

**AGREEMENT BETWEEN
THE UNIVERSITY OF WESTERN ONTARIO (hereinafter called the
"University") AND
HÔTEL-DIEU GRACE HEALTHCARE (hereinafter called the "Hospital")**

WHEREAS the Hospital is a public hospital under the *Public Hospitals Act* of Ontario, accredited by Accreditation Canada;

WHEREAS the University and the Hospital wish to continue the long-standing affiliation between their two institutions, and the University wishes to continue to utilize available resources and facilities of the Hospital in the conduct of its academic programs and the Hospital consents to such use in accordance with the terms set out herein;

WHEREAS the University and the Hospital recognize the objectives of the provision of exemplary health care and exemplary educational programs, and the encouragement of research in health sciences, and they wish to ensure that patient care, educational, and research programs are efficiently directed, coordinated and inter-related with the University and the Hospital within available resources; and

AND WHEREAS the objectives set forth above can best be achieved by a close and harmonious relationship between the Hospital and the University and by jointly and individually accepting responsibilities as set forth in this Agreement;

THEREFORE, the Parties agree as follows:

1. BASIS FOR AFFILIATION

The purpose of this Agreement is to provide a mechanism whereby the University and the Hospital may continue to collaborate in efforts to accomplish their common goals: the provision of a high standard of health care and a high standard of teaching programs. The University encourages the precept that high quality and effective clinical teaching programs require excellent patient care. The Hospital acknowledges that improvement in patient care will be facilitated if undertaken in a setting of teaching and research.

In order for both the University and Hospital to fulfill their teaching and learning objectives, the Hospital is willing to provide available facilities and resources for the clinical, research and practical training experiences for the University's students (as defined in Appendix 2) and the University is willing to permit its students to gain clinical and practical experience in the Hospital and allow its students to participate in research and clinical activities in the Hospital.

Therefore, the purpose of this affiliation is to provide a foundation upon which the University and the Hospital may continue to collaborate and cooperate in their efforts to accomplish their individual and common goals.

2. RESPONSIBILITIES AND EXPECTATIONS OF AFFILIATION

(a) Recognition of Special Relationship

i) In recognition of the close relationship between the University and the Hospital and their shared academic mission, the Hospital agrees that the University's academic resource requirements relating to undergraduate and postgraduate medical training in the Hospital shall have precedence over those of other universities or post-secondary institutions and the Rural Ontario Medical Program (ROMP).

ii) To facilitate the special relationship between the Hospital and the Schulich School of Medicine & Dentistry (Schulich Medicine & Dentistry), the Vice-Dean Faculty Affairs, Schulich Medicine & Dentistry (or designate) shall be appointed to the Medical Advisory Committee (MAC) of the Hospital and the Dean, Schulich Medicine & Dentistry (or designate) shall provide a quarterly report to the Board of the Hospital on key issues relating to this affiliation.

iii) The University and the Hospital, whenever possible, will inform each other of their future plans, programs and services, including possible changes to, or elimination of existing programs, resources or services that may affect undergraduate and postgraduate medical training in the Hospital.

Whenever possible, however in no way mandatory, the parties will endeavor to give twelve months' notice of any such plans or changes and will attempt to reach an agreement to prevent or minimize the impact of proposed changes on the programs and operations of the other party.

iv) The University and the Hospital will meet on an on-going basis to discuss and negotiate resource funding issues. Resource funding issues relating to medical and dentistry training will also be addressed through the Windsor/Western Joint Liaison Committee and/or the Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee (see below).

(b) General Obligations

The Hospital:

i) The Hospital is solely responsible for establishing, maintaining and setting standards for delivery of clinical care and services and for the provision of patient care and the determination of which clinical services it will or will not provide. The Hospital acknowledges that the University is solely responsible for establishing courses and programs of study, determining standards for its students, faculty and teaching programs, and generally for all other matters of an academic nature relating to the education of students in the Hospital.

ii) It is recognized that access by students to Hospital inpatients and ambulatory patients for teaching programs is an integral part of their education and the Hospital will allow such access, in accordance with course and program requirements, subject to the informed consent of the patient or substitute decision maker. The Hospital agrees that such access will include the assessment of patients and their follow-up care, and participation in and performance of supervised procedures in a manner permitting increasing responsibility in accordance with supervised experience. Notwithstanding the foregoing, the Hospital may terminate such access in accordance with Appendix 2, section 1.2.4.

iii) The Hospital will inform the University's students, faculty, and other University staff of any policies, rules and regulations of the Hospital with which they must adhere to while at the Hospital.

iv) The Hospital will give the University's students, faculty, and other University staff an orientation program which includes an introduction to Hospital administration procedures and Hospital rules and regulations pertinent to these individuals.

v) The Hospital is responsible for operating an occupational health and safety program including site specific orientation and training to meet the requirements of provincial legislation. It will provide protective clothing and equipment to students and faculty in those areas where the Hospital normally provides them for staff and will provide change rooms and/or lockers pertaining to areas where special precautions are required by Hospital regulations. In the event

of a student workplace injury (unpaid placements), it shall complete and forward an accident/incident report to the appropriate University coordinator. However, it is agreed that students (with the exception of postgraduate medical students) and faculty are not considered employees of the Hospital for the purposes of the *Workplace Safety and Insurance Act*, the *Labour Relations Act*, the *Employment Standards Act*, and any other provincial or federal legislation unless they have entered into a separate employment relationship with the Hospital.

vi) The Hospital will provide access to its employee Health Services or Emergency Services to the University's students, faculty, and other University staff for emergency situations arising in the Hospital during teaching programs or as a result of exposure during such training activity. Postgraduate medical students will have access to the Hospital's Employee Health Services for all situations arising in the Hospital.

vii) The Hospital will provide access to its available resources and facilities for the clinical and practical training experiences for students of the University wherever possible. However, allocation of the Hospital's resources and facilities will be at the sole discretion of the Hospital. The Hospital will consult with the University as set out in section 2(a) (iii) above if there are anticipated changes to the allocation of Hospital resources, programs and facilities that may affect medical training in the Hospital.

viii) The Hospital will consult with the University at regular intervals, at a minimum of once annually, throughout the year to discuss the University's needs with respect to required space allocation within the Hospital for the purposes of learner teaching, research and training. Room size, quantity and location will be communicated. (See also Appendix 2, s.1.3.4.) Space allocation needs specifically for Schulich Medicine & Dentistry learner teaching, research and training will also be addressed through the Windsor/Western Joint Liaison Committee and/or the Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee (see below).

ix) The Hospital will recognize the affiliation with the University by appropriate signage approved by both the Hospital and the University.

The University:

i) The University is solely responsible for establishing, maintaining and setting standards for, the training and educational programs for its students. (See "Teaching and Academic Programs" below).

ii) The University acknowledges that the Hospital, in fulfilling its legal obligation to provide health services and carry out its responsibilities of maintaining the quality of patient care and protecting the rights of the patient, retains the sole authority for the effective operation of the Hospital.

iii) The University agrees to require all of its students, faculty and other University staff studying and teaching, working or doing research at the Hospital pursuant to this Agreement to become familiar with and comply with the policies, rules, regulations and ethical guidelines of the Hospital that are relevant for their areas of involvement within the Hospital. Faculty, staff and students of the University are also required to comply with all policies of the University.

iv) The University will co-operate with the Hospital in establishing effective methods in evaluating programs and services, and the parties may establish such rules and regulations as they may see fit from time to time.

v) The University will cooperate with the Hospital in the utilization and access of the Hospital's available facilities and resources for the clinical, practical training and research experiences for

students of the University.

vi) The University will provide to the Hospital a yearly disclosure of Schulich Medicine & Dentistry personnel who will be involved in the training of students at the Hospital.

vii) The University agrees to ensure that its students and residents are N95 fit-tested prior to Practicum placement. Students are to show evidence of N95 fit-testing to the appropriate On-Site Faculty member or Hospital Preceptor (as applicable); should there be a need for N95 use during the Practicum placement and Students' requirements differ from those masks provided by the Hospital, the Hospital is responsible for fit-testing the Students.

(c) The Appointment of Staff

The parties recognize that it is primarily through their staff that they are able to achieve excellence in their endeavors, and that a primary instrument for effecting this affiliation is through the parallel appointment of their staff in specific disciplines. In making such appointments, the parties will respect the staff appointment policies of each other. Academic appointments at the University are subject to, and must be made in accordance with, the University's internal appointment policies and procedures. Similarly, Hospital appointments are subject to, and must be made in accordance with, the Hospital's internal appointment policies and procedures.

While acknowledging that the Hospital and the University each retain sole authority for the appointment decisions at their respective institutions, the Hospital and University recognize the importance of joint human resource planning in areas affecting both institutions.

The parties will support each other in their efforts and processes to maintain excellence, particularly in relation to staff assessment and promotion, program evaluation and student evaluation of staff.

The parties shall inform each other of any changes in appointment status of individuals with parallel appointments, including any suspensions, resignations or terminations. In addition, the parties shall notify each other of any allegations against such individuals that may reasonably have an effect on, or impact, the individual's responsibilities at the other institution, and they shall also share information relating to any investigation and discipline of such individuals, subject to any applicable privacy legislation.

(d) Teaching and Academic Programs

The Hospital acknowledges that the University is responsible for the conduct of all of its academic programs at the Hospital within the ability of the Hospital to provide the necessary space and other needed resources and without jeopardizing the proper standard of patient care as determined by the Hospital. The development of the teaching programs shall have regard to the number of students registered. The implementation and operation of such programs within the Hospital shall be subject to the approval of the Hospital.

The Hospital recognizes the University's ultimate authority with regard to any decisions made with respect to its academic programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by various Hospital staff in the planning, administration, presentation and review of its teaching programs, and therefore where appropriate will involve such staff in these processes. The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as departmental and institutional reviews, accreditation surveys, assessment of teaching staff, program evaluations, student assessments and provision of feedback.

Details of the arrangements between the parties concerning teaching, student training and teaching facilities are contained in Appendix 2 to this Agreement.

(e) Research

The Hospital and the University may establish *ad hoc* working groups from time to time to look into and make recommendations relating to research issues affecting both institutions.

(f) Library and Information Services

The parties recognize the necessity of the provision of excellent library and information services in order to achieve their common goals in education. The Hospital will ensure that students and University faculty have access to WiFi in the Hospital in order to access online library resources.

(g) Health Care Delivery

In supporting the Hospital in achieving its goals and carrying out its responsibilities in health care delivery and patient care, the parties acknowledge that the Hospital is solely responsible for all health care delivery and patient care that occurs on the Hospital's premises or under the Hospital's jurisdiction. Nevertheless, the Hospital recognizes that the University has an interest in patient care and health care delivery, particularly as they impact on the teaching of students. Thus, where applicable the Hospital will involve University staff who are engaged in educational activities at the Hospital in the planning and review of procedures for patient care and the delivery of health care. The University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and health care delivery particularly with regard to such processes as accreditation and review, staff evaluations, program assessments and through the offering of constructive criticism and evaluation to the Hospital.

(h) Confidentiality

The parties recognize that in pursuance of their joint or collaborative activities and responsibilities, they are required to share personal and other confidential information with each other. They agree to use the personal or other confidential information provided by the other party solely for the purpose for which it was provided and they will make all reasonable security arrangements to protect the information. They will not copy or disclose the information to a third party without the prior written consent of the party that provided it or as may be required by law. Both parties will comply with the *Freedom of Information and Protection of Privacy Act (Ontario)*.

University Students, including Residents and Fellows, Faculty Members and Staff must follow Hospital policy with respect to the collection, use and disclosure of confidential information of the Hospital. Similarly the Hospital Staff must follow University policy with respect to the collection, use and disclosure of confidential information of the University.

The parties acknowledge that confidential information includes the following:

- identifiable personal information and personal health information regarding patients/clients (hereinafter referred to as "patients") and their families
- identifiable personal information of students
- research information
- identifiable personal information, personal health information, employment information, and compensation information of employees
- information regarding the confidential business information of either party which has not been publicly disclosed by the party to whom it relates.

If a party becomes aware of any unauthorized use or disclosure of personal information or other confidential information provided to it by the other party, it will immediately notify the other party and take immediate steps to remedy the breach. The parties will work collaboratively to identify the cause of the

breach, identify the affected information, assess the consequences of the breach, undertake and implement possible mitigation measures for the breach such as assistance in recovering lost or disclosed information and determining appropriate measures to prevent the recurrence of such a breach in a manner that recognizes the parties' obligations under relevant legislation.

The parties acknowledge that in accordance with the *Personal Health Information Protection Act* (PHIPA), the Hospital is a Health Information Custodian of personal health information (PHI) collected, used and stored regarding registered patients of the Hospital. The PHI is to be used by Students, including Residents and Fellows, Faculty Members and University Staff only for teaching and research programs carried out in accordance with this Agreement. Students, Faculty Members and University Staff are responsible to maintain reasonable security arrangements to protect the PHI against such risks as unauthorized access, use, disclosure, copying, modification or disposal.

3. LIAISON COMMITTEES

(a) Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee

The University and the Hospital shall establish a Committee ("Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee") to address issues relating to the planning and implementation of the Schulich Medicine & Dentistry teaching programs within the Hospital, including program planning, quality control, accreditation, resource funding, and space allocation. The Committee chair shall alternate annually between the Dean, Schulich Medicine & Dentistry (or delegate) and the Hospital CEO (or delegate). The Dean, Schulich Medicine & Dentistry and the Hospital CEO shall jointly determine the number of Committee members and shall each appoint equal numbers of members from his or her institution. The Committee will meet as required by the Chair.

(b) Windsor/Western Joint Liaison Committee

The parties together with the Windsor Regional Hospital shall establish the Windsor/Western Joint Liaison Committee ("WWJLC") to consider and make recommendations with reference to matters arising out of this Agreement relating to academic issues. The terms of reference and membership are set out in Appendix 1.

4. DISPUTE RESOLUTION

A dispute arising out of this Agreement relating to medical and/or dental academic issues ("the dispute"), which has not been resolved through the normal course of administration of the Agreement, may be referred by either party to the Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee which in turn may refer the dispute to the Windsor/Western Joint Liaison Committee. The referral shall be by way of written notice to the other party. Within 7 days of delivery of the notice, each party shall deliver to the relevant committee a written summary of that party's position with respect to the dispute, together with the name of the representative of that party with whom the committee should deal in relation to the dispute. The committee shall meet within 21 days of delivery of the notice, and thereafter as often as it deems necessary, and shall attempt in good faith to resolve the dispute through negotiation and discussion. The parties agree that they will honour all reasonable requests from the other party for disclosure of information relating to the dispute.

In the event the parties are unable to resolve the dispute through the process set out above within 60 days of delivery of the notice of dispute, the dispute shall immediately be referred to a mediator to be chosen by unanimous agreement of the parties. In the event the parties are unable to agree, the mediator shall be

chosen by a Judge of the Ontario Superior Court of Justice. The parties shall attempt to resolve the matter through mediation in good faith. The parties shall abide by such directions with respect to the conduct of the mediation as the mediator may set out, and will honor all reasonable requests for disclosure of information relating to the dispute. The mediator shall provide a written report to the parties and the relevant committee on the results of the mediation. The mediation, including the delivery of the mediator's report, shall be completed within 60 days of the appointment of the mediator. The costs of the mediator shall be borne equally by the affected parties.

In the event the parties are unable to resolve the dispute through mediation, either party may, within 10 days of delivery of the mediator's report, give written notice to the other party that it wishes to have the dispute arbitrated. If the other party agrees to the request, the dispute shall proceed to arbitration in accordance with the provisions of the *Arbitration Act*, S.O. 1991 Ch 17.

5. INSURANCE

The University agrees that it will maintain comprehensive general and professional liability insurance (including medical malpractice insurance), in an amount of not less than \$5,000,000 per occurrence, covering claims made against it, its employees, servants, students and agents for personal and bodily injury, including death, and property damage occurring as the result of the negligent act or omission of the University, its employees, servants, students and agents done pursuant to this Agreement.

The Hospital agrees that it will maintain comprehensive general and professional liability insurance (including medical malpractice insurance), in an amount of not less than \$5,000,000 per occurrence, covering claims made against it, its employees, servants, and agents for personal and bodily injury, including death, and property damage occurring as the result of the negligent act or omission of the Hospital, its employees, servants, and agents done pursuant to this Agreement.

The parties agree that they will provide each other with such evidence of coverage as may be reasonably required from time to time and will not cancel, replace or materially change such coverage without providing the other with 30 days written notice of its intent to do so.

6. INDEMNIFICATION

The University agrees to indemnify and hold harmless the Hospital and the Hospital's officers, employees and agents from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action or other proceedings of any kind or nature as a result of the negligent act or omission of the University, its directors, officers, employees, servants, students and agents in connection with this Agreement. This indemnification does not apply to Faculty members who have appointments as professional staff of the Hospital with respect to negligent acts or omissions arising out of the clinical care of patients or administrative roles at the Hospital.

The Hospital agrees to indemnify and hold harmless the University and the University's officers, employees and agents from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action or other proceedings of any kind or nature as a result of the negligent act or omission of the Hospital, its directors, officers, employees, servants, students and agents in connection with this Agreement. This indemnification does not apply to professional staff of the Hospital who have an academic appointment at the University with respect to negligent acts or omissions arising out of their academic or administrative roles at the University.

7. RELATIONSHIP OF THE PARTIES

This Agreement does not constitute a partnership, employment agreement or joint venture between the parties nor shall any agency relationship arise as a consequence of this Agreement.

8. PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements between the parties relating to the matters covered under this Agreement.

9. TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years, from July 1, 2022 to June 30, 2027. This Agreement may be terminated by either party on the last day of June in any year by giving to the other party at least twelve (12) months prior notice in writing of intention to terminate. This Agreement, including the Appendices may be amended by the parties hereto at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties hereto by their proper officers.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the signatures of their proper officers in that behalf this 1st day of July,2022..

THE UNIVERSITY OF WESTERN ONTARIO



Per: _____
Name: Florentine Strzelczyk
Title: Provost and Vice-President (Academic)



Per: _____
Name: Amy Bryson
Title: University Secretary

HOTEL-DIEU GRACE HOSPITAL



Per: _____
Name: Bill Marra
Title: CEO & President

APPENDIX 1

Windsor/Western Joint Liaison Committee (WWJLC) Terms of Reference

Purpose:

The Windsor/Western Joint Liaison Committee, consisting of representatives from Hôtel-Dieu Grace Healthcare, Windsor Regional Hospital ("the Windsor Hospitals") and The University of Western Ontario ("the University"), shall:

- i) consider matters of joint interest, including media relations, communications, human resources and information technology, and to report thereon with recommendations to the Windsor Hospitals and the University;
- ii) advise on the development of programs, research, policies and resources of joint interest;
- iii) furnish a method of communication amongst the Windsor Hospitals and the University for the review of plans and projects and their evaluation for long range planning;
- iv) recommend the apportionment between the University and the Windsor Hospitals of any joint or common outlay or expenditure for construction, equipment or operations that may be found necessary by the common action of the University and the Windsor Hospitals;
- v) resolve any disputes or misunderstandings referred to it by the Hôtel-Dieu Grace Healthcare/Schulich Medicine & Dentistry Liaison Committee or the Windsor Regional/Schulich Medicine & Dentistry Liaison Committee and which may reasonably be seen to involve issues of concern to the University and both Windsor Hospitals, in accordance with the dispute resolution provisions set out in the Agreement; and
- vi) exercise such other powers as may be conferred upon it from time to time by the University and the Windsor Hospitals acting concurrently.

Membership:

The Committee shall be composed of fifteen members as follows:

Representing the University:

Vice Dean, Faculty Affairs, Schulich School of Medicine & Dentistry
Associate Dean, Windsor, Schulich School of Medicine & Dentistry
Chief Operating Officer, Schulich School of Medicine & Dentistry
Dean, Faculty of Health Sciences
Associate Dean, Undergraduate Programs, Faculty of Health Sciences

The University membership set out above may be changed at any time at the discretion of the Dean, Schulich School of Medicine & Dentistry and the Dean, Faculty of Health Sciences upon written notice to the other parties.

Representing the Windsor Hospitals:

President and Chief Executive Officer of Windsor Regional Hospital (WRH)
Chief of Staff, WRH
Vice-President, Corporate Services and Chief Financial Officer, WRH
Chief Operating Officer & Chief Nursing Executive, WRH
Director, Medical Affairs, WRH

President and Chief Executive Officer of Hôtel-Dieu Grace Healthcare (HDGH)
Vice President, Medical Affairs, HDGH
Chief Financial Officer, HDGH
Chief Nursing Officer HDGH

The membership from each Hospital set out above may be changed at any time at the discretion of the President and Chief Executive Officer of the respective Hospital upon written notice to the other parties.

The Committee Chair shall alternate annually among the three institutions.

Recorder:

- Minutes will be recorded by a representative from the Windsor Hospitals or the University as agreed by the parties.

Agenda:

- The Chair is responsible for the approving the Agenda and ensuring that it is sent to members within two working days of a meeting.

Meeting Frequency & Location:

- Will be bi-annually or more frequently at the call of the Chair
- Will rotate the location of the meetings

Quorum:

- No business shall be transacted at any meeting unless at least 50% of the Committee is present in person or by telephone or by videoconference. The proportion of attendance from each institution, which constitutes a quorum, shall be such that a minimum of two members from each of the three institutions must be present at the meeting.

Voting:

- Each member including the Chair, shall have one vote. The Chair shall not have an additional vote in the event of a tie vote.

APPENDIX 2

TEACHING AND ACADEMIC PROGRAMS IN THE HOSPITAL

1.0 STUDENTS

1.1 Definition of Students

A student is an individual formally registered at the University in a course or program of study. A student may be registered in an undergraduate, a graduate, or a postgraduate program or may be a Fellow registered at the University in post-certification training.

In addition to the obligations and responsibilities relating to education set out elsewhere in the Agreement, this Appendix sets out further obligations and responsibilities relating to the conduct of teaching and academic programs in the Hospital.

1.2 General Provisions Applicable to All Students

- 1.2.1. Students will be permitted to take instruction and gain clinical and/or practical experience in the Hospital, and the Hospital will provide services and facilities and resources as set out herein.
- 1.2.2 The parties agree that there shall be a definite and predictable number of students determined by mutual agreement in advance of arrival at the Hospital of such students. The date by which such determinations will be made will vary for different programs.
- 1.2.3 The Hospital will contact the appropriate University representative at the earliest opportunity if problems should arise with a student during a placement/rotation at the Hospital. The parties will work together to attempt to resolve such problems in order that the placement/rotation can continue in a manner satisfactory to both parties.
- 1.2.4 The University recognizes the right of the Hospital, after consultation with the appropriate University Departmental Chair ("Chair") or School Director and Dean, to terminate the placement of an individual student, if the student's behavior is considered by the Hospital to be unacceptable and/or patient care is being compromised. The Hospital must provide the University with the information that is the basis for any such decision to terminate a placement. In the case of a postgraduate student any termination must be in accordance with the terms of the Professional Association of Residents of Ontario (PARO)-Council of Academic Hospitals of Ontario (CAHO) agreement.
- 1.2.5 The Hospital will not transfer students of the University assigned to it for clinical training and experience in a particular site to a different site within the Hospital, or to another hospital or clinical facility, without the prior approval of the appropriate Chair, Director, or Dean or their designates.
- 1.2.6 The evaluation of student performance in the Hospital will be done in accordance with the relevant University policies governing the specific program. Should the evaluation requirements change, the Hospital will be consulted to determine the impact on financial and human resources.
- 1.2.7 While at the Hospital, students must comply with all relevant policies and rules of the Hospital and with University policies and rules, including the University's *Code of Student Conduct*. The University will instruct the student on confidentiality of patient information. Hospital staff must comply with all relevant academic policies, rules and regulations of the University as they pertain to the education of the student at the Hospital and the University will provide the Hospital

representative with those policies, rules and regulations prior to the commencement of a placement or rotation at the Hospital.

- 1.2.8 Students and Faculty are required to comply with applicable statutory health requirements before the start of a placement at the Hospital. The Hospital shall inform the University of any specific additional health requirements and the parties shall ensure that they both are in agreement with those requirements. Prior to a placement at the Hospital, the University shall inform the students (with the exception of postgraduate students) and faculty members of the applicable health requirements and will not place such students at the Hospital without proof of their compliance with such requirements. When requested by the Hospital, the University will provide the Hospital with information regarding the student's health and immunization status as provided to it by its students.
- 1.2.9 The Hospital shall take reasonable measures to ensure student safety at all times while at the Hospital, particularly considering hazards such as environmental toxins, exposure to infectious agents transmitted through blood and fluid, radiation, and potential exposure to violence from patients or others.
- 1.2.10 The University and the Hospital will take necessary steps to ensure that the legal requirements of the Regulated Health Professions Act or the regulations as may be prescribed by other authorized bodies or accreditation standards with respect to supervision of students are observed.
- 1.2.11 The Hospital will ensure that there is a policy/procedure in place consistent with College of Physicians and Surgeons of Ontario (CPSO) standards and HDGH hospital bylaws whereby any orders, histories, progress notes or other documents written by a student on a patient's chart be countersigned, when required, by the Hospital attending staff. Most orders, histories, progress notes or other documents written by a postgraduate student will not require countersignature.
- 1.2.12 The Hospital will ensure that students' personal information provided to it by the University is used only for the purposes for which it was given to the Hospital, shared only with Hospital personnel who need the information for those purposes, is kept in secure location, and is returned to the University or otherwise disposed of as directed by the University.

The Hospital will not disclose to third parties any evaluations of student performance prepared for the University by Hospital Staff.

- 1.2.13 The University will provide to the Hospital any available feedback from the students relative to their Hospital placement excluding personal evaluation of a teaching member.

Students who have completed certain Hospital pre-placement requirements prior to their first rotation/placement at the Hospital will not be required to complete the identical requirement for subsequent rotations/placements during their academic program. The Hospital and University will work together to develop a joint protocol regarding requirements that need only be completed prior to the first rotation/placement and upon approval in writing by their authorized officers it shall form part of this Agreement.

1.3 Undergraduate Students and Postgraduate Students in the Schulich School of Medicine & Dentistry

- 1.3.1 The Hospital will grant first priority on its teaching resources to the University. The Hospital will not accept students enrolled in undergraduate or postgraduate medical programs at other institutions

for rotations or other training activities unless such students are assigned to the Hospital through the Schulich School of Medicine & Dentistry.

1.3.2 The University and Hospital recognize that medical and dental training programs must be conducted in accordance with the accreditation standards, requirements and regulations set by various accreditation or governing bodies, including the Canadian Accreditation of Canadian Medical Schools (CACMS), the Liaison Committee on Medical Education (LCME), The Royal College of Physicians and Surgeons of Canada (RCPSC) and The College of Family Physicians of Canada, and The Canadian Commission of Dental Accreditation and they are committed to complying with such standards, requirements and regulations in the operation of undergraduate and postgraduate medical programs in the Hospital. These include both general standards and specific standards of accreditation for programs in a specialty or subspecialty. They also recognize and agree that involvement of students in clinical activities in the Hospital must be in accordance with policies and guidelines issued by the College of Physicians & Surgeons of Ontario and The Royal College of Dental Surgeons of Ontario.

1.3.3 Faculty, students and staff must comply with the *Schulich School of Medicine & Dentistry- Code of Conduct*.

1.3.4 All students assigned by the University to Hospital departments for mandatory rotations will be permitted to take instruction at the Hospital. Any resource issues will be discussed by the Hôtel-Dieu Grace HealthCare/Schulich Medicine & Dentistry Liaison Committee.

In the case of elective rotations, the Hospital is committed to accommodating as many students as its resources will permit, as determined by the Hospital.

Elective rotations will require approval by the Hospital, and the appropriate Program office at the University. University approval is required for any electives for undergraduate, postgraduate, or graduate students or fellows from another educational institution.

Through their joint planning processes, the University and Hospital will ensure that both parties are aware of the resource needs of the other party and whenever possible any changes from year to year in the number of students that the University will send to the Hospital, or changes in the numbers that can be accepted by the Hospital, will be communicated to the other party at least six months prior to a placement/rotation.

1.3.5 The Hospital will designate Hospital staff, through Medical Affairs, familiar with the operation of the Windsor Campus to work with the University Coordinators to deal with unresolved day to day questions or concerns related to clinical/academic training and/or facilities. The names of the designated Hospital staff will be provided to the Vice-Dean, Faculty Affairs, Schulich Medicine & Dentistry.

1.3.6 The Hospital will provide Information Technology (IT) support for academic activities of faculty and students at the Hospital. Such support will be provided during regular "business hours" as well as after-hours. The Hospital will also provide the necessary student clinical supplies related to patient care (e.g. pagers for students, basic scrub requirements, etc.) The IT needs will be discussed at the Windsor/Western Joint Liaison Committee or the Hôtel-Dieu Grace HealthCare/Schulich Medicine & Dentistry Liaison Committee.

1.3.7 The Hospital will permit appropriate Hospital staff to attend relevant Schulich Medicine & Dentistry faculty and staff development activities.

1.3.8 The Vice Dean, Faculty Affairs (or designate), Schulich School of Medicine & Dentistry, will function as the liaison between the Schulich School of Medicine & Dentistry and the Hospital Professional Advisory Committee.

1.3.9 Undergraduate Medical and Dental Students

- (1) Both parties agree that they will comply with, and undergraduate medical and dental training in the Hospital will be conducted in accordance with, the accreditation standards issued by the Canadian Accreditation of Canadian Medical Schools (CACMS), the Liaison Committee on Medical Education (LCME), the policies, requirements, standards, and guidelines issued by The College of Physicians & Surgeons of Ontario, The Royal College of Dental Surgeons of Ontario, The Canadian Commission on Dental Accreditation, and the requirements of any other relevant governing or accrediting institution, to the extent that such standards are consistent with the laws of the Province of Ontario. Hospital rules relating to the scope of clinical activities that may be undertaken by undergraduate medical and dental students within the Hospital must be in accordance with the requirements and guidelines established by these external bodies.
- (2) Prior to a medical or dental student taking instruction at the Hospital, the University will provide the Hospital, or the relevant Hospital department as directed by the Hospital, with the name of the student, the period of time during which the student will be assigned to the Hospital, the name of the Course or Clerkship Coordinator at the University and such other information as may be required by the Hospital and communicated to the relevant University Coordinator from time to time. Upon the Hospital's request and with the student's consent, it will provide the Hospital with police clearance documentation.
- (3) The Preceptor in the Hospital departments to which a student is assigned is responsible for the direction and supervision of the student's activities in the Hospital. Students must be under the supervision of assigned Residents and/or Hospital Staff holding University faculty appointments during placement/ rotations at the Hospital.
- (4) The University is responsible for the assignment to clinical services, as prescribed or elected, as well as the students' curriculum and the methods and standards of evaluation of the students' training in the Hospital. The University will advise the Hospital before making any changes in the curriculum or methods and standards of evaluation which might reasonably be considered to have an impact on Hospital resources.
- (5) The relevant Hospital Department will provide the students with an orientation of the Department at the beginning of each rotation or session.
- (6) The University and the Hospital share responsibility for creating and maintaining an appropriate learning environment.
- (7) The University has ultimate authority over all aspects of the academic program including objectives, content, assessment and evaluation. The University also is responsible for the appointment and the assignment of faculty members to teaching activities at the Hospital.
- (8) The Hospital shall ensure that students and faculty members have access to appropriate resources for student education.

- (9) The University's Department Chairs or designates have the authority to ensure that students and faculty members have access to appropriate resources within the Hospital for student education.
- (10) Students who are exposed to an infectious or environmental hazard or other occupational injury at the Hospital shall have access to the same treatment and follow-up care as Hospital staff.

1.3.10 Postgraduate Medical and Dental Students

- (1) The University and Hospital recognize that residency training is a joint undertaking of the University and its affiliated Hospitals, and the Hospital is committed to support residency training programs operating under the direction of the University.

Both parties agree that they will comply with, and residency training programs in the Hospital will be conducted in accordance with, the accreditation requirements and regulations of The Royal College of Physicians and Surgeons of Canada (RCPSC) and the College of Family Physicians of Canada (CFPC), the policies issued by The College of Physicians & Surgeons of Ontario (CPSO), the requirements and policies of The Royal College of Dental Surgeons of Ontario and The Canadian Commission on Dental Accreditation, and the requirements of any other applicable governing or accrediting institution.

- (2) The Hospital will appoint those individuals who have been assigned to the Hospital by the Schulich School of Medicine & Dentistry. The Schulich School of Medicine & Dentistry will assign postgraduate students to the Hospital in accordance with its internal policies and academic training requirements. The terms and conditions of employment of the postgraduate medical students by the Hospital are set out in the PARO-CAHO agreement as amended from time to time. The Hospital will accept the credentialing process (verification of immunization, CMPA coverage, licensing by the CPSO, and Initial Health Review, etc.) as valid and as performed.

The Hospital is responsible for meeting all training site standards stipulated in accreditation and other governing standards and in the PARO-CAHO Agreement.

The Hospital will work alongside the University to ensure adequate accommodations are readily available to Postgraduate students.

- (3) The Associate Dean of Post-Graduate Education in the Schulich School of Medicine & Dentistry is responsible for the overall operation and direction of the University's residency training programs and is Chair of the Faculty's Post-Graduate Committee. Residency Program Directors will be appointed by the appropriate University Department Chair(s). Direction of the postgraduate students' learning activities in the Hospital shall be the responsibility of the Residency Program Director or other members of the medical staff with faculty appointments to whom this responsibility is delegated by the Residency Program Director. The type and level of supervision in each program will be dictated by internal policies as determined by the residency training program and the Hospital.
- (4) Schulich School of Medicine & Dentistry will assess the academic performance of its postgraduate students in accordance with its internal policies.

1.4 Undergraduate and Graduate Students in the Faculty of Health Sciences and other Faculties of the University

1.4.1 Subject to its available resources, the Hospital agrees to accept undergraduate and graduate students registered in other programs of the University for clinical and other educational placements in the Hospital. The Hospital will determine the number of students that it will accept for placements within the Hospital.

1.4.2 The Hospital and the University agree that clinical education and training of students in the Hospital including the required clinical facilities, staff and equipment, shall comply with the standards laid down by the relevant professional associations, accreditation bodies and legislation.

1.4.3 The University agrees:

- (1) to assign students to the Hospital who have met University's program requirements and who have met all Hospital requirements as communicated to the University;
- (2) to establish clinical and/or other academic goals and objectives for the placements in accordance with University policies;
- (3) to designate coordinators in each Department or School or program who will be responsible for coordinating placements with a Hospital coordinator;
- (4) through its coordinators, to advise the Hospital coordinator(s) of the clinical and academic requirements for a particular placement session. This will ordinarily include the number of students requiring placement, the required areas of clinical (or other) experience or practice; the amount of time required in a particular area; specific dates for the placements; rotation needs for students within an area (if applicable); course curriculum and/or objectives and other relevant academic policies of the University; preceptor guidelines and assessment/evaluation tools.
- (5) to advise the Hospital as early as possible in advance of a scheduled placement, of any additions or changes related to student requirements;
- (6) through its coordinators, to confirm with the Hospital coordinator before the commencement of a placement, the type and extent of involvement of Hospital staff in the instruction, guidance, training and evaluation of the students during the placement at the Hospital;
- (7) that if University faculty are not on-site with the students, its coordinators will be available throughout the placement period to provide academic and other assistance and advice to the Hospital regarding the learning objectives and requirements, and work with the Hospital coordinator to resolve any problems that arise during a placement;
- (8) that if University faculty will be on-site with the students, it will provide the relevant Hospital coordinator with the names of those faculty;
- (9) that in cases where University faculty are on-site with the students during all or part of the placement term, the University and the Hospital have a shared responsibility for taking necessary measures to ensure that there is appropriate supervision of the students' activities by qualified clinical or other personnel throughout the placement term.

1.4.4 The Hospital agrees:

- (1) to designate coordinators who will be responsible for coordinating placements with the University coordinators;
- (2) that in cooperation with the University coordinator, to determine the number of students for which clinical or other experience and necessary facilities can be provided, the desirable staff-patient ratio, and the number of students that can be assigned to specific clinical areas;
- (3) to advise the University coordinator before the commencement of a placement if educational objectives cannot be met by the Hospital;
- (4) to advise the University as early as possible in advance of a scheduled placement, of any placement cancellations or changes;
- (5) to participate in the selection of clinical assignments as appropriate;
- (6) to the extent and in the manner agreed to by the University and Hospital coordinators prior to the commencement of a placement, to provide practice and observational experiences, and instruction, training and guidance for the students by Hospital staff qualified in the discipline in which the student is training, to meet the objectives of a particular placement and to provide such performance evaluations and assessments as required for a particular program;
- (7) to ensure that there is on-site supervision of students' clinical or other activities by qualified Hospital staff if University faculty are not on-site with the students during the placement;
- (8) that in cases where University faculty are on-site with the students during all or part of the placement term, the University and Hospital have a shared responsibility for taking necessary measures to ensure that there is appropriate supervision of the students' activities by qualified clinical or other personnel throughout the placement term;
- (9) to provide opportunities for instruction that are sufficient in extent and variety to meet the objectives of a particular placement in those situations where University instructors are instructing the students at the Hospital.

2.0 PROGRAM PLANNING, PRESENTATION AND REVIEW

2.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its students, the University notes the essential role of various Hospital staff in the presentation of clinical and practical experiences and programs of instruction to student. Thus, the University will involve the appropriate Hospital representatives in the planning of the programs and experiences to be offered to students to the extent of their involvement in those programs and experiences.

In like manner, the Hospital will invite the appropriate University representatives to participate in and contribute to discussions and processes in the Hospital that will affect directly or indirectly the teaching programs of the University and/or the practical experiences offered to students.

2.2 Quality Control

In order to assess the quality of and maintain the highest standards in its teaching programs, the University employs a variety of evaluative tools. Foremost among these is the review process - using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

The Hospital recognizes the importance of these and other measures to the mission of the University, notes that they also bear upon the success of the Hospital in achieving its own goals, and will support and assist the University in its efforts to maintain the quality of its teaching programs.

2.3 Accreditation

The parties will inform each other of the decisions of all accreditation authorities which could affect the teaching programs conducted at the Hospital.

3.0 TEACHING DEPARTMENTS, SERVICES AND FACILITIES

3.1 All appropriate departments and programs in the Hospital will be available for teaching purposes in accordance with the terms of this Agreement. However, if the Hospital decides for clinical or resource reasons to exclude a department or program, it will give the University advance notice of such exclusion and, if such exclusion may affect medical training at the Hospital, the parties will seek to minimize the impact on such programs by proceeding in accordance with section 2(a) (iii) of this Agreement

3.2 Clinical Teaching Services, Facilities and Resources

The University and the Hospital accept the requirements issued by the RCPSC and the CFPC and other relevant accreditation bodies regarding the organization of clinical services and other resources used for teaching residents and the requirements of the CACMS and the LCME regarding the clinical resources required for undergraduate medical teaching in the Hospital. The University and the Hospital also acknowledge that physicians with faculty appointments at the University are responsible for supervising undergraduate medical students throughout required clinical learning experiences at the Hospital in accordance with CPSO requirements. In the case of students in other programs, the University and Hospital coordinators will agree upon the clinical facilities and other Hospital resources that will be available for teaching purposes.

3.3 Availability of Patients

3.3.1 The Hospital will make available for teaching all of its patients, both in-patients and ambulatory patients, subject only to such restrictions as are imposed by the Hospital staff for clinical reasons and by the patients themselves.

3.3.2 The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of the students for clinical training and experience. As soon as the Hospital ascertains that it will not be able to meet students' needs in any program or area, it will advise the appropriate University coordinator so that alternate arrangements may be made for the students.

Whenever possible, the Hospital will give the appropriate University representative twelve months' notice of its inability to provide the mix of patients required by the University.

3.4 Diagnostic and Therapeutic Services

The Hospital will provide space and facilities for laboratory instruction with technology appropriate to the said services as offered by the facility in which students are to receive clinical instruction and such space and facilities may be used by the teachers for clinical instruction as previously approved by the Hospital.

3.5 Facilities for Clinical Teachers

The Hospital will make available to all Hospital and University staff who carry out prescribed and agreed duties at the Hospital under this Agreement, such offices, examining rooms and other space, where available, as may be required to carry out such duties.

3.6 Facilities for Students

The Hospital will endeavour to make available to the University such facilities as may be required by the University to support and adequately accommodate the delivery of the University curriculum and extra-curricular student activities. The Hospital will establish a process for University personnel to access or reserve needed facilities. See also section 2(b) (vii) and (viii) of the Agreement.

Such facilities include:

- conference rooms (multi-media equipped)
- small group rooms
- administrative offices
- closet/storage/locker
- space
- single on-call rooms (with shower facilities, locker space, washrooms)

Students shall have access to the Hospital's cafeteria and parking accommodations at times which are commensurate with the hours they are expected to fulfill as part of their academic/clinical obligations.

3.7 Training Requirements for Clinical Teachers

The Hospital and University will endeavor to eliminate unnecessary duplication of internal training requirements imposed on individuals who hold appointments at both institutions and the parties may develop joint protocols in this regard that shall, upon approval in writing by their authorized officers, form part of this Agreement.