



COLLEGE OF CHIROPODISTS OF ONTARIO
Regulating Chiropodists and Podiatrists in Ontario

ITEM 3.5

COUNCIL BRIEFING NOTE
RE: SUPERVISING CHIROPODY STUDENTS STANDARD

Background:

Registrants provide supervision to chiropody students enrolled in the Michener Institute's chiropody program during their clinical placements. Clinical placements are an essential part of the curriculum because they allow students to apply their knowledge and skills in clinical practice under direct supervision by registrants of the College.

It is important that registrants acting as supervisors understand their responsibilities and meet eligibility criteria. The student/supervisor relationship is, by its nature, a relationship with a tendency towards an inherent power imbalance. Students are in a potentially vulnerable position when they are engaging with registrants who are clinical supervisors in clinical placements. While clinical placements provide important opportunities for registrants and students, there is a natural power imbalance that exists in the dynamic that warrants additional safeguards by the regulator.

This new standard of practice sets clear requirements for registrants who supervise students. Its purpose is to:

- Protect the public by ensuring that students are properly supervised during clinical placements.
- Clarify expectations for registrants acting as supervisors.
- Ensure patients are informed about student involvement and receive safe, competent care.

Public Interest Rationale for Decision:

It is in the public interest that students entering the chiropody profession are trained by competent registrants with no disciplinary history and with sufficient clinical experience. The College must clearly outline the criteria and expectations for registrants acting as supervisors to maintain safety and quality of care. The College must also ensure that students and patients, who are both members of the public the College is required to protect, are adequately protected in the context of a clinical placement.

Factual Inaccuracies in Feedback Received:

Although the College is not required to circulate a proposed standard for feedback, the College Council voted to do so in respect of the proposed supervision standard at its January 29, 2026 Council meeting. The purpose of the circulation was to provide an opportunity for system partners to provide feedback for consideration by Council in advance of voting whether to approve the proposed standard at its May 21, 2026 meeting. There are some factual inaccuracies in the feedback received that require correction. These are outlined below:

No other regulator in the province has a supervision standard:

This is not correct. There are a number of professional health regulators in Ontario that have supervision standards governing their registrants when acting as clinical placement supervisors or when supervising students. In fact, in addition to relying on legal advice and direction on the draft standard, the College considered other regulators' supervision standards in drafting the College's proposed supervision standard.

The College does not have jurisdiction to make a supervision standard:

This is not correct. The College, similar to other health regulators, has jurisdiction over its registrants in respect of

practicing chiropody and podiatry. This includes regulating registrants who are clinical supervisors for chiropody students during clinical placement. Standards are an effective and well-established mechanism that allow a regulator to communicate its expectations of registrants directly to registrants and the public it serves to protect. The College has jurisdiction to draft and pass standards relating to registrants of the College.

The College is attempting to regulate students by its proposed supervision standard:

The is not correct. The College, similar to other regulators with a supervision standard, is proposing to use a supervision standard to appropriately communicate its expectations of registrants who are engaging directly with students as clinical supervisors. Although the proposed supervision standard will, if approved by Council, impact students by helping to ensure that their clinical experience is safe and ethical, it remains a standard that must be adhered to by registrants. Students are not responsible for adhering to College standards although the College does have a duty to protect students, as members of the public, in their interactions with registrants. The expectation is that students will be positively impacted by the proposed supervision standard but the fact that a standard impacts students does not amount to regulation of students. Should a student become a registrant of the College, they will then be responsible for adhering to the College’s standards as a registrant.

The Proposed Standard Does Not Reflect Right Touch Regulation:

This is not correct. The principle of “Right Touch Regulation” in the context of professional regulation is one where the amount of risk drives the amount of resources applied to a given aspect of regulation to ensure proportionality. For example, where risk is low, minimum regulatory force and resources are applied proportionately to the risk identified. In contrast, where risk is higher, further regulatory force and resources are warranted. In respect of the supervision of chiropody students, in 2025 the College spent almost \$50,000 in prosecuting a registrant who admitted to engaging in professional misconduct while acting as a clinical student supervisor for a Michener chiropody student. Given that the College’s annual operating budget is just over \$2 million dollars, a one-time expenditure of \$50,000 prosecuting misconduct that occurred during clinical supervision by a registrant is a significant cost to the College. Thus, the 2025 disciplinary matter represents a high risk to the College both from a cost and resource perspective as well as from a concern that students may be at risk of inappropriate clinical supervision. Inadequate student supervision can undermine the purpose of clinical placements, which is to ensure that students have sufficient clinical experience before graduation. When students are exposed to breaches of the College’s standards, such as improper orthotics prescribing, there is a significant risk to public protection.

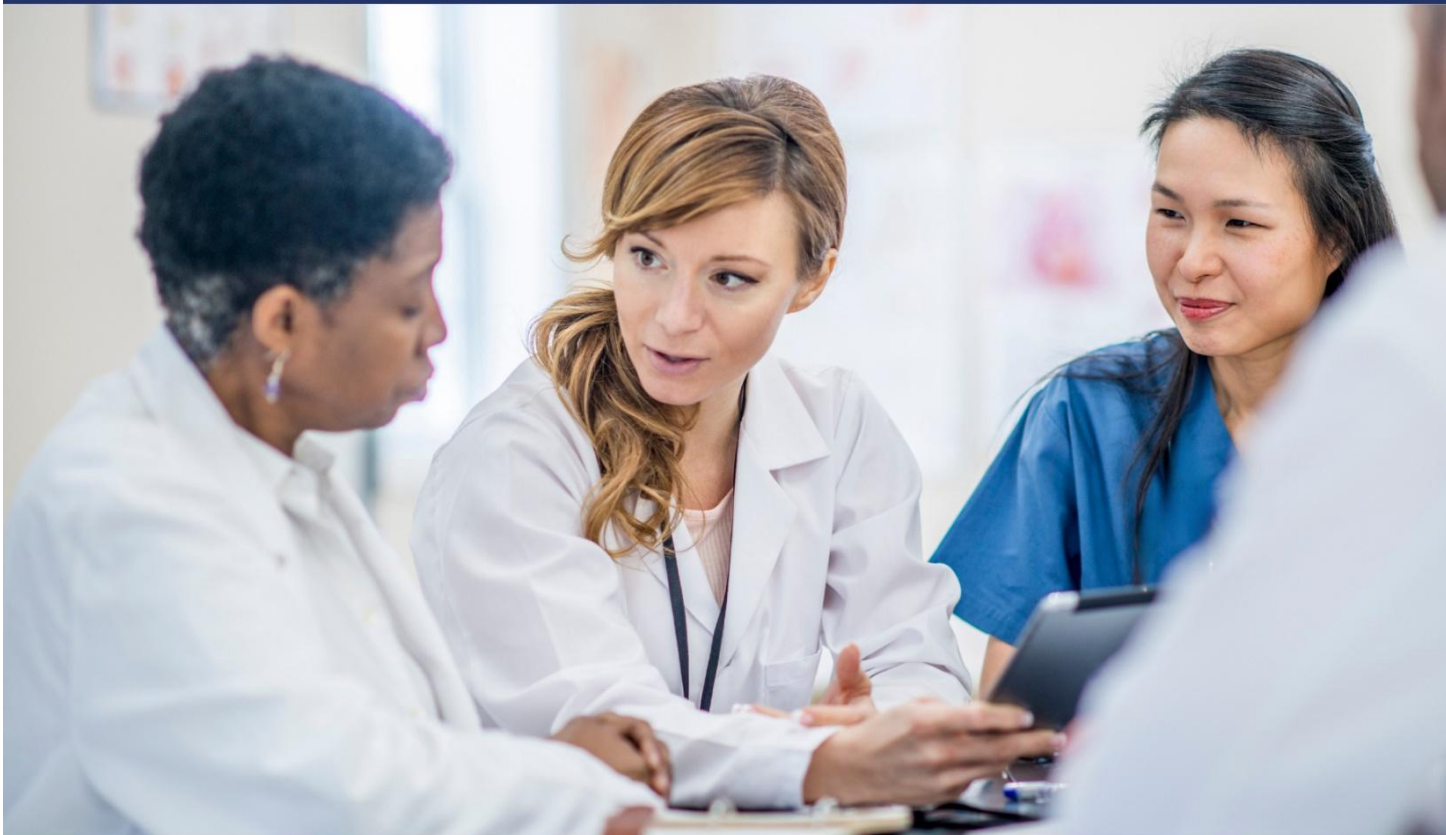
A supervision standard is a reasonable and common standard that a number of Ontario health regulators employ to ensure registrants engage with students they are supervising in a clinical setting in an appropriate manner. The College’s standard is proportionate to the identified risk of harm and aligns with existing supervision standards relied upon by other health regulators. The proposed standard is not unduly restrictive but instead places clear expectations on registrants who choose to act as clinical supervisors. Accordingly, the proposed standard is proportionate to the risk of harm identified and an appropriate response by the College.

Recommended Motion:

That Council approve the proposed Supervising Chiropody Students standard.

Mover: _____

Secunder: _____



DRAFT



College of
Chiropodists
of Ontario

Supervising Chiropody Students

Approved by Council: **DATE**

Reviewed and Updated:

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Introduction

This Standard of Practice applies to registrants of the College who supervise or provide clinical education (**Supervisor**) to chiropody students or trainees (**Students**) in Ontario outside an educational institution.

Its purpose is to:

- Protect the public by ensuring that Students are properly supervised during clinical placements.
- Clarify expectations for registrants acting as Supervisors.
- Make sure patients are informed about Student involvement and receive safe, competent care.

Supervisor Eligibility

To act as a Supervisor, a registrant must:

- Hold a General Class certificate of registration in good standing.¹
- Have at least three consecutive years of chiropody practice in Ontario or another regulated jurisdiction.
- Meet all continuing competency and quality assurance requirements of the College.
- Have no terms, conditions or limitations on their certificate of registration that prevent them from supervising Students.

The Supervisor must maintain these requirements throughout the Student's placement. If these requirements are no longer met, or supervision is no longer in the public interest, the Supervisor must stop supervising and advise the Student to find a new Supervisor.

¹ For the purposes of this Standard, "good standing" means that the Supervisor must not be the subject of any prior discipline or fitness to practise order; any prior decision of the Inquiries Complaints and Reports Committee other than a decision to take no further action; any current discipline proceeding or investigation by the College; any interim order; or any agreement entered into as a result of a complaint, investigation or proceeding.

Supervision Agreement

Supervision is a formal relationship between the Supervisor and the Student. Supervisors must have a **written agreement** that includes:

- The goals and purpose of supervision.
- Responsibilities of both Supervisor and Student.
- Who has ultimate responsibility for patient care.
- How supervision will occur (frequency, direct vs. indirect, meeting arrangements).
- Confidentiality and consent requirements.
- Emergency contact and contingency plan if the Supervisor becomes unavailable.
- Expectations for sharing patient information and confidentiality.
- Expectations about liability coverage.
- Requirement to report any concerns about a Student to the educational institution.

Supervision Requirements

A Supervisor must:

- Understand the Student's learning objectives and curriculum, including course content, expectations, and the goals of the Student's placement.
- Orient the Student to the facility, protocols, and department and/or program where the clinical placement is taking place (including equipment, protocols and documentation requirements).
- Only assign tasks the Supervisor has the knowledge, skill, and judgment to perform.
- Inform patients when a Student is involved in their care. Explain that the Student is not a registrant of the College, and confirm that the Supervisor is ultimately responsible for the patient's care.
- Ensure students wear nametags with their name and title.
- Obtain informed consent for Student involvement in the patient's care. If informed consent is obtained, explain the Student's role.
- Assign tasks appropriate to the Student's knowledge and skill level.
- Provide fair and honest performance assessments
- Maintain professionalism and boundaries (no harassment, discrimination, or sexual behaviour).

Determining the Level of Supervision

The level of supervision depends on:

- **Patient risk:** Higher-risk tasks require closer supervision.
- **Student competence:** Less experienced Students need more direct oversight.
- **Task complexity:** Controlled acts and invasive procedures require **direct supervision**.

Definitions:

- **Direct supervision:** Supervisor is physically present and observing the procedure.
- **Indirect supervision:** Supervisor is on-site and immediately available for consultation.

Examples:

- **Casting/scanning for orthoses:** Must be reviewed by the Supervisor before the **patient leaves the treatment room**.
- **Controlled acts (e.g., cutting into subcutaneous tissue):** Student may perform only under **direct supervision**.

Controlled Acts

Students may perform the following controlled acts **only under direct supervision**:

- Cutting into subcutaneous tissue of the foot.
- Administering substances by injection into the foot.
- Prescribing drugs designated in the *Chiropractic Act, 1991*.

Recordkeeping and Billing

- All patient records completed by the Student must include their full name and title.
- All documentation must be co-signed by the Supervisor and meet the College's Records Standard.
- Bills and receipts must be accurate and reviewed by the Supervisor.
- Supervisors must keep a supervision log with:
 - Names of Supervisor and Student.
 - Dates and hours of supervision.
 - Issues discussed or directions given.
 - Any controlled acts performed by the Student.

Restrictions on Supervision

A Supervisor must not supervise a Student if there is a **conflict of interest**.

A conflict of interest exists when a Supervisor's personal interests, or those of a relative or a related business, could affect their professional judgment or interfere with their duty to supervise in the best interest of patients and the public.

Examples of conflicts include supervising someone with whom the Supervisor has a close or personal relationship, such as:

- Spouse or common-law partner;²
- Parent or Child;
- Sibling;

² For the purposes of this Standard, common-law partners are people who have lived together as a couple for at least one (1) year, or who have a child together, or who have entered into a cohabitation agreement.

- Through marriage (parents-in-law, children-in-law, siblings-in-law, stepparents, stepchildren or stepsiblings); or
- Through adoption (adoptive parents or siblings, adopted children).

To maintain safety and quality, a Supervisor may not supervise more than one Student at the same time.

Accountability and Responsibility

The Supervisor is fully responsible for the Student's work, including all assessments and treatments. This means:

- The Supervisor must ensure that all care provided by the Student meets the College's Standards of Practice.
- If a complaint is made about the Student's conduct or actions, the College may investigate the Supervisor's role and oversight.

Appendix B: 3.5.2

Consultation: Supervising Chiropody Students

(Feedback received from February 4, 2026, to April 5, 2026)

[1] 02-07-2026

I have read and reviewed the proposed draft for the Supervising Chiropody Students Standard and believe this document constitutes a positive step for the College of Chiropodists of Ontario.

[2] 02-10-2026

I generally agree with the intent and content of this draft Standard of Practice and support its stated goals of public protection, clarification of supervisory responsibilities, and transparency for patients receiving care involving students or trainees.

I would, however, encourage the College to consider adding wording that allows for a **supervised practice framework for recent graduates of the Ontario Chiropody Program who have completed their academic and clinical training and examinations but are awaiting formal registration documentation from the College.**

There is often a transitional period following graduation and successful completion of examinations during which new graduates are not yet eligible to practice independently due to administrative timelines outside their control. During this period, these individuals are fully trained, competent, and exam-qualified, yet unable to contribute clinically despite a clear workforce need across Ontario.

Many other regulated health professions permit **conditional, provisional, or supervised practice** for recent graduates during this interim phase. Allowing a similar model in chiropody where recent graduates may be employed and practice **only under direct supervision of a registrant in good standing**, and within clearly defined scope and accountability parameters would:

- Maintain strong public protection through mandated supervision and oversight
- Support continuity of patient care and access to services
- Facilitate smoother transition to independent practice for new graduates
- Assist clinics in workforce planning and mentorship
- Align chiropody regulation with comparable health professions in Ontario

Such a framework could include clear eligibility criteria (e.g., completion of program requirements and examinations), explicit supervisory responsibilities, limits on independent decision-making, and mandatory patient disclosure—fully consistent with the objectives of this Standard.

I believe incorporating this consideration would strengthen the Standard, enhance practical implementation, and support both public interest and professional sustainability without compromising patient safety.

April 4, 2026

Response to new Practice Standard

As collaborative partners, both Michener and the College are committed to excellent and safe foot care for Ontarians. It was, therefore, a surprise that as a key stakeholder, Michener was not directly contacted to provide input on the proposed Practice Standard, Supervising Chiropody Students. Michener Institute of Education at UHN, is the only education provider in Ontario, educating Chiropody students. We are disappointed that the College did not consult directly. We are providing input and commentary on the posted [new draft practice standard for Supervising Chiropody Students](#).

The proposed Practice Standard has no comparator at any of Ontario's other regulatory colleges. No other regulated College in Ontario has a Practice Standard for Supervising Students. The College has jurisdiction over its registrants, not students. This is how the College serves to protect the Ontario public.

Our first concern is related to the proposed Supervisor Eligibility Standard. In comparison to Ontario other regulatory colleges, COCOO has a comparatively small number of registrants. All registrants are deemed competent. As you know, there are two classes of registrants: chiropodists and podiatrists. Registrants are not classified by their consecutive years of chiropody practice in Ontario or another regulated jurisdiction. Therefore, the proposed standard, should not limit any registrant activity, including supervision of students, based on consecutive years of chiropody practice in Ontario or another regulated jurisdiction.

Furthermore, the eligibility criteria for supervisors as proposed are unnecessarily restrictive. A blanket exclusion of any registrant does not reflect a risk-based approach and may disqualify capable clinicians who are well-positioned to support student learning. A case by case approach would better align with contemporary regulatory practice and avoid unnecessary regulatory overreach into areas traditionally governed by academic institutions. The implications for equity, access, and service provision in underserved communities are equally concerning. Many clinical placements in rural, remote, and marginalized areas rely on a small number of clinicians who generously support student learning despite limited resources. Narrow eligibility criteria may discourage or prevent these clinicians from continuing to supervise students, reducing placement availability in precisely the communities where exposure is most needed. Such reductions could limit students' opportunities to work with diverse populations and diminish the likelihood that future graduates will choose to practice in areas of high need. Given the College's stated commitments to equity, diversity, inclusion, and improved access to care, the proposed standard risks unintentionally working against these goals.

As the educational institution responsible for preparing future chiropodists through rigorous academic and clinic training, we share the College's commitment to public protection, high quality education, and the development of competent & ethical practitioners. We appreciate the College's intention to clarify expectations for registrants who supervise students, however, after reviewing the proposed standard, we have significant concerns that several elements extend beyond the appropriate scope of regulatory oversight and may unintentionally hinder the delivery of clinical education.

Educational institutions already operate under comprehensive quality assurance systems that govern curriculum design, clinical placement structures, and student evaluation. The College's new proposed standard introduces prescriptive requirements in these areas, which risks duplicating or superseding established academic governance.

We therefore oppose any introduction of the proposed Practice Standard as beyond the scope of the regulatory college.

Furthermore, clarification is needed regarding the scope and setting outlined in the proposed standard. The draft indicates that it applies to registrants supervising chiropody students "in Ontario outside an educational institution", yet all clinical placements operate within hybrid environments such as hospitals, community health centres, and private practices with formal affiliation agreements. These settings do not fit neatly into a binary distinction of "inside" or "outside" an educational institution. Without clearer definitions, inconsistent interpretation across sites is likely, creating uncertainty for both supervisors and students. Explicit guidance on how the proposed standard applies within affiliated clinical settings would help to avoid confusion.

A foundational component of our clinical education model is the use of formal clinical affiliation agreements with all partner sites. This has been the practice for decades and is consistent with all other educational institutions where regulated health professionals are trained. The affiliation agreements used, in conjunction with one-on-one meetings, clearly outline the responsibilities of the institution, the clinical site, the supervisor, and the student, establishing expectations, communication pathways, and accountability structures. As a core element of our quality assurance framework, this single, comprehensive agreement ensures that supervision occurs within a coherent and collaboratively governed structure.

Introducing a separate regulatory standard that imposes additional or conflicting requirements would result in two parallel sets of expectations: one academic and one regulatory. This will create uncertainty regarding which requirements prevail in cases where there may be a discrepancy. Again, this is an overreach by the regulatory College regarding governance of clinical education. It is important to note that all expectations related to student supervision is contained within one unified framework. The existing affiliation agreement structure is a standard practice and the College should recognize that robust safeguards for student learning and patient safety are already in place.

In summary, Michener continues to support the College's role as regulator and oversight for registrants. We are unable to endorse the proposed, [new draft practice standard for Supervising Chiropody Students](#).

We respectfully recommend that the College and its Executive consider existing best practices defining expected roles for registrants in a self regulated College such as the CAN Meds framework. The role of Educator is one that is embraced by registrants at other Regulatory Colleges. The framework has breadth that is appreciated and understood by registrants and the public alike. It also avoids a prescriptive approach which cannot capture all circumstances and often results in unintended restrictions rather than promoting best practice. Michener continues to strive to work collaboratively with all COCOO registrants to support and promote the best learning experience and outcomes for learners.



April 5th, 2026

Registrar & Chief Executive Officer
Council Chair and Members of Council
College of Chiropodists of Ontario
180 Dundas Street West, Suite 1901
Toronto, ON M5G 1Z8

Re: Consultation Submission - Draft Practice Standard “Supervising Chiropody Students”

The Ontario Society of Chiropodists (OSC) thanks the College of Chiropodists of Ontario (COCOO) for the opportunity to provide input on the draft practice standard *Supervising Chiropody Students*. OSC appreciates Council's commitment to public protection and to ensuring that regulatory approaches remain effective, proportionate, and aligned with the College's statutory mandate.

OSC fully supports the importance of safe, appropriate clinical supervision of students. Our submission focuses on whether the proposed standalone, prescriptive standard is necessary, proportionate, and consistent with COCOO's stated commitment to Right-Touch Regulation.

Enclosed for Council's consideration are:

- *An Executive Summary*
- *A detailed Consultation Submission*
- *A Comparative Regulatory Analysis (Appendix A)*
- *A Clinical Affiliation Agreement reference (Appendix B)*
- *An RHPA Regulatory Authority Analysis (Appendix C)*
- *A consolidated list of Sources*

OSC offers this submission in a constructive spirit and with respect for Council's role and discretion. Given the absence of demonstrated risk, the duplication of existing oversight mechanisms, and the need for a proportionate, evidence-based approach under the RHPA, OSC respectfully recommends that Council **defer approval** of the draft standard. A transparent proportionality assessment, supported by stakeholder feedback and analysis of less restrictive alternatives, is essential to ensuring that any future supervisory expectations both protect the public and sustain the workforce required to deliver care.

OSC remains committed to working collaboratively with the College to support a regulatory framework that protects the public, aligns with RHPA norms, and sustains Ontario's chiropody training pathway.

Respectfully submitted,

Sasha Kozera-Faye

Sasha Kozera-Faye BSc, DCh
Interim President
Ontario Society of Chiropodists



EXECUTIVE SUMMARY

The College of Chiropodists of Ontario (COCOO) has circulated a draft practice standard proposing detailed eligibility requirements, administrative obligations, and operational restrictions for registrants supervising chiropody students.

OSC supports the objective of safe student supervision. The central question is whether a **standalone, prescriptive standard** is necessary and proportionate within the existing regulatory and institutional framework.

Key Findings

1. Not Aligned with Sector Norms

A review of Ontario health regulators shows that standalone student-supervision standards are **not typical**. Colleges such as CNO, CPSO, CPO, CRTO, and CMLTO rely on:

- existing standards (e.g., consent, documentation, accountability), and
- institutional oversight through clinical affiliation agreements.

2. Duplicates Existing Oversight

Michener's Clinical Affiliation Agreement already governs:

- supervisory roles
- liability
- evaluation
- patient-safety mechanisms

No regulatory gap has been demonstrated that requires a new prescriptive standard.

3. Risks to Clinical Placement Capacity

Proposed requirements, including a one-student limit and mandatory co-signing, would significantly reduce placement capacity and deter registrants from supervising. This threatens Ontario's sole chiropody training pathway.

4. Eligibility Criteria May Be Overly Broad

The draft's definition of "good standing" excludes registrants based on historical, resolved matters unrelated to current competence or safety. This departs from RHPA principles of current risk and proportionality (*Appendix C*).

Conclusion

While student supervision is essential, the proposed standard may represent a disproportionate regulatory response. OSC recommends that Council defer approval of the draft standard pending a transparent, evidence-base proportionality assessment.



FULL CONSULTATION RESPONSE

1. Introduction

OSC appreciates the opportunity to provide feedback on COCOO's Draft Practice Standard *Supervising Chiropody Students*. OSC supports COCOO's public-protection mandate and agrees that appropriate supervision of students is essential to safe, ethical, and competent care.

OSC's submission focuses on whether a standalone, prescriptive standard is necessary, proportionate, and aligned with COCOO's Right-Touch Regulation commitments.

2. Existing Oversight Mechanisms Already Address Identified Risks

2.1 Clinical Affiliation Agreements (*Appendix B*)

Michener's Clinical Affiliation Agreement defines:

- supervisory roles
- responsibilities of clinical sites
- evaluation processes
- mechanisms for addressing concerns, including removal from placement

This framework already manages student-related risks.

2.2 Existing COCOO Standards and Enforcement Tools

Registrants supervising students are already accountable under standards related to:

- consent
- documentation
- professionalism
- boundaries
- patient safety

COCOO has demonstrated its ability to address supervision failures using existing tools. In *COCOO v. Wilson (2025 ONCPDT 8)*, the Discipline Tribunal imposed suspension, practice restrictions, remediation, mentorship, and mandatory reporting, confirming that current mechanisms are effective.

2.3 Sector Norms

Most Ontario health regulators do not rely on standalone student-supervision standards. Regulators set principles; educational institutions and clinical sites operationalize procedures (*Appendix A*).



3. COCOO's Right-Touch Regulation Commitments

3.1 Strategic Plan

COCOO identifies Right-Touch Regulation as a core regulatory philosophy focused on:

- risk prioritization
- proportionality
- evidence-informed decision-making

3.2 Key Performance Indicators

COCOO's KPIs commit to:

- applying Right-Touch practices
- ensuring regulatory actions are proportionate to risk
- using risk-based decision-making

3.3 Right-Touch in Practice

COCOO's Annual Report associates Right-Touch with targeted, transparency-enhancing initiatives, not broad prescriptive rule-making.

4. Application of Right-Touch Principles to the Draft Standard

Key questions remain insufficiently addressed:

- *What specific risk is not already addressed through existing mechanisms?*
- *How are those risks currently managed through Michener's framework and COCOO's standards?*
- *Why is a standalone, prescriptive standard the most proportionate response?*

The draft does not demonstrate that the proposed requirements represent the *minimum regulatory intervention necessary*.

5. Foreseeable Impact on Registrant Willingness to Supervise

5.1 Expanded "Good Standing" Restrictions

The draft excludes registrants based on historical, resolved matters unrelated to current competence. **This departs from RHPA principles and reduces the pool of eligible supervisors.**



5.2 Duplicative Administrative Requirements

Individualized supervision agreements, logs, and documentation structures duplicate:

- Michener's placement agreements
- institutional policies
- existing COCOO standards

This increases administrative burden without reducing risk.

5.3 One-Student-Only Limit

No Ontario health regulator imposes a blanket 1:1 student ratio. **This requirement would significantly reduce placement capacity.**

5.4 Mandatory Co-Signing

Requiring supervisors to co-sign all student documentation exceeds RHPA expectations and conflicts with institutional workflows.

5.5 Cumulative Impact

Collectively, these requirements would:

- deter registrants from supervising
- reduce placement capacity
- constrain the training pipeline
- affect future access to podiatric care services for the public

6. Cumulative Impact and Public-Interest Consequences

The proposed standard introduces a new regulatory layer in an area where risks are already managed. The foreseeable consequences include:

- reduced supervision uptake
- decreased placement capacity
- strain on Ontario's sole chiropody training pathway
- long-term workforce shortages

These outcomes conflict with RHPA's public-interest mandate (*Appendix C*).



7. Conclusion and Recommendations

OSC agrees that student supervision is essential and supports clear expectations that promote safe, effective learning and high-quality patient care. However, given the existing oversight through Michener's clinical education agreements, current COCOO standards and enforcement tools, and the College's commitments under Right Touch Regulation, it is not evident that a new standalone standard is necessary to achieve these objectives.

System-Level Workforce Consequences

The Michener Institute is the primary entry-to-practice pathway for chiropodists in Ontario and, in several provinces, the recognized academic foundation for registration as a podiatrist under full-scope models. It plays a central role in training and supplying Canada's podiatric workforce. Introducing new barriers to clinical placements would therefore have consequences beyond Ontario. The proposed standard would constrain an already limited workforce pipeline and disrupt national labour mobility by restricting the supply of graduates eligible for podiatric practice in jurisdictions that rely on Michener-trained clinicians. Any policy that narrows access to clinical education risks reducing access to podiatric care for Ontarians and weakening the broader Canadian workforce.

Regulatory Alignment, Evidence Requirements, and MOH Expectations

COCOO has not presented evidence of harm, risk trends, or gaps in existing oversight that would justify a new binding standard. Under Right Touch Regulation, any new requirement must be proportionate, evidence-based, and demonstrably the least restrictive means of achieving public-interest protection. The Ministry of Health has similarly emphasized that regulatory colleges must avoid imposing unnecessary administrative or operational burdens that do not clearly enhance patient safety or access to care. Introducing a new supervisory standard without a documented risk profile or analysis of less restrictive alternatives would be difficult to reconcile with these expectations, particularly given the College's stated intention to advance a full-scope podiatry model and support national alignment, objectives that depend on maintaining, not constraining, the country's primary training pipeline.

Health Human Resources and Modernization

Ontario is facing a well-documented health human resources crisis, with provincial priorities focused on expanding training capacity, accelerating entry to practice, and improving access to care. Regulators play a critical role in supporting these objectives by ensuring that oversight does not create unnecessary barriers to entry. By constraining clinical placements within the country's primary chiropody training program, the proposed



standard risks functioning as an unintended barrier at a time when Ontario urgently needs to strengthen (not narrow) its podiatric workforce. A stable primary-care podiatric workforce is foundational to system modernization, including any future development of advanced or surgical roles.

This issue also intersects with provincial modernization priorities, including the evolution toward a podiatry model and the potential establishment of a surgical podiatry class. A modernized system depends on a strong and stable primary-care podiatry workforce that enables Ontarians to receive the right care at the right time. Ontario's domestic program already supplies the majority of new practitioners and enables graduates to practise as podiatrists in several provinces with expanded scope. Constraining Michener's clinical education capacity would weaken the very primary-care infrastructure required for modernization of both current chiropodists and podiatrists and risk creating gaps that other system partners will inevitably fill.

OSC respectfully recommends that Council:

1. **Defer approval** of the draft standard at this time.
2. Undertake and publicly share a **Right Touch Regulation analysis**.
3. Leverage **existing oversight mechanisms** (Michener agreement, COCOO standards, QA, discipline tools).
4. Assess the proposal against COCOO's **proportionality and risk-based commitments**.
5. Consider **lighter-touch alternatives**, such as guidance or clarification within existing standards.
6. Expand **CE modules and Practice Advisory guidance** on supervision.
7. Commit to a **full RTR analysis and consultation** before making supervisory expectations binding.

Final Takeaway

OSC offers this submission in a constructive spirit and with respect for Council's role and discretion. Ultimately, the public interest is best served when regulatory decisions both protect patients and sustain the workforce required to deliver care.



Appendix A: Comparative Regulatory Practice Table

College	Standalone Student Standard?	Primary Regulatory Mechanism	Key Oversight Features & Restrictions
College of Chiropodists of Ontario (COCOO-Proposed)	Yes (Prescriptive)	Standalone Practice Standard	Outlier: Imposes a strict 1:1 student ratio, 3-year practice minimum, and permanent exclusion based on historical matters.
College of Physiotherapists of Ontario (CPO)	No	General Supervision Standard	A broad standard for all personnel (PTAs, students, clinic support staff); does not impose unique eligibility or student limits.
College of Nurses of Ontario (CNO)	No- student supervision expectations are integrated across multiple practice standards, not isolated in a stand-alone standard	Integrated across multiple existing practice standards	Rely on broad standards and leave operational details to schools and placement sites. Support safe learning and workforce pipeline,
College of Medical Laboratory Technologists of Ontario (CMLTO)	Yes (Guideline)	<i>Guidelines for the Supervision of Students</i>	Uses non-binding guidelines to support professional judgment. Explicitly refers conduct matters to the school first.
College of Respiratory Therapists of Ontario (CRTO)	No (Guideline)	<i>Professional Practice Guideline (PPG)</i>	They rely on affiliation agreements for specifics. Guideline to support professional judgement and expectations for role modeling.
College of Physicians and Surgeons of Ontario (CPSO)	No	Integrated policies and institutional frameworks	Supervision frameworks for physicians supervising other physicians (not students) Institutional supervision frameworks that are enabling, include supervision expectations that are context-based, not prescriptive checklists.
College of Midwives of Ontario (CMO)	Yes (Principle-Based)	<i>Professional Responsibilities When Supervising Students</i>	No strict ratios. Requires a formal Regulatory Impact Assessment (RIA) to prove a standard is the “minimum intervention necessary”.
Opticians (COO)	No	Intern & Mentor Requirements	Uses a mentorship model for interns rather than prescriptive ratios.



Appendix B: Clinical Affiliation Agreement

Provided separately.



Appendix C: RHPA Regulatory Authority Analysis

Purpose of This Annex

To summarize OSC's concerns that elements of COCOO's draft standard may exceed the College's statutory authority under the Regulated Health Professions Act, 1991 (RHPA) and related legislation.

1. RHPA Defines the College's Regulatory Mandate

COCOO's 2024 Annual Report states:

"The role and authority of the College are set out in the RHPA, the Health Professions Procedural Code, the Chiropody Act, 1991..."

Under the RHPA, COCOO's authority is limited to:

- *Regulating registrants*
- *Ensuring competent, ethical practice*
- *Acting reasonably and proportionately*
- *Protecting the public interest*
- ***Avoiding unnecessary barriers to practice***
- ***Avoiding interference with the jurisdiction of educational institutions, employers, and placement agreements***

2. Areas Where the Draft Standard Risks Exceeding COCOO's Mandate

A. Regulating Academic Program Operations

The draft requires supervision agreements, logs, and oversight structures that fall under:

- *Ministry of Colleges & Universities frameworks*
- *Michener Institute placement agreements*
- *Institutional clinical education policies*

Regulating academic operations lies outside COCOO's RHPA scope.

B. Over-Broad "Good Standing" Restrictions

The draft would bar supervisors based on:

- *Historical ICRC outcomes*
- *Past SCERPs, cautions, advice, undertakings*
- *Resolved matters unrelated to competence*



RHPA focuses on **current** risk. Permanent disqualifiers based on historical issues may not align with the RHPA's intent, which requires regulatory action to be tied to present-day risk.

C. Duplication and Conflict with Existing Legal Frameworks

Student involvement in patient care is already governed by:

- PHIPA
- HCCA
- Controlled Acts provisions
- Placement contracts and institutional documentation policies
- Existing COCOO Standards of Practice

Duplicating or extending these frameworks risks misalignment with RHPA principles.

3. RHPA Requires Proportionality and Public-Interest Protection

RHPA-aligned regulation must be:

- Necessary
- Risk-proportionate
- Reasonable
- Evidence-based
- Supportive of public access to care

The draft standard, as written, would:

- Reduce clinical placement capacity (potentially by 50% or more)
- Exclude many competent supervisors
- Impede the only domestic chiropody training pathway
- Reduce Ontario's future foot-care workforce

These impacts risk contradicting RHPA's public-interest requirement.

4. RHPA-Based Conclusion

Based on RHPA principles and COCOO's own statutory mandate, the draft standard appears to extend beyond what the RHPA's risk-based framework contemplates. It introduces requirements that duplicate existing oversight mechanisms and may create unintended public-interest impacts without demonstrated evidence of harm. OSC therefore recommends that the standard, in its current form, not be adopted.



Sources

1. **College of Chiropodists of Ontario (COCOO).**
Draft Practice Standard: Supervising Chiropody Students. February 2026.
2. **The Michener Institute of Education at UHN.**
Clinical Affiliation Agreement – Template.
3. **College of Chiropodists of Ontario (COCOO).**
2024 Annual Report.
4. **College of Chiropodists of Ontario (COCOO).**
Key Performance Indicators, October 2025 – October 2026.
5. **College of Chiropodists of Ontario (COCOO).**
Standards of Practice for Chiropodists and Podiatrists.
6. **College of Chiropodists of Ontario (COCOO).**
Quality Assurance Program; Complaints, Investigations, and Discipline Processes.
7. **Government of Ontario.**
Regulated Health Professions Act, 1991.
8. **Government of Ontario.**
Chiropody Act, 1991.
9. **College of Nurses of Ontario (CNO).**
Professional Responsibilities When Supervising Students.
(Professional-Responsibilities-When-Supervising-Students-Approved-Sept-22-EN.pdf)
10. **College of Physiotherapists of Ontario (CPO).**
Supervision Policy for Applicants and Students.
(Supervision_Policy_for_Applicants_and_Students.pdf)
11. **College of Occupational Therapists of Ontario (COTO).**
Guidelines for the Clinical Supervision of Students.
(Guidelines-for-the-Clinical-Supervision-of-Students.pdf)
12. **College of Respiratory Therapists of Ontario (CRTO).**
Providing Education: Respiratory Therapists Providing Education.
13. **College of Opticians of Ontario (COO).**
Transparency, Performance and Accountability Framework.



CLINICAL AFFILIATION AGREEMENT

BETWEEN

**THE MICHENER INSTITUTE OF EDUCATION AT UHN
("MICHENER")**

AND

XXXXXXXXXXXXX

("SITE")

DATED: XX/XX/XXXX

PREAMBLE

1. MICHENER wishes to provide clinical placements in order that students enrolled in full-time, part-time, distance education, and Continuing Education programs at MICHENER, including, without limitation, programs for international and exchange students, may obtain their practical clinical education at clinical placement sites, providing the necessary learning opportunities for the development of the Students' clinical competence.
2. MICHENER may also wish to use clinical placement sites for the purpose of clinical professional development for Michener faculty to maintain currency in their discipline and also to allow such faculty to co-supervise or evaluate clinical students placed at clinical placement sites.
3. The SITE has agreed to act as a clinical placement site for MICHENER students and faculty as described above, and MICHENER wishes to use the SITE's facilities and other resources for such purposes, on the terms set out in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. DEFINITIONS and INTERPRETATION

(a) Definitions

Clinical Adjunct Professor is a status-only appointment and is awarded to individuals from affiliated clinical sites in recognition of their commitment to the clinical education of Students. Clinical Adjunct Professors may concurrently hold the status-only appointment of Clinical Coordinator at a particular site.

Clinical Coordinator is a status-only appointment and is awarded to an individual from the SITE who is responsible for overall scheduling, coordinating and evaluating the Students' clinical education at the SITE. The Clinical Coordinator will work closely with all levels of clinical staff to effectively integrate Student activities into the routine of the clinical environment. He/she will attend Faculty Liaison Committee meetings and will be the operational department link with MICHENER.

Clinical Educator is a status-only appointment and is awarded to individuals from the SITE identified by the SITE to work with, teach, supervise and/or evaluate Students during their clinical placements.

Clinical Liaison Officer is a MICHENER employee who acts as a link between the Clinical Coordinators and Program Chair. The Clinical Liaison Officer will visit established clinical sites at least once every two years, and more frequently if the site is experiencing problems or requests a visit. In addition, the Clinical Liaison Officer will maintain regular personal contact with the Clinical Coordinators and Students.

Faculty are full-time or part-time MICHENER employees or persons otherwise under contract to MICHENER who are responsible for the academic instruction of Students and who may be placed at a clinical site for professional development purposes or to supervise or evaluate Students.

Program means the respective MICHENER program in which a Student is enrolled or participates and for which the SITE is to provide the clinical component as provided for herein.

Program Chair is a MICHENER employee who has overall responsibility for the respective Program, including providing an effective learning environment for Students, providing a safe, healthy and challenging work environment for Faculty and for ensuring that all professional standards are met.

Director, Student Success Network and Clinical Education (The Director) is a MICHENER employee who is responsible for maintaining positive working relationships with the SITE through effective communication. The Director is also responsible for managing all operational aspects of the Office for Clinical Education and has responsibility for clinical placement confirmation from sites and placement assignment for Students.

Student means an individual who is enrolled in a Program and placed at a clinical site in order to complete the clinical component of his/her education, and shall include, without limitation, international and exchange students.

(b) Interpretation

- (i) This Agreement shall not be interpreted or applied so as to fetter or interfere with the respective authority, duties or responsibilities of MICHENER or the SITE under their respective legislation, statutory obligations, by-laws or policies, and MICHENER and the SITE have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- (ii) Where any position is referred to, the person holding such position may delegate his/her responsibilities to another suitably qualified person at, as the case may be, MICHENER or the SITE, provided the other party hereto is informed of such delegation.
- (iii) References to specific legislation in this Agreement include any amendments to such legislation and shall include any regulations made under such specific legislation, as amended from time to time.
- (iv) The division of this Agreement into Articles, subsections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

2. INTRODUCTION

(a) Objectives of Clinical Education

MICHENER and the SITE agree that Students are expected to apply the knowledge learned during the didactic and practical phases of a Program in a clinical setting to gain clinical competence and confidence. In addition, clinical placements represent part of the defined mandate of accreditation (where applicable). The needs of the Students during clinical placement are focused on

achievement of clinical competence, graded clinical responsibility and the development of a commitment to ongoing continuing education.

(b) Basis for Affiliation

MICHENER and the SITE have a mutual interest in the enhancement of education of health professionals, research and evidence-based practice. For MICHENER to offer health care programs, it must have access to the facilities and professional staff of healthcare institutions and organizations, so that it may offer clinical experience to Students enrolled in the Programs. The SITE has resources necessary for the support of clinical teaching and has agreed to make them available to MICHENER for clinical teaching purposes as provided for in this Agreement. MICHENER has resources and services necessary for the support of teaching and has agreed to make them available to the SITE as appropriate. Both MICHENER and the SITE recognize the role and the responsibility of the SITE in the provision of health care in the fulfillment of the SITE's obligation in providing the teaching resources. While, both MICHENER and the SITE recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including SITE appointed or employed staff who have MICHENER status appointments, all Faculty shall be subject to applicable ethical and clinical guidelines or standards, laws and regulations and to MICHENER's and the SITE's relevant policies or by-laws, as appropriate. This Agreement provides a foundation upon which MICHENER, and the SITE may collaborate and cooperate in their efforts to accomplish their respective objectives.

3. APPLICABILITY OF POLICIES TO THE SITE

The SITE acknowledges and agrees that Students and Faculty are bound by the MICHENER policies. The SITE will endeavour to avoid conflicts between these policies and SITE policies and procedures and to advise MICHENER of potential conflicts. While Students need to adhere to MICHENER policies, they may also be required to comply with the SITE's own policies, and such policies may supersede MICHENER policies where a more conservative standard is applied. If MICHENER proposes to implement any new policy, procedure or guideline which could have an impact on the SITE's or MICHENER's obligations under this Agreement, MICHENER will advise the SITE. MICHENER and the SITE will each use their best efforts to inform their appointees and staff of their respective policies and of the importance of adhering to them. The SITE may access the following MICHENER policies via the link to MICHENER's Internet site, <http://michener.ca/discover-michener/policies>.

- i. [Accommodation Policy](#)
- ii. [Attendance Policy & Procedure](#)
- iii. [Harassment, Sexual Harassment & Discrimination Policy & Procedure](#)
- iv. [Health & Safety Policy](#)
- v. [Privacy Policy](#)

4. STATUS APPOINTMENT OF SITE STAFF

The aim of defining the roles, responsibilities and benefits of three progressive levels of status-only appointments for clinical staff (Clinical Educators, Clinical Coordinators and Clinical Adjunct Professors) who play an active role in the education of Students is to strengthen the relationship between MICHENER and the SITE and to formally acknowledge the roles and

contributions of these individuals. All SITE staff who work directly with Students are encouraged to hold a current status appointment and adhere to MICHENER's academic policies as outlined on MICHENER's website through the following link to MICHENER's Internet site: <http://michener.ca/discover-michener/policies>. Status appointment holders from the SITE must comply with the requirements and are entitled to specific benefits, depending on the level of appointment, as outlined in "Criteria and Processes for Status Appointment of Clinical Partners", available online via the following link to MICHENER's Internet site: <http://michener.ca/partners/clinical/the-office-for-clinical-education-centralizing-functions-in-support-of-clinical-education/resources-for-clinical-partners/criteria-processes-status-appointments-clinical-partners/>

5. COMMITMENT TO CLINICAL EDUCATION

(a) Shared Responsibility for Clinical Education/Future Opportunities

The SITE acknowledges that MICHENER is primarily responsible for the Programs in which Students are enrolled whether those Programs are located on or off MICHENER's property. As well, the SITE recognizes MICHENER's ultimate authority regarding decisions made with respect to the Programs. MICHENER acknowledges the valuable role and specific functions carried out by SITE professional staff who engage in the clinical supervision and evaluation of Students enrolled in Programs as well as the use of SITE premises and access to the SITE's patient populations for clinical teaching and therefore will involve the SITE in these processes as appropriate. Both the SITE and MICHENER also acknowledge that it may be appropriate to consider and co-operate to develop future opportunities for research, scholarships and assessments that could benefit from and be compatible with their respective expertise and facilities.

(b) Site Commitment for Clinical Education

The SITE agrees to cooperatively engage with MICHENER in implementation of the Student placements. The SITE undertakes to foster a productive learning-centred environment for Students and Faculty and agrees as follows:

(i) Appointment of Clinical Personnel

The SITE will select an appropriate and qualified Clinical Coordinator and appropriate and qualified Clinical Educators for each Program that uses the SITE's facilities.

(ii) Achievement of Educational Objectives

The SITE will work towards established educational objectives for the Program within the framework of the SITE's existing human resources, equipment and facilities. The curriculum content and competencies will be provided by MICHENER for each Program. The SITE will contact the Program's Clinical Liaison Officer regarding any questions or feedback pertaining to Program clinical competencies and objectives. If deficiencies are identified, this issue must be discussed with the Clinical Liaison Officer as soon as possible so that supplementary or alternative clinical experiences can be arranged for the Students

placed at the SITE. When necessary, the SITE may be asked to implement a course of remedial study for a Student who is identified as “at risk” of not achieving required competencies as outlined in the Program’s course outlines. In these instances, the Program’s Clinical Liaison Officer will work with the SITE to establish the goals of the remedial/learning plan. If circumstances warrant, it may be necessary to move the Student to an alternate clinical site to optimize the Student’s learning experience.

(iii) Student Evaluation

The SITE’s clinical staff will continuously monitor Student performance and communicate progress to the Clinical Liaison Officer. If a Student is felt to be having difficulty meeting the course expectations, the Clinical Coordinator will bring this to the immediate attention of the Clinical Liaison Officer. Evaluations will be completed on an ongoing basis as well as at the end of each clinical course, as per Program course requirements. In Programs where this is not possible, MICHENER staff will work with the SITE to find suitable solutions for the evaluation of Students. MICHENER reserves the right to assist in evaluations with any of the Students and, in some Programs some of the clinical evaluations may be performed by Faculty. Where practicable, the SITE will encourage evaluation from a variety of the SITE’s health care professionals.

(iv) Confidentiality of Student Information

In keeping with privacy law, MICHENER’s academic policies consider all Student records to be personal information and are therefore confidential. The SITE’s Clinical Coordinator and other staff who have access to Student information will not release any information pertaining to a Student placed at the SITE without the written consent of the Student. All official documentation related to Students while undertaking their clinical experience is the property of MICHENER and will be returned to MICHENER immediately following the clinical year, as per The Storage and Return of Student Documentation from Clinical Partners Policy and Procedure documents via <http://michener.ca/discover-michener/policies/>

(v) Support of Student Evaluation of Clinical Experience

To provide optimal clinical experiences for Students, the SITE will encourage Students to offer feedback with respect to their placement experience through the End of Rotation Student Evaluation of Clinical Placement Survey, which will be sent to their Michener email.

(vi) Provision of a Safe Environment

The SITE will provide a safe environment in which Students and Faculty will work and will not place Students or Faculty in areas that are deemed to be or might reasonably be considered to be unsafe. In the event of a pandemic or similar situation, the SITE will not expect Students to work outside of their normal scope

of responsibility and may elect to suspend clinical placement on a temporary basis, until the pandemic or similar situation is resolved or it is decided by the SITE (with the concurrence of MICHENER) that Students may return to their clinical placement.

(vii) Provision of Computer and Internet Access

Where available and appropriate, the SITE will provide Students and Faculty with computer access and Internet connection to be used for educational purposes. MICHENER will advise Students and Faculty to adhere to the SITE's computer use policies.

(viii) Participation in Program Accreditation

Where applicable, the SITE will participate with MICHENER in Program accreditation and, in preparation for accreditation the SITE will provide information as required by the accrediting body. If requested, the SITE staff will agree to be interviewed by members of the survey team during the Program visit component of the accreditation process.

(ix) Access to Patients/Clients

The SITE will allow Students, for educational purposes, access to its patients/clients and their personal health information, subject to such restrictions as are imposed by the SITE staff for clinical or legal (including under privacy law) reasons and/or by the patients themselves, including any exercise of their right to refuse Student access. The SITE will use its reasonable best efforts to provide the necessary mix of patients to meet the educational needs of the Students. In exceptional circumstances, if the SITE ascertains that it will not be able to meet Students' needs in any Program or area as previously agreed upon, it will promptly advise the Clinical Liaison Officer and assist in ensuring alternate arrangements are made for the Students.

(x) Liability Insurance

The parties shall, throughout the term of this Agreement, carry and keep in place comprehensive general liability insurance in an amount not less than \$2,000,000 Canadian dollars per occurrence or in the aggregate. Upon request, MICHENER shall provide evidence of its insurance within a reasonable period of time and shall agree to notify SITE with at least thirty (30) days prior written notice in the event of any cancellation or material change in the insurance which could affect rights granted hereunder.

The SITE will carry general liability and professional liability insurance (minimum \$2 million limit per occurrence) that will cover Michener and Michener Students and Faculty as "additional insureds" for all claims arising from the instruction, supervision or direction of the SITE and defence of same, including but not limited

to claims arising from injury, death, property and other alleged damage. Such insurance to include a cross-liability clause. Evidence of such insurance will be provided to MICHENER upon request. The SITE will provide Michener with 30 days prior written notice of any material change to, cancellation or non-renewal of such insurance.

(c) Michener Commitment for Clinical Education

(i) Student Preparation for Clinical Placement

MICHENER will provide written documentation to the SITE indicating that all Students to be placed at the SITE have completed the following requirements prior to commencing placements:

- Immunizations
- Vulnerable Sector Check (VSC) or Criminal Reference Check (CRC) as required by the respective Program
- CPR and First Aid certification, as required by the respective Program
- Mask Fit Testing, as required by the respective Program
- WHMIS Training
- Ontario Ministry of Labour: e-Learning Modules-Worker Health & Safety Awareness

MICHENER will not allow Students to enter clinical placement without fulfilling the above requirements and MICHENER will advise Students to self-declare to the SITE should there be any issues arising from a VSC.

(ii) Adherence to Privacy Laws

MICHENER will comply with all applicable privacy laws, including the Personal Health Information Protection Act, 2004 and agrees that it will require Students and Faculty to comply with all applicable privacy laws and applicable SITE policies and procedures.

(iii) Support of Student Input and Evaluation of the Program

MICHENER will routinely collect data for its key performance indicators and will share this data with the SITE in order to improve the quality of the Students' clinical experience.

(iv) Provision of Educational Opportunities for Clinical Coordinators

MICHENER will provide opportunities for SITE staff such that they can remain informed about academic directions and expect them to carry the message to other professionals in their own clinical environments. MICHENER will offer annual

professional development seminars and workshops for Clinical Coordinators/Educators to develop their skills as clinical educators.

(v) Participation in Program Accreditation

Where applicable, MICHENER will participate with the SITE in program accreditation. MICHENER will be responsible for the overall coordination and submission of required documentation to the accrediting body and will pay all associated accreditation fees.

(vi) Travel Support

Annually, MICHENER will pay reasonable travel and accommodation expenses for Ontario SITE Clinical Coordinators to attend the following meetings:

- Program Faculty Liaison Committee
- Annual Clinical Educators' Professional Development Day

Annually, MICHENER will pay reasonable travel and accommodation expenses for non-Ontario SITE Clinical Coordinators to attend one of the above listed meetings. Other meetings attended by site representatives will be at the expense of the SITE.

(vii) Access to Michener's Intranet

Michener will provide full access to my.Michener to all SITE staff who work with Students.

(viii) Liability Insurance/Workers' Compensation

MICHENER will carry liability insurance (minimum \$5 million limit per occurrence) for both Students and Faculty while in the clinical environment. This policy covers:

- bodily injury/personal injury
- damage to property of others
- professional liability

Copies of Certificate of Insurance will be provided to the SITE upon request.

Students and Faculty on clinical placement from MICHENER are covered under MICHENER's Workers' Compensation (WSIB) policy.

6. STUDENT PLACEMENT

(a) Confirmation of Student Placement and Numbers

- (i) In order to provide placement assignment to Students in a collaborative and timely fashion while balancing the mutual benefits with the realities of both parties and to be considerate of the SITE's annual budgeting/planning process, MICHENER and the SITE will work together in a mutual planning process to determine the appropriate number of Student clinical placements by Program on a yearly basis.
- (ii) MICHENER will provide to the SITE an outline of the clinical curriculum that needs to be delivered and proposed clinical Student placements at least 10 months in advance of the start of each academic year (which ordinarily commences September 1). The SITE will consider whether they can accommodate MICHENER's needs, and the SITE and MICHENER will work together in good faith to reach agreement on the proposed clinical Student placements at least 8 months in advance of the start of each academic year. Any subsequent changes to confirmed placements will be agreed upon between the Office for Clinical Education at MICHENER (primarily through the Clinical Placement Coordinator) and the designated department or other central SITE department at least 4 months in advance of the start of the academic year. If agreement cannot be reached, the appropriate senior administration at the SITE and MICHENER will intervene to achieve a suitable solution. The MICHENER curriculum, the required number of Student placements and the SITE's ability to place Students may change from year to year for various reasons, and these factors will be addressed in the determination of the annual clinical Student placements. The SITE agrees that any educational placement or teaching of students from other educational institutions will not compromise its ongoing teaching commitment to MICHENER and Students.

(b) SITE Employees as Students

When an employee of the SITE is placed at the SITE as a Student, the employee/Student will continue to adhere to all MICHENER academic and other policies and will follow a pre-determined schedule that is shared with the Program Clinical Liaison Officer.

(c) Transfer of Students

The SITE will transfer Students assigned to it for clinical training and experience to another SITE or clinical facility only in collaboration with and with approval of the appropriate Program Chair or designate. MICHENER may transfer a Student from the SITE to another site if the Student is unable to achieve required competencies at the SITE and MICHENER will inform the SITE immediately upon making this decision.

(d) Termination of Student Placement for Unacceptable Behaviour

- (i) MICHENER recognizes the right of the SITE, after consultation with the appropriate MICHENER Program Chair, to terminate the placement in the SITE of an individual Student, if the Student's behaviour or activities are considered by the

SITE to be unacceptable. If the behaviour, conduct or activities of a Student are considered to be unacceptable, that Student will be treated by MICHENER in accordance with MICHENER's academic policies.

- (ii) If, in its sole discretion, the SITE determines that a Student's behaviour or activities place patient safety at risk, or unreasonably interferes with the operation of the SITE's programs or services, the SITE may remove the Student from patient contact immediately and, after contacting the appropriate Program Chair so that MICHENER can take interim measures under its policies, may terminate the Student's placement.

7. USE OF SITE BY FACULTY FOR CLINICAL PROFESSIONAL DEVELOPMENT

The SITE acknowledges and agrees that in addition to having access to the SITE's resources and facilities to carry out their responsibilities to the Students, MICHENER may request that certain members of Faculty have access to the SITE for the Faculty's own professional development activities. If such a request is made and the SITE can reasonably accommodate the request, the SITE will, on the same terms as for its Students as provided for in this Agreement, make available its staff, resources and facilities to members of Faculty as reasonably required by MICHENER for this purpose. The SITE and MICHENER will co-operate and work together to establish schedules, objectives and competencies that will achieve this within the SITE's existing human resources, equipment and facilities.

8. HEALTHCARE DELIVERY

In supporting the SITE in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that the SITE is solely responsible for all healthcare delivery and patient care that occurs on the SITE's premises or under the SITE's jurisdiction. Nevertheless, the SITE recognizes that MICHENER has an interest in patient care and healthcare delivery, as they impact on the teaching of Students. The SITE will involve MICHENER as it considers appropriate in the planning and review of procedures for patient care and the delivery of health care. MICHENER will support the SITE in its efforts and requirements to maintain excellence in its standards of patient care and healthcare delivery particularly regarding such processes as accreditation and review, and through the offering of constructive evaluation to the SITE.

9. GENERAL TERMS AND CONDITIONS

(a) Temporary Suspension of Clinical Education - Force Majeure

The parties acknowledge that in the event of circumstances beyond the control of either party such as community disaster, strike, fire, infectious outbreak or other situation in which the continued provision of facilities or assignment of students under this Agreement would substantially interfere with the SITE's primary duty of care to its patients or its research obligations or with MICHENER's teaching or research obligations, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that its clinical, teaching, and research facilities are again

suitably available for use, or, in the case of MICHENER, its Students and Faculty are again available. The SITE will determine and communicate with MICHENER when clinical education can be resumed.

(b) Indemnification

- (i) MICHENER will indemnify and save harmless the SITE, its servants, agents and employees from all claims, defence costs and other losses of every kind in respect of injury, loss or damage resulting from the negligence, omission or other fault Michener Students or Faculty while at or assigned to the Site, except to the extent that the injury, loss or damage is caused or contributed to by the negligence, omission or other fault of the SITE, its servants, agents or employees.
- (ii) The SITE will indemnify and save harmless MICHENER, its Students, Faculty, servants, agents and employees from all claims, defence costs and other losses of every kind in respect of injury, loss or damage resulting from the SITE's negligence, omission or other fault, except to the extent that the injury, loss or damage is caused or contributed to by the negligence, omission or other fault of MICHENER, its Students, Faculty, servants, agents or employees.

(c) Entire Agreement

The terms and provisions of this Agreement, its attachments, exhibits and amendments, represent the entire understanding of the parties and supersedes and overrides any prior or other written or oral agreements, representations, warranties, understandings and explanations between the parties with respect to the subject matter of this Agreement.

(d) Notification/Notices

- (i) Unless otherwise specified in this Agreement, where the SITE is required to give notification to or consult with the MICHENER, communication with the Director, Student Success Network and Clinical Education will meet that requirement. Unless otherwise specified in this Agreement, where the MICHENER is required to give notification to or consult with the SITE, communication with **TO BE COMPLETED BY SITE** will meet that requirement. With respect to obligations of officials identified in this Agreement, if the SITE or MICHENER reassigns or reorganizes responsibilities within the institution such that the identified official is no longer appropriate to carry out the obligations assigned in this Agreement, the SITE or MICHENER, as the case may be, will notify the other party of the change to the official carrying out the obligation under the Agreement.
- (ii) All notices sent to the other party pursuant to this Agreement which are required to be in writing shall be delivered by hand; or by registered mail, postage prepaid, return receipt requested; or by overnight courier; or by fax, as follows:

If to **MICHENER**:

If to **SITE**:

Dean of Students
Michener Institute of Education at UHN
222 St. Patrick Street
Toronto, Ontario M5T 1V4
Phone: (416) 596-3141
Fax: (416) 596-7214

TO BE COMPLETED BY SITE

(e) Term, Termination and Amendment of this Agreement

The term of this Agreement is **XXX XX XXXX, to XXX XX XXXX** MICHENER and the SITE will commence discussions regarding renewing this Agreement no later than three (3) months before its expiry date, or, as applicable, before the expiry date of each subsequent one-year term as provided below. If, at the end of the original five (5) year term, a new agreement has not been executed and neither party has given three (3) months prior written notice of their intention not to renew this Agreement, then this Agreement will continue and survive for subsequent one year terms until such time as either a new agreement is executed or either party terminates this Agreement to be effective at the end of a one year term by giving to the other party at least three (3) months' prior written notice. Should either party terminate this Agreement, it shall not relieve either party from its obligation to allow the enrolled Students to complete the Program in which they are enrolled. No change to this Agreement shall be valid or binding unless it is set forth in writing and duly executed by the authorized representatives of the Parties hereto.

(f) Assignment and Enurement

This Agreement and the rights and obligations hereunder are not assignable by either party without the prior written consent of the other party. This Agreement shall enure to the benefit of and be binding upon MICHENER and the SITE and their successors and permitted assigns.

(g) Independent Contractors

The parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

(h) Governing Law

The laws of the Province of Ontario and applicable Canadian law shall govern the terms of this Agreement and the parties agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement.

(i) Waiver of Rights

No exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant hereto shall constitute a waiver by that Party of that or any other right, power or remedy.

(j) **Severance**

If any provision of this Agreement shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(k) **Authority**

Each Party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement.

(l) **Counterparts, Facsimile**

This Agreement may be signed in several counterparts, each of such counterparts so signed shall constitute an original, and all counterparts together shall constitute a single instrument. Any signature page delivered via facsimile transmission or electronic mail (pdf format) shall be binding to the same extent as an original signature page. Any Party who delivers such a signature page agrees to subsequently deliver an original counterpart to any Party that requests it, but any failure to deliver such original counterpart will not affect the previous sentence.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

**THE MICHENER INSTITUTE
OF EDUCATION AT UHN**

SITE

Brian Hodges, MD, PhD, FRCPC
EVP and Chief Medical Officer, UHN

Title of Authorized Signing Officer

Signature of EVP and Chief Medical Officer, UHN

Signature of Authorized Signing Officer

Date:

Date: