

TERMS AND CONDITIONS

Background:

1. FM EDEC sites have been developed by the University and certain health care organizations, including the Site, to increase exposure to rural medical practice for learners of the Max Rady College of Medicine. The FM EDEC Program is meant to foster exposure to and interest in rural family medicine.

Services:

2. The Site shall ensure, as part of the Services:
 - (a) That prompt and meaningful evaluations are completed for all learners. In doing so, the Site shall use appropriate forms (e.g., "ITER") as requested by the University.
 - (b) That it appoints necessary individuals to fulfill the role of site director and education director (may be the same person), with appropriate administrative support, to ensure the appropriate planning for learner rotations, precepting services, and educational supports and activities as required by the University, in accordance with accreditation requirements.
 - (c) That it participates as requested by the University in the resident selection process, strategic council, and University committees and working groups requiring rural representation by the University.
 - (d) That when requested by a learner, it provides support in the search for reasonable rental accommodation (any associated rental agreements and rental payments are separate from this agreement).
 - (e) That all Physicians providing clinical precepting services to learners are experienced in health care education, can meet the FM EDEC Program requirements, will have and maintain a valid licence from the College of Physicians and Surgeons of Manitoba and have an appropriate University appointment. The appointment process is outside of this Agreement.

Term and Termination:

3. The Term is as specified in the cover letter of this Agreement.
4. This Agreement may be terminated before the end of the Term, by agreement of the Parties, or by the University if the funding it receives from the Government of Manitoba in support of the FM EDEC Program is terminated or reduced.
5. In the event of termination, any learner on placement shall be permitted to complete their placement.

Indemnity:

6. The Site agrees to indemnify and save harmless the University, as well as the Government of Manitoba (as funder of the FM EDEC Program) and its Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to property, or infringement of rights (including without limitation, privacy rights) caused by, or arising directly or indirectly from:
 - (a) the activities with respect to which the Site is involved;
 - (b) the performance of the Services or the breach of any term of condition of this Agreement by the Site or its officers, employees or agents; and
 - (c) any omission or any wilful or negligent act of the Site or its officers, employees or agents.

Insurance:

7. The Site agrees that it has appropriate insurance coverage to indemnify the University and Government of Manitoba as above noted and will provide insurance certificates to the satisfaction of the University and Government of Manitoba as they reasonably require.

Compliance with Laws, Agreements, Documents:

8. The Site agrees that it will:
 - (a) Comply with all applicable legislation, whether federal, provincial, or municipal, including applicable access and privacy laws, such as *The Personal Health Information Act* and *The Freedom of Information and Protection of Privacy Act*, and will maintain the confidentiality of this Agreement and related documentation as shared with the Site by the University. This includes ensuring that all preceptors maintain the confidentiality of all information pertaining to learners in accordance with such access and privacy laws.
 - (b) Comply with all policies, procedures, regulations and bylaws of the University applicable to the FM EDEC Program and to service suppliers generally; and
 - (c) Perform all acts reasonably required by the University regarding the FM EDEC Program, so as to ensure compliance with the following agreements:
 - i. Any learner placement affiliation agreement between the University and the Site or the Regional Health Authority of which the Site forms part; and
 - ii. Any agreement for funding of the FM EDEC Program between the University and the Government of Manitoba.

Record Keeping:

9. The Site agrees that it will comply with the University's requests for information so as to enable the University to meet its reporting obligations to the Government of Manitoba in relation to funding for the FM EDEC Program (including with regard to the preparation of a yearly budget, work plan, annual report and financial statements).
10. The Site agrees that all accounting records, financial documents and other records relating to the Services shall be preserved and available for inspection and audit by the University and/or Manitoba and their representative(s) and auditor(s) at all reasonable times while this Agreement is in effect; and for seven (7) years following the end of the fiscal year to which the record pertains.

Warranty:

11. The Site agrees that it will take all necessary action to diligently comply with the requirements set out in this Agreement and to perform the Services conscientiously, efficiently and to the best of its ability.

Financial Arrangements:

12. Payment by the University will be made to the Site quarterly in accordance with the Budget. A quarter of the funds will be advanced at the start of each quarter based on the Site's quarterly invoice.
13. Eligible Costs are those costs (plus applicable taxes) actually incurred and/or paid by the Site in accordance with the Budget, properly substantiated by supporting documents, which are reasonably necessary for the provision of Site deliverables.
14. A quarterly report consisting of financial and educational deliverables information will be completed by the last day of the month following the end of the relevant quarter by the Site using a template created by the University and provided to the Site for this purpose.
15. The Parties shall attend to a final reconciliation of the Budget at the end of the budgeted period and upon receipt of the Site's final invoice and annual report (to be received by the last day of the month following the end of the budgeted period and based on a template created by the University and provided to the Site for this purpose).
16. All favourable variances (surpluses) will be retained by the University.

17. Negative variances (deficits) will need to be adequately explained through a variance analysis procedure determined by the University and may be cause for a detailed audit.
18. The University's funding for the FM EDEC Program is limited and based on funding from the Government of Manitoba and as such, the University is unable to commit to funding deficits incurred by the Site.
19. Unless otherwise agreed upon by the University, the Site will ensure all amounts received based on the Budget are used to cover all Eligible Costs in accordance with forecasted costs, and for no other purpose.
20. The Site's payments to preceptors will be made in accordance with the rules dictated by the Canada Revenue Agency and at a rate determined by the University's Department of Family Medicine.
21. Any inability by the Site to manage the Budget without suitable explanation (for example, increases in deliverables) will affect the Site's participation as a FM EDEC.
22. The Site agrees to be solely responsible for all deductions, taxes and remittances payable to applicable taxation authorities due to amounts received pursuant to this Agreement.
23. For the purposes of certainty, the following are not considered Eligible Costs for which the Site is responsible:
 - (a) Resident travel for continuing medical education (this allowance is held and administered centrally);
 - (b) Certification course costs (unless the course is taught as part of Academic Days);
 - (c) Requests for teaching equipment (funding requests will be received by Family Medicine Executive Management);
 - (d) Undergraduate training and accommodation costs;
 - (e) Costs of learners from other streams or educational programs (e.g. urban residents assigned for a core rural rotation); nor
 - (f) Faculty development.

General:

24. The rights and obligations set out in this Agreement may not be further assigned by either Party.
25. The Parties shall do such further acts and deliver all such further documents as may be reasonably required to perform and carry out the provisions of this Agreement.
26. Nothing in this Agreement shall be construed to make the Parties partners.
27. This Agreement is made by the Parties as independent legal entities.
28. This Agreement contains the entire Agreement between the Parties with respect to the subject matter addressed. Any amendments to this Agreement, including with respect to Services and Budget, must be agreed to in writing by both Parties.
29. This Agreement may be executed in counterpart pages, and together will constitute one and the same Agreement. Any counterpart page delivered by electronic transmission shall be considered as an original.