



STUDENT PLACEMENT AGREEMENT

THIS AGREEMENT made as of _____ day of _____, 2023.

BETWEEN:

NORTH BAY REGIONAL HEALTH CENTRE
(hereinafter called the “**NBRHC**”)

- and -

(hereinafter called the “**Educational Institution**”)

WHEREAS the NBRHC is a public Hospital operating in Ontario under the authority of the *Public Hospitals Act* (Ontario) and the *Corporations Act* (Ontario);

AND WHEREAS the Educational Institution wishes to provide educational, clinical and/or practical experience (“**Educational Placement**”) for its students enrolled in the Educational Institution’s educational programs;

FOR VALUE RECEIVED, the Parties agree as follows:

1. Purpose of Agreement

The NBRHC is committed to quality patient care and education. The NBRHC strives to provide opportunities in keeping with the objectives of the Educational Institution and the student to enhance learning.

This Agreement is made in order that students enrolled at the Educational Institution may access or obtain an Educational Placement at the NBRHC and to ensure that students are aware of and subject to the same requirements as the NBRHC under the *Public Hospitals Act*, the Bylaws, Rules, Regulations and Policies and Procedures of the NBRHC.

It is recognized that the association between the two institutions is mutually beneficial, providing enrichment for NBRHC staff and/or patients, and necessary Educational Placement for the development of the students’ vocational competence.

2. Definitions and Terms

- (a) “**Educational Institution**” means _____.
- (b) “**Educational Institution Personnel**” For the purposes of this agreement, Educational Institution Personnel includes employees, faculty, and students of the Education Institution.
- (c) “**Educational Placement**” shall have the meaning ascribed to it in the recitals above.
- (d) “**Faculty**” shall mean those individuals who hold an appointment as faculty at the Educational Institution who are responsible for directing the Students.

- (e) **“Hospital Indemnified Party”** shall have the meaning ascribed to it in 4(a) herein;
- (f) **“NBRHC”** means North Bay Regional Health Centre.
- (g) **“NBRHC Preceptors”** shall mean an experienced health professional at the NBRHC provides day-to-day guidance and assists students in mastering the competencies required in their role through teaching, counselling and role modeling.
- (h) **“Party”** means, as the context requires, the NBRHC or the Educational Institution and their respective successors and permitted assigns and **“Parties”** means the NBRHC and the Educational Institution together with their respective successors and permitted assigns.
- (i) **“Students”** shall mean those individuals who are enrolled and formally registered as students at the Educational Institution and who are obtaining an Educational Placement at NBRHC in order to fulfill specific program requirements.
- (j) **“Personal Health Information Protection Act” (PHIPA)**

3. Responsibilities and Expectations of Parties

- (a) The NBRHC shall:
 - (i) Subject to the terms of this Agreement, retain overall responsibility for the care, treatment, and safety of all patients served by the NBRHC;
 - (ii) provide an environment where Students can obtain Educational Placement in a hospital setting;
 - (iii) after consulting with the Educational Institution, determine, at its sole discretion, the maximum number of students that it will allow on its premises for the purpose of receiving Educational Placement under this Agreement;
 - (iv) after consulting with the Educational Institution, determine, in its sole discretion, the times and days on which students shall be permitted in the clinical or other areas of the NBRHC;
 - (v) collaborate with the Faculty members and Students of the Educational Institution in the selection of appropriate assignments and/or Educational Placements. All such patient assignments and Educational Placements shall be subject to the prior approval of the NBRHC. Such approval may be withheld in the sole discretion of the NBRHC. The number of Students accepted for placement is subject to availability of a personal safety devices and staff availability;
 - (vi) ensure that the NBRHC’s philosophy, objectives, policies, procedures, rules and regulations for patient care and research are accessible to the Educational Institution’s Faculty members and Students;
 - (vii) provide to the Educational Institution’s Faculty members and Students relevant sessions of the applicable NBRHC student orientation program;

- (viii) provide to Educational Institution's Faculty members and Students a mandatory session of NVCI (Non Violent Crisis Intervention) training with any applicable charges to be covered by the faculty or student member attending. Students have the option to receive NVCI training provided by the Educational Institution or local provider prior to beginning placement with the NBRHC;
 - (ix) provide the Educational Institution with the applicable NBRHC health requirements for Educational Institution Faculty who are scheduled to be on site and for Students obtaining Educational Placement at the NBRHC pursuant to this Agreement. These requirements shall also be conveyed to the Faculty and the Students prior to the commencement of the Educational Placement;
 - (x) in keeping with its responsibility for patient care, have the right and responsibility to intervene in any instance where a Student or Faculty member may be functioning in a manner considered by the NBRHC to be potentially dangerous or harmful to the well-being of a patient or contrary to NBRHC regulations, rules, policies or procedures;
 - (xi) have the right, after consultation with the Educational Institution, to refuse the participation of any Student or Faculty of the Educational Institution from participating in the programs or services of the NBRHC, for reasonable grounds, and until such time as terms for participation in the programs or services of the NBRHC may be agreed upon;
 - (xii) appoint an appropriate staff member of the NBRHC to act as an NBRHC Preceptor in the clinical/practice area to supervise the Students, for periods of time to be mutually agreed, when Faculty members are not on site; and
 - (xiii) fulfill NBRHC responsibilities related to Blood Borne Pathogen exposures as per section 3(b)(xv);
- (b) The Educational Institution shall:
- (i) ensure that Students and Faculty provide to NBRHC proof of compliance with NBRHC immunization requirements prior to the commencement of the Educational Placement. This requirement shall also apply to Students registered as students of Educational Institutions outside the Province of Ontario. It is understood between the Parties that any Student or Faculty member of the Educational Institution failing to comply with this requirement may be denied placement at or access to the NBRHC;
 - (ii) ensure Students and Faculty participate in NBRHC training and instruction on the use of relevant personal protective clothing and equipment, when needed, and take reasonable steps to ensure compliance;
 - (iii) ensure that the Educational Institution's Faculty members attend all applicable NBRHC student orientation programs;

- (iv) advise the NBRHC immediately of any information or facts relating to its educational programs, Students or Faculty members that could reasonably put the NBRHC, its employees or its patients at risk, subject to any applicable privacy legislation;
- (v) maintain ongoing communication with the NBRHC regarding the curriculum, expected learning outcomes for clinical placement, philosophy and the organization of the educational program at the Educational Institution which could reasonably impact upon the Educational Placement to be provided to Students at the NBRHC;
- (vi) provide the NBRHC with all relevant course and Educational Placement objectives prior to the commencement of the Educational Placement;
- (vii) provide the NBRHC with at least 4-6 weeks written notice of the request for Student Educational Placements including the proposed number of students to be placed at the NBRHC for any given session;
- (viii) hold primary responsibility for the supervision of Students. In instances when Educational Institution Faculty members are not scheduled to be on-site, the responsibility for the supervision of Students may be undertaken by the NBRHC Preceptors for periods of time to be mutually agreed upon in advance by the Parties;
- (ix) take reasonable steps to ensure that Students and Faculty members are knowledgeable of, and observe the philosophy, objectives, policies, procedures, rules and regulations of the NBRHC, as well as any and all governing legislation, including, if relevant, system training and on-line documentation as required by the NBRHC prior to commencing the clinical placement
- (x) require that Faculty members and Students strictly observe the patient, employee, and NBRHC's right to privacy and confidentiality. It is the NBRHC's responsibility to preserve this confidentiality in respect of all information, both written and unwritten, to which Faculty members or Students may have access, excepting that any such information deemed relevant and necessary to the Educational Placements will be relayed only for educational purposes. A Confidentiality Agreement in the form required by NBRHC must be signed by each Student and Faculty member prior to the initiation of any Educational Placement. It is understood between the Parties that any breach of confidentiality by either a Faculty member or a Student may, in the sole discretion of the NBRHC, result in termination of the Student's Educational Placement, or termination of the Faculty's access to the NBRHC.
- (xi) ensure that Faculty members are duly qualified and registered with the applicable regulatory body and have the knowledge, skills and judgment to provide appropriate supervision in the designated clinical or other area. Faculty members will attend all applicable NBRHC student orientation programs.
- (xii) ensure that Students who are regulated health professionals and who will be required to perform controlled acts as defined in the *Regulated Health*

Professions Act (Ontario) have shown the Educational Institution proof of registration with the applicable regulatory body prior to commencing the Educational Placement at the NBRHC. This requirement shall also apply to Students registered outside the province of Ontario. The Educational Institution shall hold responsibility to ensure that Students do not perform any controlled acts except under the supervision of a duly registered and qualified Faculty member or NBRHC Preceptor;

- (xiii) be solely responsible for the education and academic qualifications and credentials of students. The NBRHC shall not be responsible for any claims which may arise before, during or after the completion of the Educational Placement with respect to the academic or educational credentials of the Students;
- (xiv) be solely responsible for the actions and conduct of the Students, except to the extent that Students act on the direction of the NBRHC; and
- (xv) Blood Borne Pathogens

Should a student experience a blood borne exposure (e.g. needle stick, blood exposure on mucous membranes) during their placement at NBRHC, it is the responsibility of the Educational Institution, in conjunction with the NBRHC, to ensure the post-exposure protocol is followed.

The following must occur following an exposure:

- 1) Student must inform their NBRHC Preceptor and the Educational Institution's Placement Supervisor of the incident.
 - 2) The Educational Institution's Placement Supervisor will ensure that the student receives appropriate follow up (i.e. lab work, ER for post exposure medications, etc)
 - 3) The NBRHC Preceptor will notify the Most Responsible Physician (MRP) of the student's blood borne exposure.
 - 4) The MRP will obtain consent and order all necessary blood work from the source patient.
 - 5) NBRHC Occupational Health department will advise the Educational Institution's Placement Supervisor if ongoing laboratory follow-up is required for the student beyond the initial baseline testing (i.e. 6 weeks, 3 months, and 6 months).
 - 6) The Student or Preceptor will ensure that a hospital incident report is filed as soon as possible after the time of the exposure
 - 7) In cases where the student is from out of town and/or for any other reason, where appropriate follow-up is delayed, NBRHC's Occupational Health department will assist in ensuring appropriate lab work is completed. If post-exposure medications are required then the student would be referred to the NBRHC's Emergency Department.
 - 8) All WSIB costs are the responsibility of the Educational Institution.
- (xvi) Inform Faculty members and Students that NBRHC has implemented a staff duress tag system, and will require Students to wear a badge at all

times when completing their placement on designated areas based on risk.

The NBRHC will supply the badges. In the event a badge is lost, damaged or stolen, NBRHC shall be promptly notified and a replacement badge will be provided by NBRHC at a cost of \$113, or the then current replacement cost. In the event that the replacement cost is not received by NBRHC, then a replacement badge will not be provided. Students and/or Faculty not wearing a badge will not be permitted on site for the Educational Placement set out herein without the consent of NBRHC;

- (xvii) ensure that the Students and Faculty acknowledge and understand that attendance at NBRHC involves risks, dangers and hazards to Students and Faculty, some of which are foreseeable and some of which are not, and have the potential for personal injury, illness or death, and that their participation in the Educational Placement and/or attendance at the Hospital and any activities related thereto are voluntary and at their sole risk.

4. Indemnification

- (a) The Educational Institution agrees to defend, indemnify and hold harmless the NBRHC, its directors, officers, employees, agents, independent contractors and volunteers (the “**Hospital Indemnified Party**”) against all actions, causes of action, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees which the Hospital Indemnified Party may suffer, arising from the breach of the Educational Institution’s obligations under this Agreement or as the result of any act or omission of the Educational Institution, a Faculty member, a Student, employees, agents or independent contractors of the Educational Institution or other persons authorized to act on behalf of the Educational Institution, excepting always liability arising from the negligence of the NBRHC or its staff.
- (b) The NBRHC agrees to indemnify and hold harmless the Educational Institution, its directors, officers, employees, agents, and volunteers (the “**Educational Institution Indemnified Party**”) against all actions, causes of action, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees which the Educational Institution’s Indemnified Party may suffer, arising from the breach of the NBRHC obligations under this Agreement or as the result of any act or omission of the NBRHC, employees, agents or independent contractors of the NBRHC or other persons authorized to act on behalf of the NBRHC, excepting always liability arising from the negligence of the Educational Institution or its staff.

5. Insurance

- (a) The Educational Institution shall, at its own expense, maintain comprehensive general liability insurance and professional liability, until midnight on the last day of the term of this Agreement, against claims for bodily injury, death or property damage or loss arising out of matters to which this Agreement pertains including acts and omissions of its Faculty, Students, employees, agents contractors or other persons authorized to act on behalf of the Educational Institution,

indemnifying, defending and protecting the Hospital Indemnified Party but only with respect to liability arising from this Agreement, to an amount of not less than five million dollars (\$5,000,000.00) in respect of any one accident or occurrence. Any and all such policies of such insurance shall be for the mutual benefit of the NBRHC and the Educational Institution and shall include coverage providing for cross liability and severability of interest. The Educational Institution shall ensure that the NBRHC is an additional insured on the insurance policy. At the request of the NBRHC, the Educational Institution shall provide a certificate of insurance confirming same.

- (b) The NBRHC shall, at its own expense, maintain comprehensive general liability insurance, until midnight on the last day of the term of this Agreement, against claims for bodily injury, death or property damage or loss arising out of matters to which this Agreement pertains including acts and omissions of its employees, agents, or other persons authorized to act on behalf of the NBRHC, indemnifying, defending and protecting the Educational Institution Indemnified Party but only with respect to liability arising from this Agreement, to an amount of not less than five million dollars (\$5,000,000.00) in respect of any one incident or occurrence. Any and all such policies of such insurance shall be for the mutual benefit of the NBRHC and the Educational Institution and shall include coverage providing for cross liability and severability of interest. The NBRHC shall ensure that the Educational Institution is an additional insured on the insurance policy. At the request of the Educational Institution, the NBRHC shall provide a certificate of insurance confirming same.
- (c) The Educational Institution shall be responsible for the fees and reporting obligations with the WSIB.

6. Privacy

- (a) Both parties will comply with any applicable legislation with respect to privacy. The parties acknowledge that the Educational Institution and NBRHC are bound by the *Freedom of Information and Protection of Privacy Act* (FIPPA).
- (b) The parties agree that they will share with each other information about the Students necessary to implement this Agreement. NBRHC will ensure that personal information about Students and on-site Faculty that the Educational Institution provides to it will be used or disclosed only for the purposes for which it was given to NBRHC and will not be disclosed to any other person or third party without the express written permission of the Educational Institution, Student, or on-site Faculty as the context applies.
- (c) The parties agree and acknowledge that Educational Institution Personnel will require access to Personal Health Information for the purposes of this agreement. The following provisions set out the obligations of the Educational Institution and its personnel with respect to its collection, use, and disclosure of PHI.
- (d) While performing services under this Agreement, the "Educational Institution Personnel" act as agents of the NBRHC as defined in PHIPA. The "Educational Institution Personnel" shall use the PHI solely for the purposes authorized by the NBRHC and for no other purpose whatsoever. The students undertake to keep all information in the strictest confidence and to take all reasonable precautions

to prevent its unauthorized dissemination, both during the term of this Agreement and following the termination of this Agreement. The "Educational Institution Personnel" agrees not to disclose such information to any third party, except with NBRHC's written permission or in accordance with applicable law.

The "Educational Institution Personnel" under this Agreement shall execute a Confidentiality Agreement in the form provided by NBRHC as part of the onboarding process and annually thereafter, and shall strictly comply with the requirements of all relevant privacy and confidentiality legislation, as well as applicable rules, regulations and policies of NBRHC as provided by NBRHC to The "Educational Institution" annually. All "Educational Institution" and/or student providing services to NBRHC patients will also confirm having viewed NBRHC's privacy and security eLearn on an annual basis.

The NBRHC is a health information custodian under PHIPA and has statutory obligations to safeguard its clients' Personal Health Information.

- i. The "Educational Institution" will employ appropriate physical, organizational and technical security measures including adopting administrative, technical, and physical safeguards to protect data against, loss, theft, or misuse, to protect against and prevent any unauthorized access to, use or disclosure of NBRHC patient information.
- ii. NBRHC may conduct audits of the "Educational Institution" personnel to verify that appropriate collection, access, use, and disclosure is occurring.
- iii. The "Educational Institution" shall advise NBRHC immediately should they become aware of any unauthorized use or disclosure of NBRHC personal health information so that a joint investigation and response may occur. The "Educational Institution" shall work cooperatively with NBRHC to investigate any potential privacy breaches involving The "Educational Institution" and/or students. In the event of a breach of these confidentiality and privacy provisions by the "Educational Institution" and/or student, NBRHC may require that individual to cease providing services under this Agreement.

7. Term

This Agreement shall commence as of the date first written above and shall remain in effect for a five (5) year term ending _____ subject always to the provisions of Article 8.

8. Termination

- (a) It is expressly understood and agreed that either party may terminate this Agreement in any year by giving to the other party three months' written notice of termination. Such termination will come into effect at the end of the notice period unless students are in placement, in which case, it will follow the completion of student placements. During this time no additional placements will be accepted.

- (b) In addition to any rights of termination identified elsewhere in this Agreement, this Agreement may be terminated immediately at any time by the NBRHC upon the occurrence of any of the following:
 - (i) failure of the Educational Institution, in the discretion of the NBRHC, to fulfill its obligations under this Agreement, provided that the Educational Institution has received at least thirty (30) days written notice of such failure from the NBRHC and, within such thirty (30) day period, has not taken steps to rectify the situation in a manner satisfactory to the NBRHC; and
 - (ii) the NBRHC ceasing to provide some or all of its programs and services to patients, including without limitation in the event the NBRHC ceases to operate.
- (c) In addition to any rights of termination identified elsewhere in this Agreement, this Agreement may be terminated immediately at any time by the Educational Institution upon failure of the NBRHC, in the discretion of the Educational Institution, to fulfill its obligations under this Agreement, provided that the NBRHC has received at least thirty (30) days written notice of such failure from the Educational Institution and, within such thirty (30) day period, has not taken steps to rectify the situation in a manner satisfactory to the Educational Institution.

9. Dispute Resolution

- (a) If a dispute arises between the Parties relating to any matter contemplated by this Agreement, then the V.P of Placement Area and the Dean of the Educational Institution shall make every effort to resolve the dispute within a period of fifteen (15) days after the dispute arises. If such representatives of the Parties to the Agreement are unable to resolve the dispute within such fifteen (15) day period, then the dispute shall be referred to the Chief Executive Officer of the NBRHC and the Dean of the Educational Institution who shall make every effort to resolve the dispute for a period of fifteen (15) days.
- (b) If such representatives of the Parties to the Agreement are unable to resolve the dispute within the above-noted time periods, then the dispute shall be referred to arbitration pursuant to the provisions of the *Arbitrations Act* (Ontario). The following provisions shall govern any arbitration hereunder:
 - (i) the reference to arbitration shall be to one (1) arbitrator, if the Parties agree upon such arbitrator within a period of ten (10) days after the dispute is referred to arbitration;
 - (ii) if the Parties do not agree upon an arbitrator within such ten (10) day period, the reference to arbitration shall be to three (3) arbitrators, one of whom shall be chosen by each Party and the third who shall be chosen by the two arbitrators selected by the Parties;
 - (iii) a decision in any award shall be made by a majority of the arbitrators (if the reference is to three arbitrators);
 - (iv) there shall be no appeal from any award of the arbitrator(s); and,

- (v) the cost of the arbitration shall be borne by the Parties in equal portion.

10. Governing Law

This Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. Notices

All notices required under the terms and provisions hereof shall be in writing, by registered mail, facsimile or by personal delivery. Any such notice shall become effective four (4) business days after mailing or on the date of personal delivery. All such notices shall be sent to:

IN THE CASE OF THE NBRHC:

Attention: Human Resources

Title: Student Support

Address: 50 College Drive, PO Box 2500, North Bay, ON P1B 5A4

IN THE CASE OF THE EDUCATIONAL INSTITUTION:

Attention: _____

Title: _____

Address: _____

12. General

- (a) In the event of circumstances beyond the control of the NBRHC, such as a public health issue, a community disaster, a strike or a fire, in which, in the sole discretion of the NBRHC, the continued provision of Educational Placements under this Agreement substantially interferes with NBRHC's primary responsibility of care to its patients, the NBRHC reserves the right to suspend performing its obligations under this Agreement immediately. In the event of the occurrence of circumstances identified in this section 12(a), the NBRHC's designate shall communicate directly with the Dean and/or Program Director of the Educational Institution as to when the Educational Placement can be resumed.
- (b) The Faculty and Students are not employees of the NBRHC and shall not receive any compensation or benefits of employment from the NBRHC in relation to this Agreement.
- (c) The Parties hereto agree that no term herein shall be construed or interpreted to create a partnership, joint venture or other relationship between the Parties other than as independent contractors as provided for herein.
- (d) This Agreement shall supersede all previous agreements relating to the placement of Students at the NBRHC.

- (e) The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to section 3(b)(x) and section 4.
- (f) This Agreement is not intended to nor does it limit, restrict or in any way affect the rights and obligations of the NBRHC further to the provisions of the *Public Hospitals Act* (Ontario) or the NBRHC bylaws, rules, regulations, policies or procedures.
- (g) This Agreement shall constitute the entire Agreement between the Parties hereto with respect to all of the matters herein.
- (h) Amendments to this Agreement shall only be made by mutual agreement of the Parties confirmed in writing and attached to the original Agreement.
- (i) The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against any Party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against any other Party hereto.
- (j) No Party hereto may assign this Agreement or any part hereof without the prior written consent of the other Parties hereto. Subject to the foregoing, this Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- (k) The divisions of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- (l) Words importing the single number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders.
- (m) No delay or failure of any Party in exercising any right or remedy hereunder and no partial exercise of any such right or remedy shall be deemed to constitute a waiver of such right or remedy or any other rights or remedies of such Party hereunder.
- (n) This Agreement may be signed in counterparts (including by facsimile counterparts) and each counterpart shall constitute an original document, and all counterparts, taken together, shall constitute an original document.

IN WITNESS HEREOF the NBRHC and the Educational Institution have caused this Agreement to be duly executed as of the date first written above.

**NORTH BAY REGIONAL HEALTH
CENTRE**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the corporation

EDUCATIONAL INSTITUTION

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the corporation