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Vendor Access Application Form

Vendor Representative: _____ (“Vendor”)
(First Name) (Last Name)

Vendor Company: _____ (“Vendor Company”)

Sponsor’s Name: _____ (“Sponsor”)
(First Name) (Last Name)

Department/Division: _____

Site(s) applicable: *Select all that apply.* **Clinical Setting** **Operating Room** **Research**

PMH **TGH** **TWH** **TRI** **PMCRT** **Michener**

For the date or time period of: (Start) _____ to _____ (End)

Reason(s) for access: *Select all that apply.*

Contract with UHN: Patient Care/Training/Education

Contract #

Product Support: Patient Care/Training/Education

Product Name:

Sales

Education of Vendor

Other

All Vendors must read and agree to comply with the following information:

1. University Health Network (“UHN”) will provide access to UHN facilities as specified above (“Vendor Access”) to Vendors who have a separate contract with UHN or who are required for product support. The duration of Vendor Access will be determined by the Sponsor requesting the Vendor Access and may be up to 1 year. Duration of Vendor Access for the purpose of sales or Vendor education will not be granted for periods exceeding 7 days. Vendor Access granted for one purpose cannot be used for another purpose. For example, Vendor Access which has been granted to facilitate contract obligations cannot be used for access for purposes of sales or education. A separate application must be completed. A separate fee will be charged.

2. Vendor understands and agrees that he/she must be accompanied by the Sponsor when observing patient care activities and that he/she is not allowed independent access to patients or patient records (electronic or hard copy), any UHN financial records or any computer or operating system. Vendor agrees to comply with all UHN identification procedures, which may include wearing a Vendor badge with photo ID. Vendor and Sponsor will clearly identify the Vendor to all patients encountered, and observation of patient care activities will

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only occur after the patient has given permission for the Vendor to be present. Patient permission is not required when the Vendor is providing a service required in a contract or at a physician's request for product support.

3. Vendor has read, understands and agrees to comply with all applicable policies and procedures of UHN, including, but not limited to, the UHN Vendors policy. Vendor agrees not to disclose or discuss patient identifiable information with any persons except with other healthcare providers involved in the patient's care as needed to facilitate the Vendor Access. Vendor agrees to follow the requirements of the Personal Health Information Protection Act (PHIPA) to the extent applicable and acknowledges the obligation to protect patient confidentiality forever, even after the Vendor Access period has expired. Vendor will sign a separate Vendor Confidentiality Agreement outlining Vendor's confidentiality obligations in greater detail.
4. Vendor understands that he/she will not provide medical care to patients during the Vendor Access period unless it has been expressly agreed to in a separate contract with UHN. Vendor understands that medical care includes, but is not limited to performing any of the following functions: taking a medical history; performing a physical examination; diagnosing or treating a patient's condition; prescribing or administering drugs; writing notes or orders in a patient's chart; performing or assisting in a surgical procedure; or billing for services rendered. Vendor further acknowledges that providing medical care to patients in violation of this Agreement may result in civil liability, licensing sanctions or criminal penalties. Vendor agrees to follow all instructions of her/his Sponsor or other members of the clinical team, and understands that failure to do so may result in the termination of the Vendor Agreement by UHN. Vendor, in his or her personal capacity and as an authorized representative of Vendor Company, hereby represents and warrants that Vendor and/or Vendor Company (as applicable) have in place professional liability and general liability insurance in amounts sufficient for the nature of Vendor's access and responsibilities during the Vendor Access period.
5. Vendor understands that he/she is not, and will not be considered, an employee/staff member of UHN. Vendors are not entitled to salary, benefits, reimbursement of expenses or other compensation. Vendor understands that he/she will not be provided with liability coverage or medical insurance during the Vendor Access period and will not be covered by workers' compensation coverage or UHN's workplace accident insurance if injured during the Vendor Access period.
6. Before coming to any UHN site at any time throughout the access period the Vendor must self-screen for communicable diseases prior to entering the hospital (self-screening tool is available on UHN website under 'Patients and Visitors' section). Vendor agrees not to enter the UHN site if he/she has a sign or symptom of a communicable illness or otherwise fails self-screening. Vendor agrees to leave the UHN site if he/she develops a sign or symptom of a communicable illness.
7. UHN may terminate the agreement at any time and in its sole discretion by providing notice to the Vendor or instructing the Vendor accordingly. Vendor understands and agrees that he/she may be required to leave UHN premises immediately should Vendor Access be terminated by UHN. Vendor acknowledges that no appeal or grievance rights exist to challenge the termination of a Vendor's time at UHN.
8. Vendor Company and Vendor, for him or herself, his or her personal representatives, heirs, assigns and all others who might have a similar claim, hereby waives, releases and forever discharges UHN, its respective employees, directors, agents, staff and other representatives from any responsibility or liability for personal injury (including, but not limited to, illness, death and damage to or loss of property) that may be incurred due to the negligence, willful blindness or deliberate act of the Vendor or its respective employees, directors, agents, and other representatives, or due to accidental occurrences arising from activities relating to this Vendor Access experience, whether foreseeable or not.

9. Vendor Company and Vendor agrees that this agreement shall be construed, interpreted and enforced in accordance with, and respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada. Vendor irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals there from.

VENDOR AND VENDOR COMPANY

On behalf of myself and Vendor Company, I warrant that I have read this agreement, understand its contents and agree to be bound and abide by its terms and conditions. I have authority to bind Vendor Company.

Name of Vendor: _____

Name of Vendor Company: _____

Signature: _____

Title: _____

Date: _____

SPONSOR & SIGNING AUTHORITY ACKNOWLEDGMENT

I/we have read, understood and agree to comply with the terms of this agreement and the Vendors Policy in my/our capacity as Sponsor. (If Vendor will be working with multiple physicians all should be listed. If a single physician is authorizing the Vendor Access for multiple physicians this should be indicated in a separate attachment).

Sponsor

Signing Authority

(Level above Sponsor, i.e., Surgeon-in-Chief, Medical Director, Manager, Division Head)

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____