with RHA/SCA before a student begins a placement. Examples of policies and procedures might include:
  - Privacy and Confidentiality
  - Release of Information

- Police Requests
- Transmission by facsimile
- Record Retention, Storage & Destruction
- Acceptable use of Computers/Electronic Resources
- System Access

### 3.3 Students will:

- Sign the “Confidentiality Agreement” before their initial clinical placement begins.
- Report suspected or confirmed privacy breaches in a timely manner to RHA/SCA Privacy Officer in accordance with RHA/SCA policies and procedures.
- Cooperate with any investigation of non-compliance with privacy legislation including an investigation lead by an RHA/SCA and/or the Privacy Commissioner.
- Seek clarification as necessary on confidentiality and privacy issues/policies.
- Comply with HIPA, LAFOIP and relevant RHA/SCA policies as well as their Educational Institution’s program policies.

## 4. CONSEQUENCES

- 4.1 Students will not be allowed to enter into a clinical placement until the student has signed a confidentiality agreement. Breaches of privacy and confidentiality may result in consequences for students. These may include loss of access to information systems and/or termination of the placement by the RHA/SCA.

## 5. REFERENCES:

*The Health Information Protection Act of Saskatchewan (HIPA)*, September 2003. Amended 2009. Available at <http://www.health.gov.sk.ca/hipa>

The Local Freedom of Information and Protection of Privacy Act. Available at: <http://www.publications.gov.sk.ca/details.cfm?p=605>

## **SCHEDULE I: Safe Moving Practices of Patients**

### **DEFINITIONS**

**Lifting means** moving a patient or object from one surface/location to another surface/location when:

- the patient is unable to bear their own body weight.
- the patient is mentally and/or physically unable to assist or cooperate enough to perform a safe move.
- mechanical lifting equipment is not suitable or available and the worker can perform the manual lifting technique with the object in the appropriate situation in accordance with the specific object moving technique criteria.

**Repositioning means** shifting, moving and/or adjusting the patient's entire body weight or an object on the same surface or between two surfaces of equal height.

**Technique means** a specific procedure or method of performing a pre-determined task which has been practiced and performed to a level of displayed competence.

**Transferring means** to assist a patient to move from one surface/location to another surface/location. It is a dynamic and cooperative action between the patient and worker(s). The patient is able to bear their own body weight through part or parts of their body.

### **1. PURPOSE**

- 1.1 To ensure the safety of students, practitioners and patients during transferring, lifting and repositioning activities during student clinical placements.

### **2. POLICY**

- 2.1 Health science students will understand and perform safe moving and handling requirements when lifting and repositioning objects, and when lifting, repositioning and transferring patients during clinical placements.
- 2.2 Training required for students will be the same as the expectations of the profession for which they are training.
- 2.3 It is the responsibility of the educational program to provide the level of training required for students in each program.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Ensure all appropriate equipment is available and in working order.
- Make available applicable policies and procedures relating to safe moving

practices.

### **3.2 Educational institutions will:**

- Where applicable, ensure that a student's training remains current while participating in clinical placements.
- Communicate expectations to Regional Health Authorities (RHA)/ Saskatchewan Cancer Agency (SCA) in regard to student participation in transferring, lifting and repositioning patients and objects.

### **3.3 Students will:**

- Comply with safe moving requirements and techniques during all clinical placements.

## **4. CONSEQUENCES**

- 4.1 Non-compliance with this policy will result in a review of the incident by the educational institution and/or the RHA/SCA. Repeated non-compliance may result in a student being removed from a clinical area.

## **5. REFERENCES:**

Saskatchewan Association for Safe Workplaces in Health, Transferring, Lifting, Repositioning Resource Manual 3<sup>rd</sup> Edition, January 2011. <http://www.saswh.ca/index.php/tlr-program/trainer-resources>

Saskatoon Health Region. *Transfer, Lift, Reposition –Safe Moving and Handling Policy*. Effective Dec 5<sup>th</sup>, 2011.

Government of Saskatchewan. *Occupational Health & Safety Regulations*, 1996. <http://www.publications.gov.sk.ca/details.cfm?p=677>

## **SCHEDULE J: Violence Prevention and Response Training**

### **1. PURPOSE:**

- 1.1 Violence prevention and response training is required for students in clinical areas. This type of training is designed to assist students with a means of assessment, identification and appropriate responses to potentially aggressive/ violent situations.

### **2. POLICY:**

- 2.1 It is the responsibility of the educational program to provide basic information on violence prevention and response to health science students.

Basic principles to be taught to all health science students include:

- The importance of a treatment plan and understanding the plan.
- The importance of a professional attitude in the workplace.
- Being properly prepared: proper attire, adequate mobility, well-practiced observational strategies and an organized plan for self-control.
- Identification of behavioral warning signs and identifying why a plan may not be working.
- Understanding of response options: types of crisis intervention, evasion techniques and restraint options.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Communicate to the educational institutions areas where staff are required to have intermediate or advanced violence prevention and response training.

#### **3.2 Educational institutions will:**

- Ensure that all students receive basic information in violence prevention and response before a clinical placement in a RHA/SCA.

### **4. REFERENCES**

The Saskatchewan Association for Safe Workplace in Health (SASWH) training. Website available at <http://www.saswh.ca/index.php/programs/part>

**SCHEDULE K: Confidentiality Agreement (this agreement has been significantly updated)**

-Remainder of page intentionally blank. Confidentiality Agreement on next page-



## CONFIDENTIALITY AGREEMENT

To be completed by all students participating in a clinical placement in any Regional Health Authority, the Saskatchewan Cancer Agency or affiliate organization in Saskatchewan.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

**WHEREAS:**

The Saskatchewan Cancer Agency, Regional Health Authorities and affiliate organizations in Saskatchewan are each considered an “Agency” within this policy. Each Agency is a trustee as defined by *The Health Information Protection Act* (“HIPA”) and is bound by this legislation;

Each Agency is a local authority as defined by *The Local Authority Freedom of Information and Protection of Privacy Act* (“LAFOIP”) and is bound by this legislation;

As a student participating in a clinical placement in the Agency, I understand that I may have access to confidential Personal Information, confidential Personal Health Information, or confidential Agency information that may include, but is not limited to, the following:

- The personal health information of patients that is collected, used and disclosed for purposes of patient care, such as information with respect to the physical or mental health of the patient, information with respect to health services provided to the patient, information that is collected in the course of providing health services to the patient, or registration information of the patient;
- The personal information of other Agency employees, research staff, contracted staff, students or volunteers including, but not limited to, the following:

- information that relates to the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual;
- information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- information that relates to health care that has been received by the individual or to the health history of the individual;
- the home or business address, home or business telephone number of the individual
- Agency business information, such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, source code, proprietary technology, etc.;
- Information about the Agency's business partners and service providers.

**AND WHEREAS:**

As a student within the Agency, I am required to conduct myself in strict compliance with applicable laws and Agency policies governing confidential information. My principal obligations in this area are explained below. I am required to read and abide by these duties. Violation of any of these duties may subject me to discipline including termination of my clinical placement.

**NOW THEREFORE**, as a condition of and in consideration of my access to confidential information, I agree to the following:

**BASIC CONFIDENTIALITY OBLIGATIONS**

1. I will use confidential information only as needed to perform my legitimate duties required in my clinical placement. This means, among other things, that:
  - a. I will only access confidential information required for me to fulfill my legitimate Agency responsibilities.
  - b. I will not in any way remove, divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of my duties with the Agency.
  - c. I will use confidential information for purposes specifically authorized by the Agency.
  - d. I agree that I will not engage in any conversations regarding confidential information in unsecured areas of my workplace such as hallways, bathrooms, or open work areas.
  - e. I will safeguard records I have access to from loss, alteration, defacement or unauthorized use.
  - f. I will not misuse confidential information or carelessly care for confidential information.
2. I will retain confidential information in a manner appropriate for the form of confidential information (e.g. paper, electronic, thumb device/memory stick, CD, DVD, remote access, etc.) including but not limited to the following:

- a. Automatic shutdown, locking, or timeout procedures for computer terminals not in use
  - b. A personal security pass code for each authorized individual
  - c. Locked and controlled access to areas housing confidential information
  - d. Secure directories on computers storing electronic files containing confidential information
  - e. Confidential information not to be available, accessible to unauthorized persons
  - f. Confidential information stored on thumb drive/memory stick, CD or DVD's must be password protected or encrypted where possible.
3. I agree that my privileges hereunder are subject to periodic review and, if deemed appropriate by the host RHA/SCA, revision.
  4. I understand that I may share care related information with appropriate staff and faculty for the purposes of my clinical placement as well as for patient care.
  5. I understand that any patient information I share with my program will be de-identified for the purposes of my learning assignments and will not contain information that can identify an individual. Information that should not be shared includes the following:
    - Name (patient or significant others),
    - Date of birth, admission, discharge, or death
    - Telephone, address, fax numbers, email address
    - Social insurance numbers, medical record or health plan numbers, vehicle identifiers
    - Photographs, audio/video recordings
    - Any specific information or specific circumstance by which a patient could be identified

I agree to return all confidential information back to the appropriate RHA/SCA at the end of my placements. I will appropriately delete any electronic files that may have been created as a result of my accessing or using RHA/SCA information on my electronic devices.

6. I agree that I have no right or ownership interest in any confidential information.

### **USER ACCOUNT AND DATA ACCESS RULES AND REGULATIONS**

If given a RHA/SCA user account:

1. I agree to utilize the information provided on the RHA/SCA computer system for the sole purpose of performing my legitimate duties with the RHA/SCA.
2. In accordance with the obligations contained in the basic confidentiality section:
  - I agree I am responsible and accountable for all activities conducted on the computer network under my RHA/SCA account.
  - I will not divulge or share my RHA/SCA account or password to others as it is strictly prohibited.

- I agree that my password will comply with the prescribed RHA/SCA password policy, will not be documented, and must be changed as the system demands or if it is compromised.
  - I will ensure that my access to shared data (if I am granted permission to any) is to be kept confidential and I will not share or distribute this data with those who are not authorized.
3. I am responsible for immediately reporting all actual, potential or suspected incidents of unauthorized use, sabotage, modifications, or theft of RHA/SCA information technology (IT) assets or information to the IT department of the RHA/SCA.
  4. I agree to abide by additional email policies or other information policies deemed appropriate for students by the RHA/SCA.
  5. I understand that I am prohibited from accessing or distributing objectionable material, including but not limited to:
    - Obscene and/ or pornographic materials;
    - Hate propaganda or discriminatory material;
    - Defamatory and libelous material; and
    - Sexually harassing material.

**GENERAL**

I understand that the obligations in this agreement are intended to be complementary to any similar obligations I may have agreed to in other RHA/SCA policies or as may be imposed by law or applicable professional ethics obligations. To the extent of any inconsistency between such obligations, the obligations imposing the highest confidentiality standard shall govern.

I understand that my failure to comply with this agreement may result in disciplinary action, including a loss of my placement and/or legal action being taken against me.

I agree that my obligations under this Agreement will continue after completion of my clinical placement.

\_\_\_\_\_  
Student's printed name

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Student signature

\_\_\_\_\_  
Witness's printed name

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Witness's signature

## **SCHEDULE L: Dress Code (new schedule)**

### **1. PURPOSE**

- 1.1 To ensure students meet the professional dress code expectations appropriate for the delivery of professional health care services during all practice education placements in the RHA/SCA.
- 1.2 To ensure that the attire of students during a practice education placement in an RHA/SCA does not pose a health or safety risk to patients, students or staff.

### **2. POLICY**

- 2.1. Students will wear attire deemed to meet the professional expectations and safety requirements of their educational program and their host RHA/SCA.
- 2.2. Where appropriate and necessary, students will follow the protocols of individual departments, units or services that have specific dress code requirements.
- 2.3. Footwear worn during a placement:
  - Must be closed toe and closed heel.
  - Must be clean and in good condition.
  - Must have soles that are non-marking and non-slippery.
- 2.4. Hair during a placement:
  - Should be clean and well groomed.
  - If long, should be tied or pinned back in patient care areas.
- 2.5. Beards and mustaches must be clean, trimmed and well groomed.
- 2.6. Fingernails during a placement:
  - Must be clean and trimmed short.
  - Shall not have nail polish.
  - Are not permitted to include artificial/gel nails/nail extensions in patient care areas since they are a source for harboring and spreading infection.
- 2.7. Jewelry during a placement:
  - Cannot present a safety hazard to patients and cannot interfere with job duties.
  - Can include plain, flat, smooth rings such as wedding bands.
  - Cannot include rings with exposed stones for infection and safety reasons.
  - Can include chains if worn inside of clothing.
  - Can include small stud like earrings.
  - Will not include bracelets unless a medical ID bracelet
  - Will only include watches if required by the education program, cleaned after each shift, and worn high on the arm or taken off during hand washing.
- 2.8. Piercings during a placement:

- May include a facial piercing if the jewelry is small and stud-like and is securely fastened.
  - Shall not include piercings on the hand or wrist for infection control reasons.
  - That are unhealed or infected will be covered and contained before commencing duty.
- 2.9. Tattoos during placement:
- Shall be covered if deemed inappropriate by the unit or service manager.
  - That are unhealed or infected will be covered and contained before commencing duty
- 2.10. Cosmetics during placement:
- Can be worn in moderation.
  - Shall not include any perfume, cologne or other scented body products.
- 2.11. Students should practice good personal hygiene, including control of body odor and cleanliness, in order to promote a positive work environment and infection control.
- 2.12. Photo identification badges must be worn at all times during a placement in an RHA/SCA facility. The photo identification badge must be worn above the waist, with picture and name clearly visible to patients, staff and visitors.
- 2.13. Uniforms may be required in some areas. Uniforms must be:
- Changed daily.
  - Changed during a shift if contaminated with blood or bodily fluid. The RHA/SCA will provide decontamination services if appropriate and provide the student with an alternative uniform for the remainder of that shift.
  - Changed into on site and changed out of before leaving the facility.
  - Deposited in an appropriate laundry bin for laundering services if the uniform was provided by the RHA/SCA.
- 2.14. Clothing must:
- Be appropriate to a student's profession.
  - Be clean, in good repair and appropriate in fit.
  - Cover midriff and lower back.
  - Not be low cut or tight (at the discretion of the instructor or unit manager).
  - Fully cover undergarments.
- 2.15. Sweaters, lab coats or warm-up jackets should be clean, appropriate in fit and changed daily. Sweaters, lab coats and warm-up jackets should not be worn in patient rooms unless they have a  $\frac{3}{4}$  length or shorter sleeve, or can be rolled up to  $\frac{3}{4}$  length.
- 2.16. Gowns/ protective wear provided on a unit shall not be worn off the unit or for any other purpose than it was intended.

2.17. Clothing shall be cleaned daily, and changed during shift if contaminated with blood or bodily fluid.

### **3. RESPONSIBILITIES:**

3.1 RHA/SCA will:

- Have the authority to determine if a student does not meet the dress code requirements of a specific unit or service. It will be up to the Unit Manager or Service Manager to determine if a student meets the dress code expectation.
- Inform a student and instructor when a student is deemed to be in violation of the dress code policy.

3.2 Educational Institutions will:

- Define appropriate dress for placements.
- Ensure students have access to a written explanation of dress code requirements in student guide/handbook or on-line student resources.
- Ensure all students have photo ID tags prior to placement.
- Share responsibility with the RHA/SCA in ensuring students are abiding by this dress code policy.

3.3 Students will:

- Make all reasonable efforts to meet the requirements of this dress code policy.
- Consult with their program instructor if they are unable to meet a requirement of this policy.

### **4. CONSEQUENCES**

**4.1 Students deemed to be in violation of this policy by the education program or the RHA/SCA may be asked to leave the clinical placement until they are able to meet the dress code requirements.**

## **SCHEDULE M: Hand Hygiene (new schedule)**

### **DEFINITION**

**Hand Hygiene** means any method that removes or destroys microorganisms on hands.

### **1. PURPOSE**

- 1.3 To ensure that students' hand hygiene during practice education placements in the RHAs/SCA meet infection control standards.

### **2. POLICY**

- 2.1. Students will consistently perform proper hand washing techniques during clinical placements as defined by the current best standards and practices used in the RHAs/SCA.
- 2.2. Training requirements for students will be the same as the profession in which they are training.
- 2.3. It is the responsibility of the education program to teach students how to perform hand washing techniques in accordance with the current best standards as defined by Infection Prevention and Control Canada and in accordance with RHA/SCA standards.

### **3. RESPONSIBILITIES:**

#### 3.1 RHA/SCA will:

- Ensure alcohol hand sanitizers and hand washing stations are available to health science students within RHA/SCA facilities and patient areas.
- Report back to applicable programs on outcomes of hand hygiene audits involving students.

#### 3.2 Educational Institutions will:

- Ensure that all health science students are aware of and have been trained in proper hand hygiene techniques.
- Ensure that all health science students are aware of the requirements of this policy.

#### 3.3 Students will:

- Carry out proper hand hygiene as indicated in this policy while in RHA/SCA facilities.

### **4. CONSEQUENCES:**

4.1 Students deemed to be in violation of this policy will be required to review this policy and proper hand hygiene techniques with their instructor. Students found to be in repeated violation of this policy may be asked to leave their placement. It will be up to the RHA/SCA to determine if the student can return to the facility.

## **SCHEDULE N: Mobile Device Usage (new schedule)**

### **DEFINITIONS:**

**App means** an application that is typically a small specialized program downloaded to a mobile device.

**Mobile Device** means a laptop computer or a pocket-sized computing device (a device typically having a display screen with touch input or a miniature keyboard that can store electronic data files and software). A mobile device includes but is not limited to: laptop computer, tablet computer, personal digital assistant (PDA), cellular phone, smart phone, smartwatch, and ultra-mobile PC (UMPC). This includes home PCs and personal mobile devices used to access RHA/SCA's network, data, or applications.

**Patients** are the recipient of health care services or consultations provided by the RHA/SCA. This term includes clients and long-term care residents.

**Personal Health Information (PHI)** means, with respect to an individual, whether living or deceased:

- vi. information with respect to the physical or mental health of an individual;
- vii. information with respect to any health service provided to an individual;
- viii. information with respect to the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual;
- ix. information that is collected: (A) in the course of providing health services to the individual; or (B) incidentally to the provision of health services to the individual; or
- x. registration information;
- xi. images including photographs

**Regional Health Authorities (RHAs)**, as defined by The Regional Health Services Act, provide most health services in Saskatchewan, either directly or through affiliated health care organizations.

**Remote Access** means communication with a health authority information system or network using a mobile device from a remote location or facility through a public-accessible data link (e.g. Internet or modem). Some of the more common methods of providing this type of remote access are: remote dial-in through a modem, virtual desktop, login through the Internet (with programs or apps such as Citrix), Outlook Web access and remote email/calendar synchronization via the cellular network.

**Removable Media** means storage media that can store electronic data files or software and be removed from its device reader. Removable media includes, but is not limited to: memory cards, USB flash drives, pens that digitally record data, CDROMs, DVDs, or data backup or storage tapes.

**RHA/SCA information system** refers to any system that captures, stores, manages or transmits information related to the health of individuals or the activities of organizations that work within the health sector.

**Saskatchewan Cancer Agency (SCA)** is responsible for the planning, organization, delivery and evaluation of cancer care and related health services throughout the province.

**Unsecure Network** means a wireless network that you can access without entering a password. Wireless connections available in cafés or from creating a local “hotspot” with a personal phone are examples of unsecure networks.

## **1. PURPOSE:**

- 1.1 To balance the learning needs of health science students with the risks of allowing them to access PHI and health authority information using mobile devices and computers.
- 1.2 To establish standards, responsibilities and restrictions for health science students when using mobile devices in clinical environments.

## **2. POLICY:**

- 2.1 Students will not use personal devices to access PHI in RHA/SCA data systems unless pre-authorized by their education programs and the Information Technology (IT) department within the RHA/SCA in which they will be accessing information and data systems.
- 2.2 Students can use personal or RHA/SCA provided mobile devices in clinical areas to research health information on the internet or connect to course required apps for purposes of providing health services to patients or for learning needs or course requirements specific to their placement learning objectives. Use of mobile devices for personal reasons should be conducted away from clinical areas and should be limited to break times except in emergencies. Use of mobile devices in clinical areas should never interfere with patient care or negatively impact the perception of services being offered to the patient. Whenever possible students should have their personal phones set to silent or vibrate unless they are required to be available to a supervisor.
- 2.3 Students are never permitted to use non-RHA/SCA email accounts for communicating PHI. Communication via email of PHI may only be done between two email accounts from the same organization; inter-RHA/SCA emailing of PHI is not permitted.
- 2.4 Mobile devices provided by the health authority to a student will be subject to all policies of the RHA/SCA related to mobile devices including password protection, internet acceptable use and privacy and confidentiality.
- 2.5 Students that are granted remote access to RHA/SCA information systems from a personal device for patient care or course requirements must abide by the RHA/SCA policies and procedures regarding access to information systems including policies and procedures on remote access to information systems and password protection. Personal devices used in this manner must also employ any security measures deemed necessary by the RHA's/SCA's IT department. RHAs/SCA may require students to complete an application form to be granted remote access on personal devices.
- 2.6 Students shall never make modifications, disable or tamper with RHA/SCA owned and installed hardware or software configurations. This includes, but is not limited to: data

encryption, screen-saver passwords and anti-virus software.

- 2.7 Students shall never install any software on RHA/SCA mobile devices without prior authorization.
- 2.8 Students shall never permanently store information from a RHA/SCA information system or PHI (including photos, video or audio recordings, or text messages) on a mobile device or removable media. This information must be saved as appropriate to the RHA/SCA network or information system (or otherwise added to the patient's chart or record of care) and permanently removed from the mobile device or media as soon as possible. Saved images must follow the consent policies and procedures of the RHA/SCA.
- 2.9 Students will not take photos, videos or audio recordings of patients, including close up pictures of wound, rashes, etc. except in exceptional circumstances when required by their supervisor for the immediate care of a patient. *Photographs and PHI cannot be shared through an unsecure network (e.g. texting).*
- 2.10 PHI (e.g. text, photos, videos, or audio recordings) may only be communicated between mobile devices via texting if students utilize a secure, RHA/SCA-hosted messaging service (i.e. messages in transit are encrypted; photos taken are taken within an app and not inadvertently accessible, shared, or synced with the phone's default photo library or cloud; and the RHA/SCA hosts/controls the messaging server). If in doubt, students shall consult their RHA/SCA IT department and Privacy Officer.
- 2.11 An insecure medium (e.g. texting, emails other than between two email addresses from the same RHA/SCA) may only be used to communicate PHI (text, photos, videos, or audio recordings) in the following circumstances:
- The patient or legal guardian has provided informed written or verbal consent (he/she must have had the risks explained to them), or
  - It is an emergency situation where the benefit to patient outweighs the risks.

Always consider if there is another more secure, reliable, or timely mechanism that can be used (e.g. referring others to existing PHI as stored within a RHA/SCA clinical application); when in doubt, students shall revert to safer modes of communication. When information, in the student's best judgment, must be sent insecurely, students shall document this decision and their rationale, shall only include the minimum amount of PHI necessary to meet the recipient's needs, and must ensure that the information reached the intended recipient, is being handled with appropriate care and is deleted by the recipient immediately afterwards.

- 2.12 Students will not take pictures of other students or staff in the clinical setting or pictures of the clinical setting itself unless permission has been obtained from the clinical supervisor and from those in the picture. Photographs taken must not include any patients (including in the background).
- 2.13 All touch surfaces of IT devices used at, or near, point of care must be cleaned and disinfected (per manufacturer's instructions) with a hospital-grade disinfectant if used or

touched during the encounter with the patient.

2.14 Students using their own device or assigned a device from the RHA/SCA are responsible for routine cleaning and disinfection of the device.

2.15 Devices that cannot be adequately cleaned and disinfected should not be used during placements.

### **3. RESPONSIBILITIES:**

#### **3.1 RHA/SCA will:**

- Provide access to relevant policies and procedures to clinical coordinators in health science educational programs.
- Support the use of mobile devices by students for learning purposes and when appropriate, patient care.
- Distribute and collect application forms required for remote access for eligible students.

#### **3.2 Educational Institutions will:**

- For students accessing RHA/SCA information systems, inform students and make accessible all relevant policies and procedures provided by the RHA/SCA.

#### **3.3 Students will:**

- Abide by the terms of this agreement and any additional policies or procedures deemed relevant by the RHA/SCA in which they are placed.
- Employ expected physical security measures for any mobile device or removable media used for RHA/SCA business, especially when they contain RHA/SCA data. This applies whether or not the devices are actually in use and/or being carried. This includes, but is not limited to passwords, encryption, and physical control of such devices (e.g. securing laptops at workstations or in offices with a cable lock).
- Immediately report lost or stolen mobile devices or removable media to their Manager and/or as required by their respective RHA/SCA policy and procedures.
- Immediately report any incident or suspected incidents of unauthorized data access, data loss, and/or disclosure of RHA/SCA resources, databases, networks, etc. to their RHA/SCA supervisor and program instructor and/or as required by RHA/SCA policy and procedures.
- Return RHA/SCA mobile devices to a manager/director/supervisor or designate when no longer needed or when the clinical placement is complete. Non-RHA/SCA devices that no longer require access to a RHA's/SCA's network, applications or data must be wiped clean of all information related to the clinical experience including information regarding RHA/SCA information systems and PHI and/or reset to factory settings. If uncertain on how to do this, contact the RHA's/SCA's IT department for assistance.
- Regularly disinfect devices, and disinfect after use at point of care, or near care.

#### **4. CONSEQUENCES:**

4.1 Non-compliance with this policy will result in a review of the incident by the RHA/SCA and the educational institution. A review of non-compliance may result in:

- Temporary or permanent loss of privileges for access to some or all computing and networking resources and facilities.
- Disciplinary action by the manager, up to and including termination of the placement by the RHA/SCA or educational institution.
- Legal action according to applicable federal and provincial laws and contractual agreements.