

MEMORANDUM OF AGREEMENT

British Columbia Academic Health Council – XX Regional Health Authority

Developing Inter-professional Collaborative Practice and Learning Environments across the Continuum of Care in Western and Northern Canada

1. BACKGROUND

The British Columbia Academic Health Council (the “**BCAHC**”) is party to a Contribution Agreement between the British Columbia Ministry of Health dated for reference March 25, 2010 (the “**Contribution Agreement**”). Pursuant to the terms of the Contribution Agreement, the BCAHC agreed to manage the Health Canada initiative entitled “Developing Inter-professional Collaborative Practice and Learning Environments across the Continuum of Care in Western and Northern Canada”.

The XX Regional Health Authority (the “**Initiative Partner**”) has selected clinical sites which will allow the Initiative Partner to provide practical information for decision-makers about the process, as well as the tools and resources needed, to implement and sustain exemplary patient centred, collaborative practice and learning models that promote high quality care by optimizing the knowledge and skills of all members of the health care team, while enhancing work life satisfaction, recruitment and retention.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this MOA the following terms have the meanings ascribed to them below:

- (a) “**Approved Spending Plan**” means the Jurisdiction Budget as approved by the BCAHC;
- (b) “**Canada**” means the Queen in Right of Canada as represented by Health Canada;
- (c) “**Jurisdiction Budget**” means the budget, substantially in the form attached as Exhibit 1, as approved by the BCAHC;
- (d) “**Local Initiatives**” means that initiative or those initiatives, as the case may be, set-out at Schedule 2(c);
- (e) “**MOA**” means this memorandum of agreement, the schedules, appendices and exhibits attached hereto, as the same are amended, modified and restated from time to time;
- (f) “**Eligible Expenditures**” means the eligible expenses approved by the BCAHC and incurred as a result of undertaking the Local Initiatives as further defined at Schedule 2(f); and

- (g) the “**Province**” means the Queen in Right of the Province of British Columbia as represented by the Minister of Health.

2.2 Interpretation

Bracketed and italicized text does not form part of this MOA and is only included for the parties' convenience.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1 The Initiative Partner's Roles and Responsibilities

The Initiative Partner will:

- (a) develop a budget for applicable Eligible Expenditures and submit such budget to the BCAHC for approval *[complete the Sample Jurisdiction Budget found in Attachment One to this MOA]*;
- (b) only use the funds provided by the BCAHC for approved Eligible Expenditures;
- (c) submit receipts and invoices for reimbursable Eligible Expenditures due as soon as possible after the end of each month during the Term;
- (d) report to the BCAHC variances of actual spending versus budgeted spending on a monthly basis when submitting invoices;
- (e) use reasonable efforts to ensure any appropriate staff involved in the Local Initiatives participate in project committees as required to achieve broader project deliverables (for example, Project Steering Committee, Working Committees, Jurisdictional Steering Committee, Site Committees);
- (f) use reasonable efforts to ensure any appropriate staff involved in the Local Initiatives participate in key infrastructure activities related to the Local Initiatives as required to achieve broader project deliverables (for example, development of the Evaluation Framework, development of the Health Human Resources Planning and Research Network and associated electronic Community of Practice);
- (g) engage staff involved in the Local Initiatives (research assistant(s) and facilitator(s)) as identified in the Approved Spending Plan through new hires, contracting and/or re-deploying existing personnel;
- (h) orient, train and manage staff involved in the Local Initiatives (research assistant(s) and facilitator(s)) as required;
- (i) maintain policies of insurance as required by Schedule 6.1(e);
- (j) develop and submit to the BCAHC, written Local Initiatives plans to make desired practice changes which plans will include:
 - (1) a description of the desired service delivery model (e.g. staff mix, education, experience) and context (e.g. organizational supports, leadership, policies) to

enhance inter-professional collaborative practice and learning and to optimise the workforce; *[TARGET STRUCTURE]*

- (2) a description of the target population that will be supported by the new service delivery model; *[TARGET PATIENT / POPULATION]*
- (3) a description of the patient/family, provider and system outcomes that the Initiative Partner anticipates can be achieved if the new service delivery model is implemented; *[TARGET OUTCOME]*
- (4) a description of the current roles and relationships within the team *[BASELINE ANALYSIS]* and a description of the learning and change management strategies to be used to achieve the new service delivery model, the optimized roles and the multi-target outcomes; and *[CHANGE PROCESS REQUIRED]*
- (k) conduct a formal organization Ethics Approval, if required, prior to initiating any changes; and
- (l) use reasonable efforts to implement the Local Initiatives during the Term.

3.2 The BCAHC's Roles and Responsibilities

- (a) The BCAHC will reimburse the Initiative Partner for approved Eligible Expenditures incurred during the Term within two weeks of submission of receipts and invoices documenting the eligible expenditures incurred in conjunction with the approved Eligible Expenditures. The BCAHC will, subject to this Section 3.2, reimburse the Initiative Partner for Eligible Expenses incurred before the termination of this MOA, but not submitted by the Initiative Partner until after the termination of this MOA.
- (b) Notwithstanding anything contained in this MOA, if the Initiative Partner (i) commits an event of default as set out at Section 4 of this MOA, (ii) does not remedy the default to the reasonable satisfaction of the BCAHC with 30 days, and (iii) the BCAHC terminates this MOA, then the BCAHC may not reimburse the Initiative Partner for any Eligible Expenses incurred by the Initiative Partner from the date of the event of default.
- (c) This Section 3.2 will survive the expiry or termination of this MOA.

3.3 Unspent Amounts

The Initiative Partner may apply in writing to the BCAHC to use any funds allocated under the Jurisdiction Budget which have not been spent or otherwise allocated to Local Initiatives within three months of their budgeted expense. Notwithstanding an application from an Initiative Partner made pursuant to this Section 3.3, the BCAHC may, acting reasonably, re-allocate any unspent or un-allocated funds to another initiative.

4. EVENTS OF DEFAULT

The following constitute events of default:

- (a) the Initiative Partner fails to perform or comply with any term, condition or obligation under this MOA;
- (b) the Initiative Partner, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the BCAHC;
- (c) the Initiative Partner fails to make progress so as to jeopardize the success of the Local Initiatives in accordance with this MOA; and
- (d) in the sole opinion of the BCAHC, such opinion being reasonably held, there is a detrimental change in the Initiative Partner's ability to carry out its responsibilities under this MOA.

5. CONDITIONS OF FUNDING

BCAHC's funding commitments will, at all times and in all situations, be subject to the following conditions:

- (a) the funding provided by the Province pursuant to the Contribution Agreement is materially the same as the amount committed by the Province to the BCAHC as of the date of this MOA.
- (b) no event of default has occurred under this MOA which has not been remedied to the satisfaction of the BCAHC within thirty days of the Initiative Partner receiving written notice of such event of default from the BCAHC; and
- (c) the BCAHC has not terminated this MOA as permitted by Section 7.

6. LIMITATION OF LIABILITY & INDEMNIFICATION

6.1 Limitation of Liability

- (a) The BCAHC, the Province and Canada shall not be held liable for any injury, including death, or for any loss or damage to the property of the Initiative Partner or for any obligation of the Initiative Partner or anyone else, incurred or suffered by the Initiative Partner or its agents, employees, contractors or voluntary workers in carrying out the Local Initiatives, including where the Initiative Partner has entered into loans, capital leases or other long term obligations in relation with this MOA, except to the extent that such injury or liability is caused by the negligence or wilful conduct of the BCAHC, the Province, or Canada or any employee, agent or anyone else for which the BCAHC, the Province or Canada are responsible for at law.
- (b) Neither the Initiative Partner, the Initiative Partner's personnel nor anyone who is asked by the Initiative Partner to help with the Local Initiatives or who is engaged to carry out the Local Initiatives or part of the Local Initiatives is an employee, servant, partner or agent of the BCAHC, the Province, or Canada. This includes voluntary workers, subcontractors, and agents of the Initiative Partner.

- (c) The Initiative Partner agrees not to represent itself as an agent or a partner of the BCAHC, the Province, or Canada at any time or in any situation.
- (d) The Initiative Partner agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else involved with the Local Initiatives.
- (e) During the Term of this MOA, the Initiative Partner will provide, maintain and pay for insurance as specified in Schedule 6.1(e), which may be amended from time to time at the reasonable discretion of the BCAHC.

6.2 Indemnification of the BCAHC

- (a) The Initiative Partner shall indemnify and save harmless the BCAHC, the Province and Canada and their officers and agents from and against all claims, losses, damages, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission, or delay on the part of the Initiative Partner, the Initiative Partner's officers, contractors or agents in carrying out the Local Initiatives or as a result of the Local Initiatives except that the BCAHC, the Province or Canada shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by, or contributed to by the negligence or wilful conduct of the BCAHC, the Province, Canada, or their officers, agents, or by anyone else for which they are responsible for at law.
- (b) The Initiative Partner shall indemnify the BCAHC for all costs, charges and expenses whatsoever that the BCAHC, the Province or Canada sustains or incurs in or about all claims, actions, suits and proceedings as regards to breach of intellectual property rights resulting from the performance of the Initiative Partner's obligations under this MOA.
- (c) The Initiative Partner's liability to indemnify or reimburse the BCAHC, the Province, or Canada under this MOA shall not affect or prejudice the BCAHC, the Province, or Canada from exercising any other rights under law.

7. TERMINATION

Notwithstanding anything contained in this MOA, the BCAHC may, at its sole discretion, terminate this MOA on 30 days written notice to the Initiative Partner.

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8. GENERAL TERMS & CONDITIONS

The general terms and conditions included at Schedule 8 hereto form part of this MOA.

AGREED to this the ____ day of _____, 2010.

**BRITISH COLUMBIA ACADEMIC HEALTH
COUNCIL**

XX REGIONAL HEALTH AUTHORITY

Per: _____

Authorized Signatory

Name:

Title:

Per: _____

Authorized Signatory

Name:

Title:

SCHEDULE 2(C)

Local Initiative(s) Description

SCHEDULE 2(f)

Eligible Expenditures

Funds may be used only for expenses directly related to the activities of the Local Initiatives. All goods and services including personnel costs provided by participants in the Local Initiatives shall be valued at cost and shall not include any mark-up nor exceed market value. All Jurisdiction Budgets, and any substantive changes made during the course of the project, must be approved in writing by the BCAHC. Eligible expenses, subject to approval by the BCAHC, generally include: personnel costs; general office equipment; project audit costs; and travel costs.

The following are examples of costs and expenses which are or are not eligible.

1. Personnel / Salaries

1.1 Direct salaries and wages paid by the Initiative Partner to project personnel for work undertaken exclusively for the Local Initiatives are eligible at the rates shown in payroll documents.

1.2 Personnel costs may include:

a. salaries of personnel (research assistant(s), facilitator(s)) identified as working on the Local Initiatives; and

b. time sheets, time logs or other records acceptable to the BCAHC for personnel claimed shall be maintained and made available for audit purposes.

1.3 Subcontractor costs working directly on the Local Initiatives are eligible providing that the per diem rate is reasonable and in-line with market value. The BCAHC reserves the right to request a copy of the subcontractor's agreement.

2. General Office Equipment

Computers/office equipment which will be consumed or used extensively in the course of the Local Initiatives are eligible to the extent they are identified in the approved budget.

3. Travel

Travel costs essential for the performance of the Local Initiatives or dissemination of the results are eligible costs at the lower of either (i) Health Canada / Treasury Board approved rates or (ii) local rates customarily used by the Initiative Partner. The purpose of the trip and the organization and/or persons visited must be recorded on the claims. A breakdown of the costs must also be provided.

4. Audit Costs

The Local Initiatives are subject to a possible audit by an accredited auditor. The audit's costs as a result of requirements imposed by the BCAHC, the Province or Canada are eligible costs.

5. General Non-Eligible Costs

The following costs are specifically ineligible for reimbursement:

- a. all expenditures for goods and services provided before the beginning of the Term or after the end of the Term;
- b. the cost of land and buildings;
- c. interest or finance charges;
- d. depreciation or amortization on assets paid for by the Crown;
- e. entertainment expenses;
- f. unreasonable compensation for officers or employees;
- g. any portion of costs that include a profit element, except subcontracts or consultant services provided by independent private-sector organizations; and
- h. any portion of costs that are based on flat administrative overhead charges to a parent organization, that could be reasonably construed as a profit or indirect service charge.

SCHEDULE 6.1 (e)

Insurance

1. Within 30 calendar days of the signing of this agreement, or any subsequent changes or renewal of its insurance coverage, the Initiative Partner shall, without limiting its obligations or liabilities herein and at its own expense, provide proof satisfactory to the BCAHC and maintain the following insurances with insurers licensed in the province where the Local Initiatives are being undertaken or carried out and in forms and amounts acceptable to the BCAHC:

a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under contract. The Province and the BCAHC is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province and the BCAHC with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability clause.

b) Professional Liability in an amount not less than \$1,000,000, insuring the Initiative Partner's liability resulting from errors and omission in the performance of professional services under this agreement.

2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

3. The Initiative Partner shall provide the BCAHC with evidence of all required insurance in the form requested by the BCAHC prior to the commencement of the Local Initiatives, and from time to time as requested by the BCAHC. When requested by the BCAHC, the Initiative Partner shall provide certified copies of required insurance policies.

SCHEDULE 8

General Terms and Conditions

1. TERM

The term of this MOA will commence on the date of signing this MOA and continue until March 31, 2011 or until terminated in accordance with this MOA, whichever comes first (the "**Term**").

2. INITIATIVE PARTNER'S GENERAL OBLIGATIONS

The Initiative Partner will:

- (a) carry out the Initiative in a diligent and professional manner and in compliance with all applicable laws, by-laws and regulations;
- (b) carry out criminal record interviews of staff involved in the Local Initiatives as required by applicable criminal records review legislation;
- (c) comply with all workers' compensation legislation and other applicable labour and employment legislation applicable to the Initiative Partner;
- (d) comply with applicable privacy legislation; and
- (e) hire and retain only appropriately qualified staff.

3. RECORDS AND AUDIT

3.1 Audit

- (a) The BCAHC reserves the right to audit or cause to have audited the accounts and records of the Initiative Partner to ensure compliance with the terms and conditions of this MOA. The scope, coverage and timing of such audit shall be as determined by the BCAHC, and may be carried out by employees or agents of the BCAHC at the BCAHC's expense.
- (b) The Initiative Partner acknowledges that the BCAHC or its agents may audit any or all of the records, including financial records of the Initiative Partner or its agents, whether directly or indirectly related to this MOA, as is necessary to satisfy the BCAHC that the objectives and activities of the Local Initiatives have been carried out and that the funds have been spent in accordance with the terms of this MOA.

3.2 Records

The Initiative Partner will:

- (a) keep accounts and records of all financial transactions in accordance with generally accepted accounting principles in place at the time of the creation of the record or account;
- (b) make such records available for audit by the BCAHC upon reasonable notice, which, in any event, will be no less than 15 days notice, and permit the BCAHC to audit and inspect the records, and to take extracts from and make copies of the records;
- (c) provide reasonable facilities to the BCAHC for such audits and inspections and provide the BCAHC with all information necessary to understand the records;
- (d) keep all records intact for six (6) years after the termination or expiry of the MOA, unless otherwise notified in writing by the BCAHC that such records are no longer needed;
- (e) immediately reimburse the BCAHC for any overpayments or disallowed expenditures, as determined by the audit; and
- (f) maintain all personal records in an appropriate and confidential manner.

4. ACCESS TO STAFF, RECORDS AND PREMISES

Upon reasonable notice, the Initiative Partner agrees to provide the BCAHC with access to the Initiative Partner's staff, records and premises for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this MOA, and related to the evaluation of the effectiveness or efficiency of the Local Initiatives.

5. EVALUATION

The Initiative Partner agrees to participate in any evaluation of the HealthCare Strategies Program that may be requested by the Province on behalf of Health Canada.

6. INTELLECTUAL PROPERTY RIGHTS

- (a) The BCAHC exclusively own all property rights in the accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that result from, are produced for, or associated with the Local Initiatives ("**Material**"). The Initiative Partner will deliver any Material to the BCAHC immediately upon our request.
- (b) From time to time, the BCAHC may request that the Initiative Partner permit the BCAHC, upon reasonable notice and at all reasonable times, to enter any premises used by the Initiative Partner to undertake the Local Initiatives or used to keep any Material pertaining to the Local Initiatives, in order for the BCAHC to inspect, audit, examine, review the Material and the Initiative Partner will comply in a timely manner with each such request.

- (c) Upon the BCAHC's request and the Initiative Partner will deliver to the BCAHC documents satisfactory to the BCAHC waiving in the BCAHC's favour any moral rights which the Initiative Partner (or its employees) or subcontractor (or its employees) may have in the Material, and confirming the vesting in of the copyright in the Material.
- (d) The Initiative Partner grants to the BCAHC the non-exclusive, perpetual, irrevocable, royalty-free, full assignable, worldwide license to use, reproduce, modify and distribute Material produced by the Initiative Partner and its subcontractors.
- (e) The Material may be used on the same basis as described in Section 6(d) above by the Initiative Partner for research and evaluation purposes only, provided that the results of such research and evaluation shall be shared with the BCAHC, except where release of the Material is prohibited by applicable privacy legislation.

7. ASSIGNMENT AND SUBCONTRACTING

The Initiative Partner shall not assign this MOA or any part or responsibility thereof, any obligation therein, or any payments to be made thereunder without the prior written consent of the BCAHC. Any assignment made without that prior written consent is void and of no effect.

No subcontract entered into by the Initiative Partner will relieve the Initiative Partner of any of its obligations under this MOA or impose upon the BCAHC any obligation or liability arising from any such subcontract. The Initiative Partner must ensure that any subcontractor fully complies with this MOA in performing the subcontracted services.

8. INTERPRETATION

This MOA shall be interpreted in accordance with the laws in force in the Province of British Columbia and the laws of Canada applicable therein.

9. DISPUTE RESOLUTION

All disputes arising out of or in connection with this MOA will be referred to and finally resolved by arbitration under the rules of the British Columbia International Arbitration Centres ("**BCIAC**"):

- (1) the appointing authority will be BCIAC; and
- (2) the case will be administered by BCIAC in accordance with its "Procedures for Cases Under BCIAC Rules".

The ability of the BCAHC or the Initiative Partner to take action under this MOA shall not be prejudiced by this section or any procedure flowing from it.

10. OFFICIAL LANGUAGES

The Initiative Partner is responsible for clearly identifying the clientele of the Local Initiatives and, in consultation with the BCAHC, taking the necessary measures to respect the spirit and intent of the *Official Languages Act* (Canada) to communicate with the public in the official language (i.e. English or French) of their choice.

If it is, or should be, determined by the Province and Canada that the "numbers warrant" including both official linguistic communities, then the Local Initiatives shall be deemed to include the following statement:

“that announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages and that community members of both official languages be encouraged to participate in the Initiative.”

EXHIBIT 1

JURISDICTION BUDGET

			July	August	September	October	November	December	January	February	March	Total
		Notes										
Site Management												
	Research Assistant Facilitator											
	Site Champions Honoraria	Intended to provide some minimal incentive for project participation										
	Incentives and Support for Project Participation	Intended to provide minimal incentive and support to staff and students who participate in the project										
	Transcriptions Services	As required										
		Total Operations										
Travel & Accommodation		For research assistants and facilitators										
		Total Travel & Accommodation										
Meetings/ Conferences/ Workshops/ Seminars/ Training/ Consultations		For research assistants and facilitators										
		Total Meetings & Conferences										
Equipment		Intended for purchase and/or rental of computers/office equipment at sites										
		Total Equipment										
		BUDGET TOTAL										