

# What to Include in an Affiliation Agreement

## The purpose of this resource

Do you currently, or are you planning to, offer a clinical student placement program at your long-term care (LTC) home? A legal document between your LTC home and a college or university is beneficial to both organizations. This 'affiliation agreement' outlines expectations for the partnership and offers protection to both organizations. Many colleges and universities require an agreement to be in place before sending a student to an LTC home for the purpose of a clinical placement. Many colleges or universities have their own affiliation agreements.

## How to use this resource

This document describes eight sections commonly found in an affiliation agreement. There is at least one example provided within each section. You may choose to use this list to customize an agreement for your LTC home. This list isn't exhaustive and provides homes with a starting point. We recommend you seek legal advice and have the contract reviewed.

### Acknowledgements

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We wish to thank the following people for contributing to and reviewing this resource:

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- Angelica Meigs, AdvDip

If you have any questions about this resource and the PREP LTC program, please contact [prepltc@the-ria.ca](mailto:prepltc@the-ria.ca).

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# Common sections found in an affiliation agreement

## The organizations entering into the agreement

This section highlights the parties that the agreement is between. List the legal names of the participating organizations. Shortened versions of these names are proposed and then used throughout the agreement.

For example:

EXCELLENCE COLLEGE  
(the “College”)  
- and -  
VALLEY LONG-TERM CARE  
(the “Home”)

## The term or time frame of the agreement

The agreement is only valid or binding for a specific period of time. In this section, both organizations specify the period to which they are committing.

For example:

The term of this Agreement shall be five (5) years from the date hereof and may be terminated by either party by providing in writing to the other party at least six (6) months notice.

You may wish to add a *review* or *renewal* clause with this term. This identifies when the agreement will be up for renewal.

For example:

The parties shall review the terms and conditions of this Agreement on or before the expiry of the Term and, by written notice to the contact persons, may renew this Agreement for one (1) or more additional periods of one (1) year if the Term and additional renewal period(s) together do not exceed five (5) years in length.

This section also includes a *termination* or an *end-of-agreement* clause. Typically both parties are concerned with mitigating risk. You may wish to add a statement about immediate termination on certain grounds. Reasons for termination may include a situation of risk, negligence, change in management or a new contract being entered into.

For example:

Either party may terminate this Agreement:

(a) if the other party is in breach of a material term or condition and such breach is not cured within thirty (30) days of receipt of written notice of such breach, or (b) at any time upon giving the other party ninety (90) days notice in writing.

Contact information for all parties may be found in this section.

For example:

All notices, requests, demands or other communications regarding amendments to this Agreement shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

**To the College or University:**

Name, Title  
 Address  
 Email  
 Phone  
 Fax

**To the Home:**

Name, Title  
 Address  
 Email  
 Phone  
 Fax

**Responsibilities and obligations of the long-term care home**

In this section, the duties and actions of the Home are stated. This section can be divided into many possible sub-sections: policies and laws, student performance, health and safety, human rights and equity, and confidentiality and privacy. You may wish to include the responsibilities and duties of the preceptor and student.

For example:

Home will:

- (i) take suitable precautions to protect Students from health and safety hazards that they may come across during their time in placement;
- (ii) provide a reasonable orientation program for the Clinical Teachers and Students to acquaint themselves with the facilities of Home, specific units to which they will be assigned and the philosophy, rules, regulations, policies and procedures of Home;
- (iii) provide Students with special uniforms or other protective clothing if such is required in a particular health unit, but nothing herein shall require Home to supply or provide to Students any other type of wearing apparel;
- (iv) not be responsible for any property of the Students, which may be damaged, stolen or destroyed while anywhere on Home property; and
- (v) shall not replace at any time or for any reason the Home staff and at no time be considered as an employee of the Home.

For example:

Home may immediately suspend or terminate the participation of a Student who is conducting themselves in such a manner that the health, safety or security of clients is at risk or if the Student acts in any other inappropriate manner. Home shall supply written reasons for its actions to the College.

**Responsibilities and obligations of the college or university**

In this section, the duties and actions of the College or University are stated. This section can be divided into several possible sub-sections: policies and laws, student performance, health and safety, human rights and equity, and confidentiality and privacy. A College or University may provide educational guidance for students by designating a faculty member to act as an advisor. Typically, a College or University will terminate the clinical placement of any student whose learning goals are not being fulfilled or if their performance does not meet the organization's professional and/or ethical standards. It is understood between the College or University and Home that if a student fails to comply with any of the requirements that the Student will be denied placement or access to the Home.

For example:

College shall ensure prior to the start of the Students' placements that all Students to be assigned to Home:

- (i) are acquainted with the obligation to maintain the security and confidentiality of any personal information held by Home and business information concerning Home that is not in the public domain;
- (ii) maintain adequate health insurance coverage;
- (iii) have had a police reference check, including a vulnerable sector screen, and that the results have been provided to Home prior to the start of the placement. If the results are not available prior to the placement, the 'Student Declaration for Police Reference Check Including Vulnerable Sector Screening' must be completed and submitted to Home together with proof that a request for a police reference check, including vulnerable sector screen, has been submitted. All such documentation is to be provided to the Director of Care, Home; and
- (iv) have been (a) fitted for masks of the type required in most Ontario hospital settings; (b) immunized against measles, mumps, rubella/rubeola and chicken pox (Varicella); (c) vaccinated for tetanus/diphtheria/pertussis and Hepatitis B and (d) tested for tuberculosis. It is also recommended that Students be vaccinated for influenza. The Student Immunization Agreement must be completed and submitted to the Director of Care, Home, prior to the start of each Student's placement at Home.

For example:

College will ensure Students understand their responsibility to comply with and/or achieve the pre-placement obligations. These include the following:

- (i) review and comply with the Home's Code of Conduct, and other applicable policies and procedures;
- (ii) read any orientation documents provided by the Home and comply with the requirements of relevant legislation and regulations; and
- (iii) attend any orientation programs that are considered necessary.

### **Expenses**

This is a statement which provides guidance on expenses incurred by each organization.

For example:

Each party is responsible for its own expenses relating to the performance of its obligations under this agreement.

For example:

Home will not ask the Student to pay or make payment to Home for anything related to the clinical placement experience. Also, Home shall not be legally responsible to make any payment to the Student for any reason.

### **Indemnity**

This section includes the details for releasing each organization from any responsibilities described. An Indemnity statement is needed for all partners, not just the author of the Agreement.

For example:

College shall indemnify and save harmless Home, its employees and agents from any and all claims, demands, actions and costs whatsoever that arise out of the negligent acts or omissions of College, its Students, Faculty, employees or agents in the performance of this

Agreement or from any participation in the Practicum Activities arising from this Agreement.

For example:

Home shall indemnify and save harmless College, its Students, Faculty, employees or agents from any and all claims, demands, actions and costs whatsoever that arise out of the negligent acts or omissions of Home, its employees or agents, in the performance of this Agreement or from any participation in the Practicum Activities arising from this Agreement.

### **Insurance**

Home and College or University must identify the insurance requirements and responsibilities. All parties have the right to ask for proof of insurance.

For example:

Workers' Compensation:

College acknowledges that Students are not covered by Home's workers' compensation package. Students, while fulfilling the unpaid Placement, have Workplace Safety and Insurance Board or private insurance coverage in the event of an incident or injury. The cost of the coverage is funded by the Ministry of Training, Colleges and Universities (Ontario). Claims adjudication is done by the Workplace Safety and Insurance Board (Ontario) or the private insurer as applicable. College shall manage claims that may arise.

For example:

Home and College shall respectively at all times carry a policy or policies of general liability and professional liability insurance on a basis and in amounts sufficient to provide coverage in respect of all matters related to this Agreement and in no event less than five million (\$5,000,000) dollars per occurrence, to indemnify one another as herein provided and, prior to the commencement of this Agreement, shall deliver to the other party a certificate or certificates issued under such policy evidencing the placement and continuation of such insurance. It is a term of this Agreement that the insurance carried by each party shall at all times be acceptable to the other party. The insurance policies of each party shall name the other party as an additional insured, but only with respect to the Agreement, and the general liability insurance policies of the policies shall include the following endorsements:

- (i) Contractual liability;
- (ii) Personal injury, and
- (iii) Cross liability.

Each party to this Agreement shall give the other party at least thirty (30) days written notice in advance of material change or cancellation of the required insurance.

### **Signatures**

This section outlines the persons ultimately responsible for the Agreement. This is usually the title of the office that 'binds the organization.' This is followed by the names of the signatory. There is usually one signing authority per party, however, additional contact people can be named if the signing authority is not the direct program contact.

For example:

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers as of that date first above written

VALLEY LONG-TERM CARE

EXCELLENCE COLLEGE

Per: \_\_\_\_\_  
[insert name of signing officer]  
[Insert title of signing officer]

Per: \_\_\_\_\_  
[Insert name of signing officer]  
[Insert title of signing officer]

Per: \_\_\_\_\_  
[insert name of signing officer]  
[Insert title of signing officer]

Per: \_\_\_\_\_  
[Insert name of signing officer]  
[Insert title of signing officer]

Date: \_\_\_\_\_

Date: \_\_\_\_\_