Agenda – Executive Policy Committee – December 9, 2009

Report – Standing Policy Committee on Protection and Community Services – November 30, 2009

Item No. 4 Justice Institute of British Columbia Agreement with the Winnipeg Fire Paramedic Service
eFile FG-5.1

STANDING COMMITTEE RECOMMENDATION:

On November 30, 2009, the Standing Policy Committee on Protection and Community Services concurred in the recommendation of the Winnipeg Public Service and submits the following to Council:

1. That the City of Winnipeg through the Fire Paramedic Service enter into an agreement with Justice Institute of British Columbia (JIBC) to provide JIBC Students with opportunities for Field Preceptorship, training and/or evaluation within the WFPS.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report – Standing Policy Committee on Protection and Community Services – November 30, 2009

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On November 30, 2009, the Standing Policy Committee on Protection and Community Services concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

ISSUE: Agreement with Justice Institute of British Columbia (JIBC) to provide JIBC Students with Field Preceptorship (ambulance ride-alongs), Training and/or Evaluation within the Winnipeg Fire Paramedic Service (WFPS)

Critical Path: Standing Policy Committee on Protection and Community Services – Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
K. Stuebing Deputy Chief, Professional Development	J. Brennan Fire & Paramedic Chief	M. Ruta	A. Robinson Deputy CAO

RECOMMENDATIONS

1. That the City of Winnipeg through the Fire Paramedic Service enter into an agreement with Justice Institute of British Columbia (JIBC) to provide JIBC Students with opportunities for Field Preceptorship, training and/or evaluation within the WFPS.
2. That the Proper Officers of the City be authorized to do all things necessary to affect the intent of the foregoing.

IMPLICATIONS OF THE RECOMMENDATIONS

This involves a multi-year contract with a third party as the term of the agreement is from the date of signing until termination by either party with 45 days written notice.

HISTORY

The JIBC delivers a Primary Care Paramedic (PCP) program for the Department of National Defense (DND). As part of the training program JIBC has the requirement to provide its students with the opportunity for field preceptorship, training and/or evaluation. JIBC approached the WFPS to enter into an agreement for provision of these services and WFPS agreed on a cost recovery basis.

Fees associated with and for JIBC students to participate in field preceptorship, training and/or evaluation with the WFPS is $100.00 per student per day.

The draft agreement is attached.

FINANCIAL IMPACT

Financial Impact Statement **Date:** November 10, 2009

Project Name: **First Year of Program** **2009**

Agreement with Justice Institute of British Columbia (JIBC) to provide JIBC Students with Field Preceptorsip (ambulance ride-along), Training and/or Evaluation with the Winnipeg Fire Paramedic Service

	2009	2010	2011	2012	2013
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	16,500	30,000	30,000	30,000	30,000
Net Cost/(Benefit)	$ (16,500)	$ (30,000)	$ (30,000)	$ (30,000)	$ (30,000)
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (16,500)	$ (30,000)	$ (30,000)	$ (30,000)	$ (30,000)

Additional Comments: This financial impact statement assumes that 11 students will be trained in 2009 folllowed by a maximum of 20 per year after that. It is estimated that approximately 15 days per student would be required for precepting.

CONSULTATION

In preparing this Report there was consultation with:

SUBMITTED BY

Department: Fire Paramedic Service
Division: Administration
Prepared by: Michelle Weimer
Date: November 10, 2009
File No.



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THIS AGREEMENT in duplicate made effective as of the 26th day of October, 2009.

BETWEEN

THE JUSTICE INSTITUE OF BRITISH COLUMBIA
(School of Health Sciences - SOHS)

(the "JIBC")

AND

THE CITY OF WINNIPEG
(Winnipeg Fire Paramedic Service)

(the "CITY")

WHEREAS the JIBC delivers a Primary Care Paramedic program for the Department of National Defense (DND) in the Province of British Columbia, and from time to time due to the volume of students and/or operational issues, has the need to outsource the Field Preceptorship component of this program to facilitate completion of the program by DND students.

AND WHEREAS the City operates the Winnipeg Fire Paramedic Service ("WFPS");

AND WHEREAS the JIBC and the CITY wish to work in a cooperative manner to provide Field Preceptorship to the DND students of the Program, together with further exploration of other areas that may prove beneficial to both the JIBC and the CITY;

NOW THEREFORE THE JIBC AND THE CITY agree as follows:

SECTION 1 – TERM OF THE AGREEMENT

1. This Agreement comes into effect as of November 15, 2009, and shall continue unless terminated as specified under Section 12.

SECTION 2 – JIBC RESPONSIBILITIES

2. The JIBC will:

   (a) Designate a representative to meet with and/or liaise with the CITY for the purpose of scheduling and/or any other such requirement(s).

   (b) Provide a list of JIBC DND (PCP) students for integration into the Field Preceptorship Training Program with the CITY under the provisions of this Agreement ("JIBC Students").

   (c) Inform CITY with as much notice as is possible, of any scheduling changes required as a result of any unforeseen program changes.

   (d) Instruct JIBC Students to adhere to and abide by the rules and regulations associated with the operational and patient contact processes of the CITY in the Primary Care Paramedic Program.

   (e) Instruct JIBC Students to adhere to and abide by the rules and regulations associated with PHIA and FIPPA. Students may be required to sign a Personal Health Information Pledge of Confidentiality, in the form attached hereto as Schedule "A".

(f) Hold JIBC Students to JIBC standards for student conduct as outlined in applicable JIBC policies throughout their participation period with the CITY.

(g) Ensure that JIBC Students perform their duties in accordance with the established policies, procedures, rules and regulations of the CITY, while engaged in activities within the WFPS or in relation to patients, in so far as those policies, procedures, rules and regulations do not violate, or are not inconsistent with, JIBC student expectations, regulations and orders.

(h) Inform JIBC Students of the fact that Supervisory Staff from the CITY will, in all instances be the final authority on all aspects of care and services delivered and/or provided to patients within the CITY.

(i) Instruct JIBC Students to attend CITY worksites with JIBC/DND identification and dressed in the designated/approved JIBC/DND uniform.

(j) Ensure that JIBC Students attend CITY worksites with personal protective equipment that complies with WFPS safe work procedures.

(k) Ensure that JIBC Students are familiar with the Workplace Safety and Health Act and regulations that apply to any duties performed pursuant to this Agreement and comply with same.

(l) Ensure that JIBC Students are acquainted with any safety or health hazards that they may encounter as a result of performing any duties pursuant to this Agreement and have been given all appropriate information and training regarding all devices and equipment provided for their protection or for any other purpose.

(m) Ensure that JIBC Students have the appropriate immunizations, in accordance with Schedule "B", attached hereto to this Agreement and have successfully passed a medical physical evaluation, before entering CITY worksites.

(n) Ensure that JIBC Students have completed criminal record checks.

SECTION 3 – CITY RESPONSIBILITIES

3. The City will:

(a) Provide JIBC Students with opportunities for Field Preceptorship, training and/or evaluation within the CITY.

(b) Complete all competency management documentation per JIBC specifications.

(c) Notify the JIBC, as soon as possible after the JIBC provides an estimated number of students whether or not the CITY can accommodate the JIBC's requests for practical placements or ride-alongs for the term of this agreement.

(d) Retain overall responsibility for the health care provided to and safety of all patients.

(e) Allow JIBC Students to participate directly in patient care opportunities on a supernumerary basis.

(f) Allow JIBC Students to participate in the CITY educational and research opportunities, on a supernumerary basis. Notwithstanding Section 8.2, all research data pertaining to student evaluation will be treated within the confidentiality rules of WFPS and all such research material will remain the property of the CITY.

(g) Provide direct supervision of JIBC Students. When a requirement for supervision exists, the CITY supervisor will permit JIBC Students to assist as necessary and as appropriate, so as to gain practical experience and improve applicable skills. The CITY supervisor will be the final authority for all aspects of patient care and services provided.

(h) Report any issues regarding student conduct to the JIBC/DND Coordinator, School of Health Care PCP Program, as the CITY will exercise no disciplinary jurisdiction over JIBC Students.

(i) If and when required, ensure that all JIBC Students are provided with immediate access to the WFPS Exposure and/or Critical Incident Stress Management (CISM) protocols, As soon as possible following an incident the JIBC/DND Coordinator, School of Health Care PCP Program will be provided with notification and details of the incident.

(j) If and when a student sustains an injury during a practical placement or a ride-along or with the CITY and that injury results in treatment by a medical practitioner or lost time for the student from the work placement, the CITY shall notify the JIBC and Lead Preceptor immediately (within one-hour) of the incident taking place. The CITY shall complete and send to the JIBC, by facsimile not later than twenty-four (24) hours after the incident, a written incident report.

SECTION 4 – REPORTING REQUIREMENTS

4.1 ***Representatives:***

Each party has designated a representative(s) for all matters pertaining to this Agreement as follows:

(a) **JUSTICE INSTUTUE OF BRITISH COLUMBIA**:
(School of Health Sciences)
Eddy Workhoven
Director, School of Health care
715 McBride Boulevard
New West Minister, British Columbia, V3L 5T4
T: 604-528-5730 F: 604-528-5715
Email: eworkhoven@jibc.ca

(b) **WFPS:**
Jim Brennan
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service
2nd Floor, 185 King Street
Winnipeg, Manitoba R3B 1J1
T: 204-986-4081 F: 204-986-7920
E-mail: jbrennan@winnipeg.ca

4.2 The JIBC and the CITY shall keep or cause to be kept complete and accurate accounts and records respecting the performance of this Agreement.

4.3 JIBC Student performance evaluations will be coordinated by the representative of the JIBC, who will request information, as required, from the appropriate CITY supervisory staff, as listed above. WFPS will provide the requested information in a timely manner. The JIBC shall be responsible for all final assessment and marking of student performance.

SECTION 5 – FINANCIAL ARRANGEMENT AND PAYMENTS

5.1 **JIBC** is responsible for:

(a) All fees associated with participation of JIBC Students within the confines of this Agreement, as related to preceptorship, and/or evaluation.

(b) The JIBC will endeavor to pay all fees associated with participation of JIBC Students within the confines of this Agreement within 60 calendar days of receipt of the invoice for payment and satisfactory documentation, as may be reasonably requested by the JIBC, of preceptorship, and/or evaluation of JIBC Students.

5.2 The **CITY** is responsible for:

(a) Determination of all fees related to participation of JIBC Students in preceptorship, and/or evaluation within the CITY/WFPS, as set out in Section 6.

(b) The CITY will invoice the JIBC for preceptorship, after each rotation of students. The invoice will clearly detail the number of students and shifts.

SECTION 6 – FEES FOR SERVICE

6.1 The CITY has established that the fees associated with and for JIBC Students to participate in field preceptorship, and/or evaluation are set as follows:

Field Precepting - $100.00 per student per day

Fees Include: facilitation, coordination, assignment and monitoring of students and preceptors by the WFPS Clinical Education Coordinator. Fees will be paid per the form attached hereto as Financial Schedule "D".

6.2 The fees outlined in Section 6.1 are pursuant to precepting only and subject to an annual adjustment by the CITY on July 1, 2010 and each July 1st during the Term of this Agreement, to account for inflation and CITY increased expenses related to providing such services.

6.3 Any additional services will be subject to additional costs and will be determined by CITY and agreed to by JIBC.

SECTION 7 – SAFEGUARDING AND CONFIDENTIALITY OF INFORMATION

7.1 While this Agreement is in effect and at times thereafter the JIBC and the CITY and its Officers, employees, students and agents:

(a) Shall treat as confidential all information, data, documents and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement.

(b) Shall not disclose, or permit to be disclosed, to any person, corporation or organization such information, data, documents or materials without first obtaining written permission from each other.

7.2 While this Agreement is in effect and at all times thereafter the JIBC, its officers, employees and agents, and specifically including JIBC Students, acknowledges that it may be provided with or gain access to Personal Information as that term is defined in the *Freedom of Information and Protection of Privacy Act (Manitoba)* ("FIPPA") and to Personal Health Information as that term is defined in *The Personal Health Information Act (Manitoba)* ("PHIA"), herein collectively referred to as "Personal Information".

(a) The JIBC acknowledges that FIPPA and PHIA impose obligations upon it respecting Personal Information and the JIBC represents and warrants that while this Agreement is in effect and at all times thereafter it shall comply fully with the obligations imposed by FIPPA and PHIA.

(b) The JIBC agrees that the provisions of this Agreement are in addition to the obligations under FIPPA and PHIA and do not in any way diminish or restrict the obligations under FIPPA and PHIA which continue.

(c) The JIBC shall ensure that:

(i) every use of or access to the Personal Information by the employees of the JIBC or the JIBC Students shall be limited to the minimum amount necessary to deliver the Program and the Training which are the subject of this Agreement;

(ii) no person shall make unauthorized copies or reproductions of the Personal Information, including student records, in whole or in part, in any manner, form or medium;

(iii) no person shall use the Personal Information to sell goods or services to any individual, corporation, business, agency, organization or entity the Information is about.

(d) On expiration or termination of this Agreement for any reason, the JIBC shall:

(i) immediately refrain from any further use of, access to, disclosure of and transactions involving the Personal Information;

(ii) notwithstanding any other provision of this Agreement, immediately destroy all Personal Information which has been received from the CITY (including, without limitation, all copies) in a manner which adequately protects the confidentiality of the Personal Information or, at the request of CITY, transfer to the CITY all Personal Information; and

(iii) provide to the CITY Representative written certification in a form satisfactory to the CITY from a senior officer attesting to the destruction or transfer of the Personal Information.

7.3 Further to Section 2(e), JIBC acknowledges and agrees that JIBC Students participating in the Training must be trained in and have a full understanding of PHIA and FIPPA, and in addition must sign the CITY's Passenger in Vehicle Liability Release & Indemnity Form, containing a PHIA and FIPPA confidentiality pledge, in the form attached hereto as Schedule "C".

SECTION 8 – OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 The Electronic Preceptor System, including any website development, upgrades or other intellectual property related to the Electronic Preceptor System, is the sole and exclusive property of the CITY.

8.2 Except as provided in Sections 8.1 and 3(d), all information, data (including computer data), documents, photographs and materials developed by JIBC and/or the City any officers, employees or agents of the JIBC and the City in the performance of this Agreement and all copyright therein, shall be the joint property of the JIBC and the City, who shall have the right to use said material for their own purposes without payment to the other party.

SECTION 9 – LIABILITY AND INDEMNITY

9.1 JIBC acknowledges that notwithstanding the supervisory role provided by the WFPS, JIBC Students remain members of the JIBC at all times during the field preceptorship, training and/or evaluation within the WFPS, and where applicable, JIBC will purchase and maintain relevant workers compensation and/or student accident benefit cover to protect JIBC Students.

9.2 During the term of this agreement, JIBC shall obtain and maintain in full force and effect, at its own expense, the following insurance coverage:

(a) General Liability coverage acceptable to the CITY and subject to limits of not less than $10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof, contractual liability (including this Agreement), non-owned automobile, and students as additional insured. The Certificate of Coverage or binder for this coverage shall specifically state the definition of insured includes students.

(b) Malpractice/Professional Liability coverage to a limit of not less than $5,000,000.00. Such insurance shall provide coverage for all errors and omissions made by The Institute, its directors, officers, employees, teachers, faculty members, coordinators, students, or participants of this Agreement. The Certificate of Coverage or binder for this coverage shall specifically state that the definition of insured includes students.

(c) If applicable liability insurance in respect to owned licensed Motor Vehicles subject to a limit not less than $2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loses of use thereof.

9.3 The Institute shall include the CITY as an additional insured in its Commercial General Liability Insurance policy. The Institute shall provide such coverage in a form satisfactory to the CITY. If no satisfactory proof of coverage is provided to the CITY or if such coverage expires or is cancelled without adequate replacement, this Agreement shall be immediately terminated upon the CITY sending a notice of termination to The Institute.

9.4 JIBC shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the CITY.

9.5 JIBC shall provide written notice to the CITY of any material changes to their policies within thirty (30) days of the change taking effect.

9.6 JIBC shall provide the CITY with a certificate(s) of insurance, in a form satisfactory to the City Solicitor upon signing of this Agreement and prior to the commencement of any preceptorship and/or evaluation.

9.7 The CITY shall have the right to request that JIBC alter the limits and/or coverage's on its insurance policies as is reasonably required from time to time during the term of this Agreement and for any subsequent renewals thereof. JIBC will comply with such requests in a timely manner, provided that the CITY shall give the JIBC reasonable notice and shall only request reasonable changes.

9.8 JIBC agrees to indemnify and save harmless the CITY and its servants, employees and agents from all injury damage, action, suits, claim and demands of whatever nature in any way arising out of the performance of this Agreement, except to the extent that same are caused by negligence of the CITY, its servants, employees or agents.

9.9 With the exception of cover provided by JIBC under Section 9.1, the CITY agrees to indemnify and save harmless the JIBC and its servants, employees and agents from all injury damage, action, suits, claim and demands of whatever nature in any way arising out of the performance of this Agreement, except to the extent that the same are caused by the negligence of the JIBC, its servants, employees or agents, including JIBC Students.

SECTION 10 – LABOUR DISRUPTIONS

10.1 In the event of a labour dispute within the CITY, which would limit the CITY's ability to provide the Training, both the JIBC Student assignments to the CITY and the provisions of this Agreement will be placed in abeyance until such time as the labour dispute is resolved.

10.2 In the event of a labor dispute within the JIBC, at the sole discretion of the CITY, both the JIBC Student assignments to the CITY and the provisions of this Agreement may be placed in abeyance.

SECTION 11 – FORCE MAJEURE

11.1 In circumstances beyond the control of the CITY, including but not limited to a community disaster, fire, labour strike or other event that would substantially interfere with the CITY's duty to care to its patients, the CITY may immediately, without notice, suspend its obligations under this Agreement until such time when it is able or willing to resume its obligations under this Agreement. The discretion to determine the suspension of the CITY's obligations under this Agreement lies wholly with the CITY.

SECTION 12 – TERMINATION

12.1 Either party may terminate the Agreement at anytime by giving 45 calendar days notice in writing to the other party.

12.2 In the event of termination of the Agreement, any JIBC Student then currently enrolled in preceptorship, training and/or evaluation will be allowed to complete it and the CITY will be entitled to full compensation for said student(s).

12.3 Notwithstanding Sections 12.1 and 12.2, JIBC Students may be withdrawn, without notice, at the sole discretion of the JIBC, or by the CITY for cause in its sole discretion, acting reasonably. Should the CITY elect to withdraw the privileges of a JIBC Student, the JIBC Program Coordinator, School of Health Sciences PCP Program, will be notified and provided with the reasons thereof. No refunds will be provided in the event of termination under this Section.

SECTION 13 – SURVIVAL OF TERMS

13.1 All obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, confidentiality provisions and maintenance obligations.

SECTION 14 – NO ASSIGNMENT OF AGREEMENT

14.1 The JIBC and the CITY shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express written approval of the JIBC or the CITY as the case may be.

14.2 This Agreement shall be binding upon the administrators, successors and any permitted assigns of the JIBC and the CITY.

SECTION 15 – ENTIRE AGREEMENT

15.1 This document, including its Schedules (A, B, C & D) which form an integral part hereof, contains the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

SECTION 16 – AMENDMENTS

16.1 No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

SECTION 17 – NOTICES

16.1 Any notice of other communication to the JIBC under this Agreement shall be in writing and shall be delivered personally to the JIBC or a designated officer or employee of the JIBC or sent by registered mail, postage prepaid, or by courier (prepaid), or by way of facsimile transmission, to:

Eddy Workhoven
Director, School of Health Sciences
715 McBride Boulevard
New West Minister, British Columbia, V3L 5T4
T: 604-528-5730 F: 604-528-5715
Email: eworkhoven@jibc.ca

17.2 Any notice of other communication to the City under this Agreement shall be in writing and shall be delivered personally to the City or a designated officer or employee of the City or sent by registered mail, postage prepaid, or by courier (prepaid), or by way of facsimile transmission, to:

J.R. (JIM) Brennan
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service
2nd Floor, 185 King Street
Winnipeg, Manitoba R3B 1J1
T: 204-986-4081 F: 204-986-7920
E-mail: JBrennan@winnipeg.ca

17.3 Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labor controversy, notice shall be delivered personally, or by courier (prepaid), or by way of facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the parties.

THE CITY OF WINNIPEG

DATE: _____ _____
Mayor

DATE: _____ _____
City Clerk

JUSTICE INSTUTUE OF BRITISH COLUMBIA

DATE: _____ _____
Director, School of Health Sciences

Approved as to content:

_____
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service

Approved as to form:

_____
for Acting City Solicitor /
Manager of Legal Services