

CLINICAL TEACHING ASSOCIATE, VOLUNTEER PATIENT, AND STANDARDIZED PATIENT CONDUCT AGREEMENT

TO: The University of British Columbia (“**UBC**”), represented by its Faculty of Medicine, and its directors, officers, agents, affiliates, students, employees and other representatives

1. I agree to participate as a volunteer patient (“**VP**”) and/or standardized patient (“**SP**”), or clinical teaching associate (“**CTA**”) (collectively referred to as the “**Participants**”) in teaching and/or assessment sessions for medical students in the UBC Faculty of Medicine Undergraduate Medical Education Program (the “**Program**”). I understand that I will be interviewed and/or examined by Program medical students and/or their supervisors in teaching and/or assessment sessions (the “**Learning Activities**”) held at the Program’s academic or clinical campuses, including campuses of UBC, UBC Okanagan, the University of Victoria and/or the University of Northern British Columbia (collectively, the “**Institutions**”).
2. I understand that my participation in the Learning Activities will be in accordance with the pedagogical requirements of the Undergraduate Medical Education Program and specific session learning objectives.
3. **For Standardized Patients:** I understand I will be physically examined by Standardized Patient Trainers for training purposes.
4. **For CTAs:** I agree to be specifically trained to assist in the teaching of breast and/or pelvic (female), or genital and rectal (male) examinations.
5. **For participants in sessions involving ultrasound examinations:** I understand that performing an ultrasound examination involves placing gel and an ultrasound transducer on various body parts, and that there is no radiation exposure with ultrasound.
6. I agree that I am responsible for monitoring my physical and emotional responses before and during the Learning Activities and for determining whether participating or continuing in the Learning Activities will jeopardize my health, safety or well-being.
7. I understand that I can, at any time, stop the examination and/or discontinue my participation in any particular Learning Activity.
8. I understand that even if I choose to continue in a Learning Activity my participation is ultimately the decision of the faculty supervisor.
9. I understand that the Learning Activities are for instructional, practice, and/or assessment purposes only and they do not constitute, or act as a substitute for personal medical care. I understand that I am responsible for my own medical care and agree that I will direct my health and medical care questions to my own health care provider and not to the student or the supervisor. I also understand that if I have any undiagnosed medical conditions, these may not be detected by the student or supervisor during the Learning Activities.
10. In the event that any abnormal findings are discovered or confirmed by a faculty supervisor in the course of my examination, I understand that I will receive an offer to have those findings communicated to my primary care physician or to the physician of my choice. I understand that the physician to whom these findings will be reported, and not the supervisor, will be responsible for any subsequent actions related to the abnormal findings including diagnosis and treatment of any medical condition related to the abnormal finding.

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University of Northern BC
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Southern Medical Program
UBC Okanagan
Clinical Academic Campus
2312 Pandosy Street, 2nd Floor
Kelowna BC V1Y 1T3

Vancouver Fraser Medical Program
University of British Columbia
Gordon & Leslie Diamond Health Care Centre
2775 Laurel Street, 11th Floor
Vancouver BC V5Z 1M9

11. As a Participant, I agree that I will treat other Participants, as well as medical students, faculty supervisors, Program staff, and all other representatives of the Institutions with fairness, courtesy, dignity and respect. I agree that I will not engage in any form of harassment or discrimination while attending at the Program's academic or clinical campuses for the purpose of participating in the Learning Activities.

12. I further agree to respect the privacy of the other Participants, medical students, faculty supervisors, Program staff and other representatives of the Institutions. I understand that information that I receive while participating in the Learning Activities is confidential and not to be disclosed to anyone in any manner, unless provided for herein. In particular, I agree not to discuss the identity or behaviour of medical students or supervisors with anyone other than the Program staff, course director or the supervisor involved in the Learning Activity. I understand that my obligation to maintain the confidentiality of the information that I receive as a Participant is effective throughout the duration of and after my placement as a Participant. I understand that confidential materials (e.g., OSCE cases, intellectual property of UBC) must not be shared, copied or distributed. I will seek clarification from Program staff if I have any questions or concerns about confidentiality.

13. If there is a possible conflict of interest with a student or supervisor, such as relationship by blood or marriage, or currently or previously in a significant business or personal relationship, or where a conflict of interest has previously been identified, I agree to inform the Program staff immediately.

14. I acknowledge that UBC may collect my personal information, including medical information, under the authority of section 26(c) of the *Freedom of Information and Protection of Privacy Act*. This information will be used by UBC to assess my suitability to be a Participant and my suitability to be a Participant in particular condition- or symptom-specific Learning Activities. I understand that UBC maintains restricted-access, secure databases of such personal and medical information. I hereby consent to the collection and storage of such information in the database and to the disclosure to appropriate Institution staff and faculty of personal or medical information relevant to and/or necessary for my participation in particular Learning Activities. Except as provided for in this Agreement, I do not consent to disclosure of such information to other third parties.

I HAVE READ, UNDERSTAND AND AGREE TO CONDUCT MYSELF AS A PARTICIPANT IN ACCORDANCE WITH THE EXPECTATIONS LISTED ABOVE. I AGREE THAT UBC MAY COLLECT MY PERSONAL INFORMATION as described above. I FURTHER AGREE TO KEEP CONFIDENTIAL ANY INDIVIDUAL INFORMATION RELATING TO OTHER PARTICIPANTS, MEDICAL STUDENTS, FACULTY SUPERVISORS, PROGRAM STAFF OR OTHER REPRESENTATIVES THAT I MAY RECEIVE IN THE COURSE OF MY ROLE AS PARTICIPANT. IF, AT ANY TIME, I CONDUCT MYSELF IN A MANNER THAT CONTRAVENES THESE EXPECTATIONS, I UNDERSTAND THAT I MAY BE ASKED TO CEASE PARTICIPATING AS A CLINICAL TEACHING ASSOCIATE, VOLUNTEER PATIENT AND/OR STANDARDIZED PATIENT.

Signature

Date

Printed Name

Witness

CLINICAL TEACHING ASSOCIATE, VOLUNTEER PATIENT, AND STANDARDIZED PATIENT WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY: BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION.

TO: The University of British Columbia (“**UBC**”), represented by its Faculty of Medicine, and its directors, officers, agents, affiliates, students, employees and other representatives (the “**Releasees**”)

1. In this Release Agreement, the term “**Learning Activities**” means those activities that I agree to participate in my role as volunteer patient, and/or standardized patient, or clinical teaching associate (collectively referred to as the “**Participants**”) in teaching and/or assessment sessions for medical students in the UBC Faculty of Medicine Undergraduate Medical Education Program, including but not limited to: interviews and examinations conducted by medical students and/or their faculty supervisors in teaching and/or assessment sessions.
2. I understand that participation in the Learning Activities, though generally safe, may pose some inherent risk to Participants, including, but not limited to: bruising; exacerbation of current medical conditions as a result of repeated examination; emotional distress; and physical discomfort. I further acknowledge that in addition to these risks, there are both known and unknown risks of injury that may occur as a result of my participation in the Learning Activities that are not specifically listed.
3. I acknowledge that I may ask questions of the faculty supervisor and/or Program representatives regarding additional risks prior to participating in the Learning Activities and/or signing this Agreement. I further acknowledge that I can, at any time, stop the examination and discontinue my participation in any particular Learning Activity.
4. I understand that the UBC Faculty of Medicine makes every effort to protect Participants from risks associated with participation in the Learning Activities; however, I AM AWARE OF THE RISKS ASSOCIATED WITH MY PARTICIPATION IN THE LEARNING ACTIVITIES AND I VOLUNTARILY ASSUME ALL SUCH RISKS, including risks not specifically listed or anticipated by UBC or me, AND THE POSSIBILITY OF PERSONAL INJURY OR LOSS RESULTING THEREFROM. I am also aware that UBC does not carry accident or medical or dental insurance on my behalf.
5. In consideration of the Releasees allowing me to participate in the Learning Activities, any remuneration that I may receive and any other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:
 - a. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees;
 - b. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense (including legal fees) that I may suffer, or that my next of kin may suffer as a result of my participation in the Learning Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE; INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER’S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS OF THE LEARNING ACTIVITIES REFERRED TO ABOVE; and
 - c. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Learning Activities.

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6. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
7. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and no other jurisdiction.
8. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.
9. I understand that my waiver, release and indemnity of the Releasees contained in this Agreement is effective throughout the duration of and after my placement as a Participant. I understand that the Releasees shall not review this Agreement with me on an annual or biennial basis, notwithstanding my ongoing placement as a Participant. I acknowledge that I may request a copy of this Agreement at any time during my ongoing placement as a Participant.
10. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Learning Activities, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature

Date

Printed Name

Witness