

## **UWO AFFILIATION AGREEMENT**

### **Background:**

St. Joseph's Health Care, London has a long-standing affiliation with the University of Western Ontario. The relationship is defined in an Affiliation Agreement between the two parties. The last Affiliation Agreement SJHC had with UWO was in 1991. We have not had an Affiliation Agreement since the multiple mergers happened. We have been working over the past 2 years to develop an Affiliation Agreement for SJHC and LHSC that would be mirror images of each other. LHSC has not had an Affiliation Agreement with UWO since the merger of Victoria Hospital and University Hospital.

SJHC provides the clinical educational experience for students in many disciplines at UWO. These would include medicine, dentistry, nursing, physiotherapy, occupational therapy, speech language pathology, psychology and ethics.

### **New Affiliation Agreement:**

The attached Affiliation Agreement is for a 5-year term. The Agreement outlines the basis of the relationship between UWO and SJHC. It recognizes the autonomy of each institution while reflecting the mutual dependence that also exists. The Agreement is structured so that the framework for the relationship is within the Agreement and the details are contained within appendices that can be changed by mutual agreement to reflect the ever-changing landscape.

The Agreement provides for both a Joint Liaison Committee with UWO and well as a tripartite Liaison Committee with UWO and LHSC.

### **Process for Development:**

Multiple drafts were developed of the Agreement and there was opportunity for the Joint Senior Leadership Team, Joint Medical Advisory Committee and the Professional Practice Leaders to have input into the development. Don Bryant provided legal council on behalf of both LHSC and SJHC and he is supportive of the document presented to you. UWO and the LHRI leadership developed appendix 4. The LHRI Board has approved it.

### **Recommendation:**

It is recommended that the Affiliation Agreement with UWO be approved for a 5-year term October 1, 2004 to September 30, 2009.

**AGREEMENT BETWEEN  
THE BOARD OF GOVERNORS, THE UNIVERSITY OF WESTERN ONTARIO  
(hereinafter called "the University")**

**AND**

**ST. JOSEPH'S HEALTH CARE, LONDON  
(hereinafter called "the Hospital")**

WHEREAS the Hospital is a public hospital under the *Public Hospitals Act* of Ontario, accredited by the Canadian Council on Health Services Accreditation, and approved by the Royal College of Physicians and Surgeons of Canada and the College of Family Physicians of Canada to participate in postgraduate medical education; and

WHEREAS the University and the Hospital wish to continue the affiliation that was formally instituted pursuant to an agreement between the parties dated October 29, 1946 and re-affirmed in successive agreements thereafter, including the last agreement dated September 17, 1991; and

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

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

THEREFORE, the Parties agree as follows:

**1. BASIS FOR AFFILIATION**

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

As outlined in its mission statement, the University's purpose is to be of benefit to society through the pursuit and preservation of knowledge and the provision of an environment within which students may acquire the critical understanding, humane values, and skills necessary to apply this knowledge effectively. In the pursuit and preservation of knowledge, the University is committed to promoting the development of new initiatives in research, encouraging the formation of transdisciplinary endeavors and concerted efforts with other research institutions to achieve research goals beyond the capacity of any one institution. The University is also committed to sustaining an environment within which teaching and learning can flourish.

As outlined in its mission statement, the Hospital is committed, in collaboration with its educational partners, to fostering learning and development opportunities through expert teaching and optimal resources and facilities. It is also committed, in collaboration with its research partners, to promoting leadership, encouraging innovation, advancing scientific knowledge and its dissemination, and seeking solutions to health issues through the provision of facilities and resources.

In order for both the University and Hospital to fulfill their teaching and learning objectives, the Hospital will permit its facilities and resources to be used for the clinical, research and practical training experiences for undergraduate, graduate and postgraduate students of the University in health and related fields, and the University will permit its students in the health and related fields to gain clinical

and practical experience in the Hospital and permit its students to participate in research and clinical activities in the Hospital.

In order for both the University and the Hospital to fulfill their research objectives, they are committed to supporting and assisting each other in their individual and joint research endeavors as outlined herein.

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

## **2. RESPONSIBILITIES AND EXPECTATIONS OF AFFILIATION**

### **(a) Recognition of Special Relationship**

- i) In recognition of the close relationship between the University and the Hospital and their shared academic mission, the parties agree that the University's academic resource requirements relating to educational programs or clinical placements/rotations within the Hospital shall have precedence over those of universities or post-secondary institutions outside London. The parties also agree that the Hospital's requirements for placement of students from the University shall have precedence over those of other hospitals or medical care facilities, except to the extent that this conflicts with the University's regional responsibilities and program specific requirements with respect to the placement of students.
- ii) The University and the Hospital will consult with and inform each other of their future plans, programs and services, including possible changes to, or elimination of, existing programs, resources or services, that might reasonably be expected to involve the other party or have an impact on the operations of the other institution's programs. The party proposing future plans or changes will endeavour to give the affected party at least twelve months' written notice of the proposed plans or changes and the parties will attempt to reach an agreement to prevent or minimize their impact on the programs and operations of the other party.

### **(b) General Obligations**

#### **The Hospital:**

- i) The Hospital is solely responsible for establishing, maintaining and setting standards for delivery of clinical care and services and for the provision of patient care and the determination of which clinical services it will or will not provide. The Hospital acknowledges that nothing in this Agreement will grant to the Hospital or exclude, restrict or deny the right of the University to establish courses and programs of study, to determine academic standards for students, faculty and teaching programs and generally to administer all other matters of an academic nature relating to the education of students.
- ii) It is recognized that access by students to Hospital inpatients and ambulatory patients for teaching and research programs is an integral part of their education and the Hospital will allow such access, in accordance with course and program requirements, subject to the informed consent of the patient or substitute decision maker, unless Hospital staff are of the opinion that such access should cease. The Hospital agrees that such access will include the assessment of patients and their follow-up care, participation in and performance of supervised procedures in a manner permitting increasing responsibility in accordance with supervised experience.

- iii) The Hospital will inform the University's students, faculty, and other staff of any policies, rules and regulations of the Hospital with which they must conform while at the Hospital.
- iv) The Hospital, in conjunction with the University, will provide orientation for the University's students, faculty, and other staff inclusive of an introduction to Hospital administration procedures and Hospital rules and regulations pertinent to those individuals.
- v) The Hospital will continue to operate an occupational health and safety program including site-specific orientation and training to meet the requirements of provincial legislation. The Hospital will provide protective clothing to students, faculty and other staff in those areas where the Hospital normally provides them for staff and will provide change rooms and/or lockers pertaining to areas where special precautions are required by Hospital regulations. In the event of a student workplace injury (unpaid placements), an occurrence report will be completed by the Hospital and the appropriate University coordinator will be notified of the injury.
- vi) The Hospital will provide access to its employee Health Services or Emergency Services by the University's students, faculty and other staff for emergency situations arising in the Hospital during teaching programs or research or as a result of exposure during such training or research activity. Postgraduate medical trainees covered by PAIRO will have access to employee Health Services for all situations arising in the Hospital during employment.

**The University:**

- i) The University is solely responsible for establishing, maintaining and setting standards for, the training and educational programs for its students, residents, fellows, and generally all persons who are registered in courses conducted by the University regardless of the location of the activity (see "Teaching and Academic Programs" below).
- ii) The University acknowledges that the Hospital, in fulfilling its legal obligation to provide health services and carry out its responsibilities of maintaining the quality of patient care and protecting the rights of the patient, retains the sole authority for the effective operation of the Hospital.
- iii) The University agrees to require all of its students, faculty and other staff studying, teaching or doing research at the Hospital pursuant to this Agreement to become familiar with and comply with the policies, rules, regulations and ethical guidelines of the Hospital that are relevant for their areas of involvement within the Hospital, and to participate in orientation provided by the Hospital.
- iv) The University will co-operate with the Hospital in establishing effective methods in evaluating programs and services, and the parties may establish such rules and regulations as they may see fit from time to time.

**(c) The Appointment of Staff**

The parties recognize a) that it is primarily through their staff that they are able to achieve excellence in their endeavors, and b) that a primary instrument for effecting this affiliation is

through the joint appointment of their staff in specific disciplines. In making such appointments, the parties will respect the staff appointment policies of each other. Academic appointments at the University are subject to, and must be made in accordance with, the University's internal appointment policies and procedures. Similarly, Hospital appointments are subject to, and must be made in accordance with, the Hospital's internal appointment policies and procedures.

In addition, they will support each other in their efforts and processes to maintain excellence, particularly in relation to staff assessment and promotion, program evaluation and student evaluation of staff. The process that will be followed for the joint appointment of Chairs/Chiefs in the Hospital and the University's Faculty of Medicine & Dentistry is set out in **Appendix 1** to this Agreement.

In order to promote strategic human resource planning and management for their respective clinical departments, the Hospital and the University, together with London Health Sciences Centre, have established a Joint Medical Human Resource Committee. While acknowledging that the Hospital and the University each retain sole authority for the appointment decisions at their respective institutions, the Hospital and the University recognize the importance of joint human resource planning in areas affecting both institutions. The Committee will provide advice and recommendations relating to their common human resource needs for the review and consideration of the Hospital and the University. The membership and terms of reference for this Committee are set out in **Appendix 2** to this Agreement.

**(d) Teaching and Academic Programs**

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

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

Details of the arrangements between the parties concerning teaching, student training and student research activities in the Hospital, and teaching facilities are contained in **Appendix 3** to this Agreement.

The University acknowledges that the obligations of the Hospital to provide resources for teaching and academic programs in accordance with this Agreement shall always be considered in light of the availability of such resources, provided that the fundamental principles set out in Section 1 - **BASIS FOR AFFILIATION**, shall not be compromised.

**(e) Research**

In achieving their common goals in research, the parties will involve each other in their research planning processes as appropriate. They will support the efforts and requirements of each other to achieve and maintain excellence. They will endeavor to avoid duplication in research, research support, development and public relations, and in seeking and maintaining linkages with funding agencies, industry and governments. They will assist and cooperate with each other's review and accountability processes when requested and will offer constructive evaluation and criticism of each other's total research efforts. The details of their working relationship are contained in **Appendix 4** to this Agreement

It is understood that the Hospital carries on its research activities through the Lawson Health Research Institute ("LHRI"), a joint venture between the research arms of London Health Sciences Centre and St. Joseph's Health Care, London. The Hospital agrees to take such steps as may be necessary from time to time to ensure that LHRI is able to comply with the obligations of LHRI pursuant to the agreement attached as **Appendix 4**.

**(f) Library and Information Services**

The parties recognize the necessity of the provision of excellent library and information services in order to achieve their common goals in teaching and research. Thus, they will cooperate and collaborate in planning, providing and maintaining such services. The parties accept their responsibilities to each other with regard to these services, within the limits of their financial resources.

**(g) Health Care Delivery**

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

**3. MAINTENANCE OF AFFILIATION**

**Joint Liaison Committee**

The University and the Hospital shall establish a Joint Liaison Committee ("JLC") to consider and make recommendations to the University and to the Hospital with reference to all matters arising out of this Agreement and to ensure that all such matters are dealt with in an efficient and co-operative manner. The JLC shall meet as required provided that there shall be no less than one (1) meeting per year and the first meeting shall be called within six months of the execution of this Agreement.

The mandate of the JLC shall be to:

- i) consider matters of joint concern to the two institutions, and to report thereon with recommendations to the University and the Hospital;
- ii) advise on the development of programs, policies and resources of joint interest;
- iii) furnish a method of communication between the Hospital and the University for the review of plans and projects and their evaluation for long range planning;

- iv) recommend the apportionment between the University and the Hospital of any joint or common outlay or expenditure for construction, equipment or operations that may be found necessary by the common action of the University and the Hospital;
- v) resolve any dispute or misunderstanding involving the application, interpretation, administration or alleged violation of this Agreement, in accordance with the dispute resolution provisions set out herein, or to refer such disputes or misunderstandings as may be appropriate to the Tripartite JLC;
- vi) serve as members of the Tripartite JLC as defined in this Agreement;
- vii) exercise such other powers as may be conferred upon it from time to time by the University and the Hospital acting concurrently; and
- viii) review this Agreement from time to time and to make recommendations for changes to the governing Boards of the two institutions.

The Committee shall be composed of twelve (12) members or their designates, as follows:

Representing the University:

- President or designate
- Dean of the Faculty of Medicine & Dentistry
- Dean of the Faculty of Health Sciences
- One member to be appointed by the President
- Two members to be appointed by the Dean of the Faculty of Medicine & Dentistry and the Dean of the Faculty of Health Sciences

Representing the Hospital:

- President of the Hospital or designate
- Vice President, whose portfolio includes medical affairs
- Chief Nursing Officer
- Three members appointed by the President

The members of the Committee shall elect a chair and vice-chair for the ensuing year. The chair shall alternate annually between those members representing the University and those members representing the Hospital. The chair shall be responsible for ensuring that the minutes of all meetings are recorded.

Meetings of the JLC shall be called by the chair or the vice-chair or by any two members of the Committee. No meeting shall be called without notice in writing first having been given of the time and place of such meeting to each member of the Committee at least five days prior to the date of such meeting. In the event of failure to give notice or failure to give notice in the manner prescribed, a meeting shall nonetheless be deemed to have been regularly held and properly constituted if at least a quorum is present.

No business shall be transacted at any meeting unless at least 50% of the Committee is present in person or by telephone. The proportion of attendance from each party, which constitutes a quorum, shall be such that a minimum of three representatives from each party must be present at the meeting. Each member of the Committee shall have equal voting power; the chair shall not have any additional vote in the event of a tie vote.

#### **UWO/LHSC/SJHC Joint Liaison Committee**

In this part, the word "Hospitals" shall refer to London Health Sciences Centre and St. Joseph's Health Care, London.

The members of the JLC established herein plus the six Hospital representatives of the JLC established under the Affiliation Agreement between the University and London Health Sciences Centre shall comprise the UWO/LHSC/SJHC Joint Liaison Committee ("Tripartite JLC").

The Tripartite JLC shall meet as required provided that there shall be no less than one (1) meeting per year and the first meeting shall be called within six months of the later of the execution of this Agreement or the execution of the Affiliation Agreement between the University and London Health Sciences Centre.

The mandate of the Tripartite JLC shall be to:

- i) consider matters of joint concern to the three institutions, and to report thereon with recommendations to the University and the Hospitals;
- ii) advise on the development of programs, policies and resources of joint interest to the three institutions;
- iii) furnish a method of communication between the Hospitals and the University for the review of plans and projects and their evaluation for long range planning;
- iv) recommend the apportionment between the University and the Hospitals of any joint or common outlay or expenditure for construction, equipment or operations that may be found necessary by the common action of the University and the Hospitals;
- v) resolve any disputes or misunderstandings which may be referred to it by the JLC or the Joint Liaison Committee established under Appendix 4 and which may reasonably be seen to involve issues of concern to the University and both Hospitals, in accordance with the dispute resolution provisions set out herein; and
- vi) exercise such other powers as may be conferred upon it from time to time by the University and the Hospitals acting concurrently.

The members of the Tripartite JLC shall elect a chair and vice-chair for the ensuing year. The chair shall alternate annually so that a member representing the University and each of the hospitals serves as chair every third year. The chair shall be responsible for ensuring that the minutes of all meetings are recorded.

Meetings of the Tripartite JLC shall be called by the chair or the vice-chair or by any two members of the Committee. No meeting shall be called without notice in writing first having been given of the time and place of such meeting to each member of the Tripartite JLC at least five days prior to the date of such meeting. In the event of failure to give notice or failure to give notice in the manner prescribed, a meeting shall nonetheless be deemed to have been regularly held and properly constituted if at least a quorum is present.

No business shall be transacted at any meeting unless at least 50% of the Tripartite JLC is present in person or by telephone. The proportion of attendance from each party, which constitutes a quorum, shall be such that a minimum of three representatives from each party must be present at the meeting.

Each member of the Tripartite JLC shall have equal voting power; the chair shall not have any additional vote in the event of a tie vote.

### **Health Sciences Subcommittee**

The JLC and the Tripartite JLC may each, in their discretion, create a subcommittee the purpose of which shall be to consider matters which relate specifically to health care, teaching and research in disciplines associated with the Faculty of Health Sciences and facilitate communications between the parties relating to those matters. The membership and specific mandate of such a subcommittee shall be determined by the Committee creating it.

### **Dispute Resolution**

All disputes between the University and the Hospital arising out of or in relation to this Agreement shall be dealt with in accordance with the following provisions.

A dispute arising out of or in relation to this Agreement ("the dispute"), which has not been resolved through the normal course of administration of the Agreement, may be referred by any party to the JLC ("the Committee"). The referral shall be by way of written notice to the other party. Within 7 days of delivery of the notice, each party shall deliver to the Committee a written summary of that party's position with respect to the dispute, together with the name of the representative of that party with whom the Committee should deal in relation to the dispute. The Committee shall meet within 21 days of delivery of the notice, and thereafter as often as it deems necessary, and shall attempt in good faith to resolve the dispute through negotiation and discussion. The parties agree that they will honour all reasonable requests from the other party for disclosure of information relating to the dispute.

In the event the parties are unable to resolve the dispute through the process set out above within 60 days of delivery of the notice of dispute, the dispute shall immediately be referred to a mediator to be chosen by unanimous agreement of the parties. In the event the parties are unable to agree, the mediator shall be chosen by a Judge of the Ontario Superior Court of Justice. The parties shall attempt to resolve the matter through mediation in good faith. The parties shall abide by such directions with respect to the conduct of the mediation as the mediator may set out, and will honour all reasonable requests for disclosure of information relating to the dispute. The mediator shall provide a written report to the Committee on the results of the mediation. The mediation, including the delivery of the mediator's report, shall be completed within 60 days of the appointment of the mediator. The costs of the mediator shall be borne equally by both parties.

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

## **4. INSURANCE**

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

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

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

**5. TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT**

This Agreement supersedes the previous Affiliation Agreement between the parties dated September 17, 1991. The term of this Agreement is for five (5) years from October 1, 2004 to September 30, 2009.

Notwithstanding the above, this Agreement may be terminated by either party on the last day of June in any year provided that the party gives to the other party at least twelve (12) months prior notice in writing of intention to terminate.

This Agreement and the appendices thereto may be amended by the parties hereto at any time. Appendices 1 and 2 may be amended by the JLC provided that if any such amendments conflict with any provision of the main body of this Agreement, the provisions of the main body of this Agreement shall take precedence. Except as provided herein, no amendment shall be binding unless in writing and signed on behalf of the parties hereto by their proper officers.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the signatures of their proper officers in that behalf as of this 1st day of October, 2004.

THE UNIVERSITY OF WESTERN ONTARIO

Seal

per

per

ST. JOSEPH'S HEALTH CARE, LONDON

Seal

per

per

## **APPENDIX 1**

### **JOINT APPOINTMENTS OF CHAIRS/CHIEFS**

1. If, prior to initiating a search at their respective institutions, the University and LHSC and/or SJHC decide that they wish to appoint the same individual to be the Chair of a department in the Faculty of Medicine & Dentistry and the Chief of a Clinical Department in the respective Hospitals, the University and LHSC and/or SJHC will follow the joint selection procedures set out herein.
2. The individual's appointment at each institution will be governed by each institution's internal policies and procedures.
3. Each appointment normally will be recommended for 5 years subject to annual review and confirmation. An early termination of the appointment at one institution may terminate the appointment at the other institution(s) as determined by each institution.
4. The University and the Hospital (s) must each approve the position, the details and responsibilities of the position, the term of appointment and the candidate, if any, recommended by the selection committees.
5. Eighteen months before a Chair/Chief completes a (five year) term, a Joint Selection Committee will be established. The Joint Selection Committee will be comprised of the selection committees established by each of the University, LHSC and/or SJHC according to the internal policies at each institution.
6. Committee members on the Joint Selection Committee may be members of the selection committees of both the University and the Hospital(s).
7. The Joint Selection Committee will identify and select the reviewers who will conduct an appraisal of the department.
8. The Joint Selection Committee will define the role requirements/terms of reference/job description for the Chair/Chief and prepare an advertisement for the Chair/Chief position. Such advertisement must be in accordance with the policies of each institution.
9. The Joint Selection Committee will determine the length and time of the applicant site visits and will determine who will conduct the interviews with the candidates.
10. The Joint Selection Committee will attempt to come to mutual agreement as to the candidate of choice. The individual selection committees will then vote on the candidate of choice and 50% plus one of each committee would determine the candidate who would be recommended to the respective institutions for appointment.
11. Should there not be one candidate who is deemed appropriate to be recommended as the Chair/Chief, the selection committees would seek direction from their respective institutions.
12. The University and the Hospital(s) will share in the costs of the reviewers, advertising and candidate expenses.

4. The University and the Hospital (s) must each approve the position, the details and responsibilities of the position, the term of appointment and the candidate, if any, recommended by the selection committees.
5. Eighteen months before a Chair/Chief completes a (five year) term, a Joint Selection Committee will be established. The Joint Selection Committee will be comprised of the selection committees established by each of the University, LHSC and/or SJHC according to the internal policies at each institution.
6. Committee members on the Joint Selection Committee may be members of the selection committees of both the University and the Hospital(s).
7. The Joint Selection Committee will identify and select the reviewers who will conduct an appraisal of the department.
8. The Joint Selection Committee will define the role requirements/terms of reference/job description for the Chair/Chief and prepare an advertisement for the Chair/Chief position. Such advertisement must be in accordance with the policies of each institution.
9. The Joint Selection Committee will determine the length and time of the applicant site visits and will determine who will conduct the interviews with the candidates.
10. The Joint Selection Committee will attempt to come to mutual agreement as to the candidate of choice. The individual selection committees will then vote on the candidate of choice and 50% plus one of each committee would determine the candidate who would be recommended to the respective institutions for appointment.
11. Should there not be one candidate who is deemed appropriate to be recommended as the Chair/Chief, the selection committees would seek direction from their respective institutions.
12. The University and the Hospital(s) will share in the costs of the reviewers, advertising and candidate expenses.



## APPENDIX 2



### JOINT MEDICAL HUMAN RESOURCE COMMITTEE TERMS OF REFERENCE

#### **Committee Mandate:**

The Joint Medical Human Resources Committee is a tripartite group representing London Health Sciences Centre (LHSC), St. Joseph's Health Care, London (SJHC) and The University of Western Ontario (UWO), Faculty of Medicine & Dentistry (FoMD). Responsibility for city-wide medical human resource planning processes is delegated to the JMHRM by the Executive Council Faculty Council (ECFC) and the Joint Senior Leadership Committee (JSLC), London hospitals. The Lawson Health Research Institute, which is the research arm of LHSC and SJHC, is also a key stakeholder in the medical human resource planning processes. In addition, the Academic Medical Association of Southwestern Ontario (AMOSO) has identified that it will look to the work of the JMHRM to support the requirement for Medical Human Resource Plans as part of the provincial Alternate Funding Plan process.

#### **Duties:**

Based on the guiding principles originally established in the Path of Development<sup>1</sup>, and the further evolution of Medical HR Planning Principles as per the recommendations of the Joint Medical Human Resource Committee (May 2004), the Committee will be responsible for providing direction regarding city-wide medical human resource planning processes. The Joint Medical Human Resource Committee will facilitate processes related to strategic medical human resource planning and management for the Faculty of Medicine & Dentistry and the London hospitals. This includes workforce planning and position approval; physician recruitment and retention, career development and performance management.

Specific areas of responsibility include:

- (a) Establish the planning framework for medical and clinical academic human resource planning and management;
- (b) Advise on methodologies to determine the scope and size of the workforce required to support the clinical and academic mission of the Hospitals and Faculty;
- (c) Develop and administer the processes required to approve new and replacement positions, including the responsibility for position approval, for the London Hospitals and Faculty of Medicine & Dentistry (clinical faculty only);
- (d) Develop recruitment and retention strategies and processes that enable the Hospitals and Faculty to achieve strategic objectives; and

---

<sup>1</sup> The Path of Development – August 1997 – Approved by the Joint Committee

- (e) Continue to develop and evolve physician career development and performance management systems.

**Membership:**

The Joint Medical Human Resource Committee (JMHC) will be comprised of:

- First Executive, Medical Staff Organization, SJHC
- First Executive, Medical Staff Organization, LHSC
- Two city-wide Chair/Chiefs
- Associate Dean, Policy and Planning, Faculty of Medicine & Dentistry
- Vice-President Medical Affairs, SJHC
- Past Chair, Medical Advisory Committee, SJHC
- Chief of Staff or Senior Medical Advisor, LHSC
- Vice-President, Patient Care, SJHC
- Executive Vice-President, Clinical and Academic Affairs, LHSC
- Either Chief Administrative Officer, LHRI or Scientific Director, LHRI (Shared)
- Integrated Director, Medical Affairs
- Director of Administration, Faculty of Medicine & Dentistry
- Clinical Teachers Association member, Faculty of Medicine & Dentistry

**Non-Voting**

- Chair, Academic Medical Organization of Southwestern Ontario (AMOSO)
- Project Manager, AMOSO
- Medical HR Specialist, Medical Affairs (Staff Support)
- Medical HR Assistant, Medical Affairs (Recorder)

**Chair:**

The Chair of the committee will be selected by the committee and will be one of the Medical Departmental Chair/Chief members. The Chair will serve in this capacity for two years with the possibility of an additional two-year term if approved by the committee.

**Meetings:**

The Joint Medical Human Resource Committee will meet at least bi-monthly. Special meetings will be at the call of the Chair.

**Quorum:**

Decisions will generally be made by consensus. In instances where voting is required, fifty percent plus one of the voting membership will constitute a quorum.

**Reporting Relationship:**

The Committee will be responsible to the Executive Committee Faculty Council and the Joint Senior Leadership Committee, London hospitals. In addition, the JMHC will have a responsibility to communicate regularly with the Medical Advisory Committees of the London hospitals and the Clinical Chairs, UWO Faculty of Medicine & Dentistry.

## **APPENDIX 3 TEACHING AND ACADEMIC PROGRAMS IN THE HOSPITAL**

### **1.0 STUDENTS**

#### **1.1 Definition of Students**

A student is an individual formally registered at the University in a course or program of study. A student may be registered in an undergraduate, a graduate, or a postgraduate program, or may be a Fellow registered at the University in post-certification training. Individuals present in the Hospital in training situations who are not registered as students of the University are not covered by this Agreement.

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

#### **1.2 General Provisions Applicable to All Students**

- 1.2.1.** Students will be permitted to take instruction and gain clinical and/or practical experience in the Hospital, and the Hospital will provide services and facilities and resources as set out herein.
- 1.2.2** The parties agree that there shall be a definite and predictable number of students determined by mutual agreement, ordinarily planned on an annual basis, in advance of arrival at the Hospital of such students. A report of the number of students from each program of the University taking instruction in the Hospital each year shall be filed with the JLC.
- 1.2.3** The Hospital will contact the appropriate University Dean or designate and the University will contact the appropriate Hospital representative at the earliest opportunity if problems should arise with a student during a placement/rotation at the Hospital. The Hospital and University representatives will work together to attempt to resolve such problems in order that the placement/rotation can continue in a manner satisfactory to both parties.
- 1.2.4** The University recognizes the right of the Hospital, after consultation with the appropriate University Departmental Chair ("Chair") or School Director and Dean, to terminate the placement of an individual student if the student's behaviour is considered by the Hospital to be unacceptable and/or patient care is being compromised. In the case of a postgraduate medical student any termination must be in accordance with the terms of the PAIRO agreement and consistent with conditions outlined in the Hospital bylaws.
- 1.2.5** The Hospital will not transfer students of the University assigned to it for clinical training and experience in a particular site to a different site within the Hospital, or to another hospital or clinical facility, without the prior approval of the appropriate Chair, Director, or Dean, or their designates.
- 1.2.6** The Hospital, through the JLC, will advise the University before it makes commitments to provide teaching facilities to students from other educational institutions where such commitments might reasonably be considered to have an impact on the academic programs of the University.

- 1.2.7** The evaluation of student performance in the Hospital will be done in accordance with the relevant University policies governing the specific program. Should the evaluation requirements change, the Hospital will be consulted to determine the impact on financial and human resources.
- 1.2.8** While at the Hospital, students must comply with all relevant policies, rules, and ethical guidelines of the Hospital as may be in effect from time to time and with University policies and rules, including the University's *Code of Student Conduct*. The University will instruct its students on confidentiality of patient information. Hospital staff must comply with all relevant academic policies, rules and regulations of the University that pertain to the education of the students at the Hospital. The University will provide the Hospital representative with those policies, rules and regulations prior to the commencement of a placement or rotation at the Hospital.
- 1.2.9** Students and Faculty are required to comply with applicable health requirements before the start of a placement at the Hospital. The Hospital shall inform the University of any specific health requirements and the University shall inform the students and faculty members (with the exception of postgraduate students and fellows). When requested by the Hospital, the University will provide the Hospital with information regarding the students' health and immunization status as provided to it by the students.
- 1.2.10** The Hospital shall take reasonable measures to ensure student safety at all times while at the Hospital, particularly considering hazards such as environmental toxins, exposure to infectious agents transmitted through blood and fluid, radiation, and potential exposure to violence from patients or others.
- 1.2.11** The University and the Hospital will take necessary steps to ensure that the legal requirements of the Regulated Health Professions Act or the regulations as may be prescribed by other authorized bodies or accreditation standards with respect to supervision of students are observed.
- 1.2.12** The Hospital will ensure that there is a procedure that any orders, histories, progress notes or other documents written by any student, faculty member or clinician on a patient's chart be countersigned, when appropriate, by the Hospital attending staff at appropriate times.
- 1.2.13** The Hospital will ensure that students' personal information provided to it by the University is used only for the purposes for which it was given to the Hospital and both parties will comply with any relevant legislation with respect to the collection, use and disclosure of such personal information.
- 1.3 Undergraduate Students and Postgraduate Trainees in the Faculty of Medicine & Dentistry**
- 1.3.1** The University and Hospital recognize that medical and dental training programs must be conducted in accordance with the accreditation standards set by various accreditation bodies, including the Liaison Committee on Medical Education (LCME), The Royal College of Physicians and Surgeons of Canada (RCPSC), The College of Family Physicians of Canada and The Canadian Commission on Dental Accreditation, and they are committed to complying with such standards. These include both general standards and specific standards of accreditation for programs in a specialty or subspecialty. They also recognize and agree that involvement of students in clinical activities in the Hospital must

be in accordance with policies and guidelines issued by the College of Physicians & Surgeons of Ontario and The Royal College of Dental Surgeons of Ontario.

**1.3.2** Faculty, students and staff in the University's Faculty of Medicine & Dentistry must comply with the Faculty's *Teacher/Learner Code of Conduct* and *Policy on Professionalism* while at the Hospital.

**1.3.3** All students assigned by the University to Hospital departments for mandatory rotations will be permitted to take instruction at the Hospital. Any resource issues will be tabled at the JLC.

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

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

**1.3.4 Undergraduate Medical and Dental Students**

- (a) Both parties agree that they will comply with, and undergraduate medical and dental training in the Hospital will be conducted in accordance with, the accreditation standards issued by the Liaison Committee on Medical Education (LCME), the policies, requirements, standards, and guidelines issued by The College of Physicians & Surgeons of Ontario, The Royal College of Dental Surgeons of Ontario, The Canadian Commission on Dental Accreditation, and the requirements of any other relevant governing or accrediting institution, to the extent that such standards are consistent with the laws of the Province of Ontario. Hospital rules relating to the scope of clinical activities that may be undertaken by undergraduate medical and dental students within the Hospital must be in accordance with the requirements and guidelines established by these external bodies.
- (b) Prior to a medical or dental student taking instruction at the Hospital, the University will provide the Hospital, or the relevant Hospital department as directed by the Hospital, with the name of the student, the period of time during which the student will be assigned to the Hospital, the name of the Course or Clerkship Coordinator at the University, and such other information as may be required by the Hospital and communicated to the relevant University Coordinator from time to time.
- (c) The preceptor in the Hospital departments to which students are assigned is responsible for the direction and supervision of the student's activities in the Hospital. Students must be under the supervision of senior House staff or Hospital staff with University faculty appointments during placements/rotations at the Hospital.
- (d) The University is responsible for the assignment to clinical services, as prescribed or elected, as well as the students' curriculum and the methods and standards of evaluation of the students' training in the Hospital. The University will advise the Hospital before making any changes in the curriculum or methods and standards

of evaluation which might reasonably be considered to have an impact on Hospital resources.

- (e) The relevant Hospital Department will provide the students with an orientation of the Department at the beginning of each rotation or session.

### **1.3.5 Postgraduate Medical and Dental Students**

- (a) The University and Hospital recognize that residency training is a joint undertaking of the University and its affiliated hospitals, and the Hospital is committed to support residency training programs operating under the direction of the University. Both parties agree that they will comply with, and residency training programs in the Hospital will be conducted in accordance with, the accreditation requirements and regulations of The Royal College of Physicians and Surgeons of Canada (RCPSC) and the College of Family Physicians of Canada (CFPC), the policies issued by The College of Physicians & Surgeons of Ontario, the requirements and policies of The Royal College of Dental Surgeons of Ontario and The Canadian Commission on Dental Accreditation, and the requirements of any other applicable governing or accrediting institution.
- (b) Prior to patient contact, postgraduate medical or dental students will require an appointment by the Board of the Hospital. The Hospital will appoint to its House Staff those individuals who have been assigned to the Hospital by the Faculty of Medicine & Dentistry and who meet the requirements for appointment as stipulated in the Professional Staff Bylaws. The Faculty of Medicine & Dentistry will assign postgraduate trainees to the Hospital in accordance with its internal policies and academic training requirements. The terms and conditions of employment of the postgraduate medical students by the Hospital is set out in the PAIRO-OCOTH agreement, as amended from time to time.
- (c) The Associate Dean of Post-Graduate Education at the University is responsible for the overall operation and direction of the University's residency training programs and is Chair of the Faculty's Post-Graduate Committee. Residency Program Directors will be appointed by the appropriate University Department Chair(s). Direction of the residents' learning activities in the Hospital shall be the responsibility of the Residency Program Director or other members of the medical staff with faculty appointments to whom this responsibility is delegated by the Residency Program Director. The type and level of supervision in each program will be dictated by internal policies as determined by the residency training program and the Hospital.
- (d) The Faculty of Medicine & Dentistry will evaluate the academic performance of its postgraduate students in accordance with its "Policy on Evaluation, Remediation, Probation, and Dismissal of Residents".

## **1.4 Undergraduate and Graduate Students in the Faculty of Health Sciences, the Faculty of Social Science and Students in other Faculties**

- 1.4.1** The Hospital agrees to accept undergraduate and graduate students registered in the Faculty of Health Sciences, graduate students in the Department of Psychology, and students registered in other programs of the University, for clinical and other educational placements in the Hospital.

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

**1.4.3** The University agrees:

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

**1.4.4** The Hospital agrees:

- (a) to designate coordinators who will be responsible for coordinating placements with the University coordinators;
- (b) that in cooperation with the University coordinator, it will determine the number of students for which clinical or other experience and necessary facilities can be

- provided, the desirable staff-patient ratio, and the number of students that can be assigned to specific clinical areas;
- (c) to advise the University coordinator before the commencement of a placement if educational objectives cannot be met by the Hospital;
  - (d) to advise the University at least one month in advance of a scheduled placement, of any placement cancellations or changes;
  - (e) to participate in the selection of clinical assignments as appropriate;
  - (f) to the extent and in the manner agreed to by the University and Hospital coordinators prior to the commencement of a placement, provide practice and observational experiences, and instruction, training and guidance for the students by Hospital staff qualified in the discipline in which the student is training, to meet the objectives of a particular placement, and provide such performance evaluations and assessments as required for a particular program;
  - (g) to ensure that there is on-site supervision of students' clinical activities by qualified Hospital staff if University faculty are not on-site with the students, where the Hospital has agreed in advance to accept such students;
  - (h) that in cases where University faculty are on-site with the students during all or part of the placement term, the University and Hospital have a shared responsibility for taking necessary measures to ensure that there is appropriate supervision of the students' activities by qualified clinical personnel throughout the placement term;
  - (i) to the extent and in the manner agreed to by the University and Hospital coordinators prior to the commencement of a placement, to provide opportunities for clinical instruction that are sufficient in extent and variety to meet the objectives of a particular placement in those situations where University instructors are instructing the students at the Hospital.

## **1.5 Graduate Students in Research Programs**

**1.5.1** Graduate students of the University may participate in research activities conducted in the Hospital as part of their academic program at the University. Such students are expected to participate in the academic life of their graduate program by attending its courses, seminars and other academic programs and activities. Supervision of the student's research in the Hospital must adhere to regulations of the Faculty of Graduate Studies and the University Senate.

**1.5.2** Graduate students involved in research at the Hospital must comply with the University's policies, procedures and ethical guidelines including those relating to research conduct. They must also comply with applicable Hospital policies. Appendix 4 contains additional provisions relating to research activities conducted by graduate students of the University.

Prior to a student beginning his/her research activity at the Hospital, the Hospital and the University (through the graduate program) must agree on, and ensure that the student is informed of, the policies, procedures and ethical guidelines to which he/she must adhere. In the case of conflicting or identical policies or procedures, the Hospital and University

may decide that the policies, procedures or ethical guidelines of one party will take precedence over those of the other party.

## **2.0 PROGRAM PLANNING, PRESENTATION AND REVIEW**

### **2.1 Program Planning**

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its students, the University notes the essential role of various Hospital staff in the presentation of clinical and practical experiences and programs of instruction to students. Thus, the Deans of the University's Faculties and Schools and their designates will ensure that the Hospital is invited to participate in the planning of the programs and experiences to be offered to students to the extent of their involvement in those programs and experiences. Hospital participation could range from representation on University divisional/departmental education/curriculum committees to informal meetings and discussions between course and curriculum leaders and hospital preceptors.

In like manner, the Hospital will invite the appropriate Dean or her/his designate(s) to participate in and contribute to discussions and processes in the Hospital that will affect directly or indirectly the teaching programs of the University and/or the practical experiences offered to students.

### **2.2 Quality Control**

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

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

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

### **2.3 Accreditation**

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

## **3.0 TEACHING DEPARTMENTS, SERVICES AND FACILITIES**

**3.1** All appropriate departments and programs in the Hospital will be available for teaching purposes in accordance with the terms of this Agreement. Any proposed exclusions will be communicated to the University as set out in section 2(a)(ii) of the Agreement.

### **3.2 Clinical Teaching Services, Facilities and Resources**

The University and the Hospital accept the requirements issued by the RCPSC regarding the organization of clinical services and other resources used for teaching residents and the requirements of the LCME regarding the clinical resources required for undergraduate medical teaching in the Hospital. In the case of students in other programs, the

University and Hospital coordinators will agree upon the teaching facilities and other Hospital resources that will be available for teaching purposes and will adhere to the requirements of any relevant accrediting body regarding the provision of clinical resources required for teaching in the Hospital.

### **3.3 Availability of Patients**

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

**3.3.2** The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of the students accepted by the Hospital for clinical training and experience. As soon as the Hospital ascertains that it will not be able to meet students' needs in any program or area, it will advise the appropriate Chair or Dean or University coordinator so that alternate arrangements may be made for the students. Whenever possible, the Hospital will give the appropriate University representative twelve months' notice of its inability to provide the mix of patients required by the University.

### **3.4 Diagnostic and Therapeutic Services**

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

### **3.5 Classroom and other Facilities**

The Hospital will provide in the Hospital, such lecture and seminar rooms, common rooms, cloakrooms with lockers and duty rooms for the students as may be agreed upon by the JLC. Students shall have access to the Hospital's cafeteria facilities and reference library facilities.

### **3.6 Facilities for Clinical Teachers**

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