

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(“U of T”)

AND

THE MICHENER INSTITUTE FOR APPLIED HEALTH SCIENCES
(“Michener”)

AND

NORTHERN ONTARIO SCHOOL OF MEDICINE
(“NOSM”)

PREAMBLE

U of T, Michener and NOSM have a shared goal of providing excellent programs for the education of students in areas of common interest in applied health sciences.

U of T, Michener and NOSM have agreed to establish a consortium for Physician Assistant education (the “Consortium”), to deliver a Physician Assistant education program (the “Program”, as more particularly described below) from which graduates will receive a Bachelor of Science Physician Assistant (BScPA) degree from U of T, with the first students being admitted in January 2010 at the earliest.

The objective of the Program is to educate students in a professional degree program so that they may be eligible to become Canadian Certified Physician Assistants and work in Ontario.

This Memorandum of Understanding (“MOU”) sets out the arrangements between the parties regarding the Consortium and its delivery of the Program.

The parties acknowledge that this MOU may accordingly require amendment as provided for in paragraphs 41 and 44.

THE PHYSICIAN ASSISTANT EDUCATION PROGRAM

1. The Program is a second entry twenty-four month undergraduate BScPA program. It is considered a professional degree for Physician Assistants (individually a “PA” and collectively “PAs”). Graduates of the Program will be eligible to sit the National Certification exam once the Program is accredited by the Canadian Medical Association.
2. The Program is intended to offer students a balance in academic and clinical orientation, extensive access to healthcare relevant resources and a curriculum delivery model that maximizes rural training and geographic accessibility throughout Ontario.
3. The Program is intended to prepare Canadian PAs to effectively:
 - a. increase access to health care in underserved and rural communities
 - b. practice in a variety of healthcare settings
 - c. reduce wait times for primary care
 - d. advance interprofessional and collaborative patient-centred practice
 - e. enhance the effectiveness of services provided by physicians

4. The Program is intended to equip graduates with the capability to establish the foundation for a sustainable Canadian PA professional identity based on principles of:
 - a. social accountability
 - b. professionalism
 - c. interprofessionalism
 - d. critical thinking
 - e. life-long learning
5. The Program will be funded as follows:
 - a. student tuition
 - b. Ministry of Training, Colleges and Universities (MTCU) at an established rate of 3 BIUs annual per year two semesters.
 - c. Ministry of Health and Long-Term Care (MOHLTC) for one-time start up costs
 - d. MOHLTC for ongoing costs associated with clinical placements
6. The parties may use each others' facilities and services as follows:
 - a. Personnel of any of the three parties academic administrators ("Program Faculty") who teach or administer the Program may identify themselves as being associated with the Program Consortium.
 - b. All Program Faculty will have access to relevant faculty development programs and activities as determined to be appropriate by the parties. Resources connected to any of the three parties, such as anatomy labs, simulation centres and technology resources such as videoconferencing and software will be accessible to all Program Faculty as appropriate for use in the delivery of the Program.
 - c. the parties agree that they will collaborate in discussions with the government for future capital needs of the program.
7. The parties will be responsible for assuring that the Program meets the appropriate professional accreditation standards. U of T will serve as the contact site and Corporate Authority for the purposes of accreditation. The accrediting body responsible for the professional accreditation of the Program is the Conjoint Committee for Accreditation of the Canadian Medical Association.
8. U of T will conduct standard reviews of the Program in accordance with its policies and procedures. Reviews will be commissioned by the Dean of the Faculty of Medicine. Michener and NOSM will co-operate with U of T in its Program reviews. (e.g., departmental review, undergraduate program review, etc.)
9. The parties acknowledge that decisions of accreditation authorities and other circumstances may affect the Program, and they agree to inform each other of any such circumstances.

CO-ORDINATION AND OVERSIGHT

10. Each of the parties will have an academic representative responsible for the Program.
 - a. The academic representative of U of T will be the Dean of the Faculty of Medicine or delegate
 - b. The academic representative of Michener will be the President/CEO or delegate
 - c. The academic representative of NOSM will be the Dean/CEO or delegate
11. The academic representative of each party will be responsible for ensuring that the party's obligations with respect to the Program under this MOU are met, except where responsibilities are assigned to other officials elsewhere in this MOU.
12. Each party agrees not to enter into agreements with other non-party academic institutions that could materially interfere with or impact on delivery of the Program without presenting the proposed agreement for discussion to the Program's Management Committee or its representative.

13. The Program will establish the following committees, with representation from all parties, for the following purposes:
 - a. Executive Committee (comprised of the academic representatives of each party referred to in paragraph 10 above) to oversee the governance and strategic direction of the Program
 - b. Steering Committee to advise on policy, planning and implementation matters, including the approval of the Program budget, as well as the future direction and vision for the Program
 - c. Management Committee to supervise and oversee academic and administrative affairs related to Program delivery
 - d. Evaluation Committee to address program evaluation and student evaluation matters, including Program Student (as defined in section 15 below) progression and recommendations to the PA Board of Examiners
 - e. Additional committees may be struck by any party as needed, including to address issues arising from this MOU. This includes committees on matters of curriculum, admissions and selection, program evaluation, and ad hoc.

14. Committees will use their best efforts to reach mutually acceptable solutions to disputes between the parties related to this MOU; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the MOU in so far as feasible.

PROGRAM STUDENTS AND FEES

15. Successful applicants to the Program (“Program Students”) must meet the admissions requirements of the Program as outlined in the Program proposal and updated as required by an admissions and selection committee.

16. Program Students will be subject to the Board of Examiners for the PA program under the Faculty Council of the Faculty of Medicine, University of Toronto for the purposes of review of academic difficulties, progression through the program and advising of appropriate course of action, as well as reviewing marks.

17. Program Students will pay tuition fees and other fees for student services to U of T. U of T will keep all Program Student records in accordance with its policies and procedures.

18. The parties will develop a mechanism whereby U of T will transfer the allocated portions of the budget for costs to the other parties semi-annually based on student enrolment as submitted to MTCU and actual revenue collected.

PLACEMENT OF PROGRAM STUDENTS IN CLINICAL SETTINGS

19. The placement of Program Students for clinical education will be based on pedagogic interests, including the need for a wide range of learning experiences in northern and southern Ontario, and on requirements for accreditation and regulatory bodies (as applicable), and subject to the ability of the clinical placement site to offer such instruction and/or experience.

20. Program Students will be assigned to clinical placement sites in accordance with the curriculum plan for the program and the ability of the parties to provide appropriate placements.

21. When Program Students are placed in a clinical setting, the coordinators authorized by the Program will determine whether there are existing student placement agreements with the clinical site. If the clinical site has an agreement with U of T in addition to agreements with Michener or NOSM, the clinical site will be notified by the Program that the U of T agreement will apply. If the clinical site does not have an agreement with any of the parties, then the coordinators authorized by the Program will arrange for an appropriate placement or other

agreement with the clinical site in accordance with the policies and procedures of the relevant party or parties.

22. If any party enters into any new affiliation agreement that is relevant to the Program, they will notify the other parties of the new agreement.

PROGRAM FACULTY

23. The Program will be delivered by Program Faculty from Michener, U of T and NOSM in a collaborative manner. Additionally, Program Faculty may be hired or appointed by any of the parties for delivery of the Program. The Program structure includes a Program Director (normally a PA) and a Medical Director (must be a certified physician). The Academic Coordinator(s) (usually a PA) will oversee the academic year 1, or pre-clinical year. The Clinical Coordinator(s) (normally a PA) will oversee the clinical year 2. Due to the nature of the geographic locations of the three parties and the expectation of geographic dispersion of the Program Students across the province, the Program will have an academic coordinator and clinical coordinator at NOSM and one of each at U of T or Michener. It is expected that the core Program Faculty (Program Director, Medical Director, Academic and Clinical Coordinators) will share the teaching and administrative responsibilities of the Program. Teaching Assistants (non-physicians, non-physician assistants) may assist in simulations and evaluations and research.
24. The Program Director and Medical Director will be required to qualify for and be appointed to the U of T Faculty of Medicine (or an equivalent status-only appointment) in accordance with U of T's policies and procedures. Both the Academic and Clinical Coordinators at NOSM will be required to hold appropriate NOSM faculty affiliation/appointments. At various times in the Program as required for delivery of the program,¹ U of T may decide to appoint status-only, adjunct faculty or visiting professors in accordance with U of T's policies and procedures.²
25. Those who teach or supervise consortium Program Students must qualify for and hold appropriate academic appointments at one of either U of T or Michener or NOSM. A faculty member of Michener or NOSM may also hold a status-only faculty appointment at U of T, provided that the U of T appointment is in accordance with University policies and procedures and Michener or NOSM, as the case may be relevant, agrees to the U of T appointment in writing.

APPLICABLE POLICIES

25. Except as provided in paragraph 28 herein, Program Faculty will be subject to the applicable policies, procedures, guidelines, codes and similar documents of the institution where they are employed or hold their primary appointment.
26. Program Students will be subject to U of T's policies and procedures, including those with respect to:
 - a. academic matters and policies, including but not limited to the Code of Student Conduct³, Code of Behaviour on Academic Matters⁴, Grading Practices Policy⁵ and Policy on Academic Appeals,⁶ and any applicable Divisional policies or procedures regarding academic matters, including appeals. In particular, program Students will be subject to the Board of Examiners established for the Program under the Faculty

¹ <http://www.provost.utoronto.ca/procedures/visitingprof.htm>

² <http://www.utoronto.ca/govcncl/pap/policies/clinical.pdf>

³ <http://www.utoronto.ca/govcncl/pap/policies/studentc.html>

⁴ <http://www.utoronto.ca/govcncl/pap/policies/behaveac.html>

⁵ <http://www.utoronto.ca/govcncl/pap/policies/grading.html>

⁶ <http://www.utoronto.ca/govcncl/pap/policies/appeal.pdf>

Council of the Faculty of Medicine, University of Toronto for the purposes of review of academic difficulties, progression through the program and advising of appropriate course of action, as well as reviewing marks;

- b. They will also be subject to U of T's Standards of Professional Practice Behaviour for Health Professional Students; and,
- c. intellectual property and research.

U of T's jurisdiction over Program Students: the students with respect to the foregoing matters shall be addressed in these policies is exclusive as between the parties. Students will be advised in writing of this jurisdiction and will be required to agree to it as a condition of registering in the Program.

27. Except as provided in paragraph 26 above, the parties acknowledge that Program Students will also be subject to such policies and procedures of Michener, U of T and NOSM as may be applicable to their Program activities conducted at Michener or NOSM, which policies shall be identified to U of T and the Program Faculty. In the event of any inconsistency between such policies and those of U of T, U of T's Vice-Provost, Relations with Health Care Institutions and Michener's Vice President Academic and Provost and NOSM's Vice-President and Provost will work together to resolve the issue and may refer the matter to an ad hoc committee as contemplated by paragraph 13 above for advice.
28. Michener and NOSM will advise their respective Program Faculty who do not hold UofT appointments that Program Students are subject to U of T's policies as set out in paragraphs 26 and will obtain the written agreement of such Program Faculty as a term of their participation in the Program to apply those policies with respect to their Program Students. Each party will advise its Program Faculty Program Students are subject to policies of the other parties as set out in paragraph 28 and will obtain the written agreement of those faculty as a term of their participation in the program to apply those policies with respect to Program Students.

PROGRAM CONTENT

29. It is recognized that the parties have an agreement with the Department of National Defence (Canadian Forces Health Services Group) regarding shared curriculum, including recognizing intellectual property of that curriculum.
30. In the spirit of developing an innovative, collaborative curriculum for the Program (the "Curriculum Content") the following will apply:
 - a. The parties agree to collaborate to develop and maintain appropriate Curriculum Content.
 - b. Curriculum Content will be made available to all Consortium parties during the term of this MOU to further Program objectives, regardless of changes in Program Faculty.

Each party shall engage its Program Faculty on such terms as necessary to give effect to the provisions set forth herein.

USE OF NAME AND COMMUNICATIONS

31. The parties agree that they will develop mutually acceptable communication materials appropriate to the needs of the Program. All materials and formal statements relating to the Consortium and the Program shall be collaborative communiqués agreed to in advance in writing by all parties.
32. No party shall use the name or logo of any other party without its prior written consent.

33. The parties agree that the cost of collaborative communications initiatives about the Consortium and the Program such as written publications and a web-site shall be approved in advance by all parties and shall be part of the overall Program budget.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

34. The *Freedom of Information and Protection of Privacy Act* (FIPPA) applies to U of T and NOSM and these parties are committed to the requirements of FIPPA. The Michener Institute agrees to at all times protect personal information consistent with privacy protection requirements set out in FIPPA, as though the Michener Institute were an institution under FIPPA.

INSURANCE

35. Each of U of T, NOSM and Michener will maintain insurance coverage protecting its officers, employees, agents and students while on its premises or under its supervision in accordance with its usual practices and as is prudent under the circumstances.

FUNDRAISING

36. Fundraising from private sources is an important source of funding for all of the parties. The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising will be appropriate or where they will be able to assist each other in their separate endeavours. To this end, the parties will endeavour to inform each other of their fundraising plans and priorities where it is anticipated that they will significantly impact upon each other or where potential synergies may be developed.
37. Each party will follow its own policies with respect to naming things, such as, for example, buildings and endowed chairs.
38. Any funds from fundraising or gifts will be administered by the party that holds the funds.

NO AGENCY RELATIONSHIP

39. U of T, NOSM and Michener are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU.

TERM, TERMINATION AND AMENDMENT OF THIS MOU

40. The term of this MOU is for five years from _____, 20____ to _____, 20_____.
41. This MOU may be terminated by a party upon written notice to the other parties at least twelve months in advance of the entry date of the Program Student cohort to be affected by this change. In the event of termination, the parties will make every reasonable effort to ensure that the Program Students who have been selected for the incoming year or students who are currently enrolled will be able to complete the Program as it existed prior to the termination. As well, the parties will make every reasonable effort to ensure that the applicants of the affected Program Student cohort have been appropriately informed in the event of termination.

42. If, at the end of the term, a new MOU has not been executed and no party has given twelve months prior written notice of their intention not to renew this MOU, then this MOU will survive until such time as either a new MOU is executed or this MOU is terminated by a party giving the others twelve months prior written notice as outlined in paragraph 44.
43. The parties acknowledge that within the five-year term of this MOU, NOSM intends to establish arrangements with Lakehead and Laurentian Universities to register their own students and issue their own PA education degree. NOSM's intent is to continue in the Consortium with ongoing development and delivery of the collaborative Program resources as set out in this initial MOU. In the event that NOSM initiates its own PA degree program, either an amendment to this MOU or a termination and subsequent agreement of a new MOU might be required, and the provisions of sections 41 and 44 would apply.
44. This MOU may be amended by the parties at any time provided that no amendment shall be binding unless it is in writing and signed on behalf of the parties by their proper officers in accordance with the policies and procedures of each party.

Signed this ____ day of _____, 20__.

FOR THE MICHENER INSTITUTE FOR APPLIED HEALTH SCIENCES

Dr. Paul Gamble
President and CEO
The Michener Institute for Applied Health Sciences

FOR THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

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