



Roles and Principles of Governance Agreement

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1.0 Preamble

- 1.1 NOAMA is an unincorporated association whose members are the Physician Clinical Teachers' Association, NOSM University and the Hospitals.
- 1.2 The Members collectively and individually are concerned with:
 - a) Medical education;
 - b) Basic and applied health research;
 - c) The provision of clinical services to a northern widely dispersed population; and
 - d) The promotion of health services in the north.
- 1.3 The existing Governance is created to manage, distribute and administer AFP funding received as a transfer payment from the MOH.
- 1.4 The existing Governance replaces any governance structure applied to the distribution of transitional payments under any previous contractual arrangements and the 2010 Governance between the PCTA and the School.

2.0 Definitions

Definitions contained in the AFP shall be incorporated by reference into this Governance. Additional terms or acronyms have the following meanings:

"AFP" - means the contract dated April 1, 2016, among the Ministry of Health and Long-Term Care, Northern Ontario Academic Medicine Association, Physician Clinical Teachers' Association, Northern Teaching Hospitals Council, Northern Ontario School of Medicine, and the Ontario Medical Association, known as the "NOAMA – ACADEMIC AGREEMENT";

"APP" - means a pre-existing and separately funded alternative payment plan or alternative funding plan that applies to a group of Participating Physicians of the same or different specialties and/or subspecialties;

"Deliverables" - means the measurable outputs for which NOAMA is responsible as described in the AFP;

"Executive Director" – individual responsible for advising the Board of directors on organizational activities as outlined in the approved position description.

"Governance" - the current document that describes the working relationships and processes among the Members;

"Hospital" means any hospital that has an affiliation agreement with NOSM, and **"Hospitals"** has a corresponding meaning.

"Members" - the members of NOAMA are the Physician Clinical Teachers' Association, the Northern Ontario School of Medicine and the Hospitals;

"**MOH**" - means the Ministry of Health;

"**NOAMA**" - means the Northern Ontario Academic Medicine Association

"**NOAMA Board**" – means the Board of Directors where the majority of Governors are and represent Group Physicians.

"**Participating Physician**"- means a physician who:

- a) is a member of the PCTA;
- b) holds one of the following faculty appointments at the School;
 - i. Clinical Lecturer
 - ii. Assistant Professor
 - iii. Associate Professor
 - iv. Professor
- c) has signed the "Declaration and Consent" in Appendix "F" of the AFP
- d) has an active CPSO # and has a primary practice location in compliance with the NOAMA AFP.

"**PCTA**" – means the Physician Clinical Teachers' Association; and

"**School**" - means NOSM U.

"**Standing Guests**" - Recognizing the role of faculty affairs, CEPD, and research in supporting the work of faculty, a representative of each office may be invited as a standing guest to act as a resource to the work of the NOAMA board.

"**Teaching Site**" means any site at which Academic Activities occur within the geographical boundaries outlined in the NOAMA AFP.

3.0 Principles and Values

3.0 NOAMA is committed to:

- a) establish policies, procedures and guidelines to enable the delivery of health education, research, related administration and accountabilities under the AFP;
- b) establish policies concerning the allocation and distribution of funding received as a transfer payment from the MOH;
- c) oversee the implementation, administration and Governance of the AFP;
- d) monitor activities within the scope of the AFP;

- e) facilitates the delivery of Academic Activities; and
 - f) deal with such other matters that may reasonably flow from or be associated with the AFP.
- 3.1 The Governance is intended to describe, establish and expand the working relationships and processes that exist among the Members to successfully implement, administer and fulfill the obligations of the AFP.
 - 3.2 The Members, having realized that mutual interdependence is necessary to achieve their individual goals and objectives, hereby continue NOAMA as an unincorporated association. NOAMA exists to administer the AFP in order to facilitate teaching, research, academic and clinical innovation, accountability and associated administrative responsibilities of the AFP.
 - 3.3 The Members shall continue to maintain their independent responsibilities and accountability for the education of health professionals, scholarship, research, clinical service and administrative services.
 - 3.4 The Members are committed to collegial management and Governance. Members will engage in management and governance processes that are transparent in nature, convey mutual respect and are based on open and honest communication.

4.0 Organizational Framework

- 4.1 NOAMA governance will be at both a central level and at the level of individual or groups of Participating Physicians. As much responsibility as is contractually permitted will be delegated from NOAMA to Participating Physicians, subject to compliance with NOAMA policies, procedures, guidelines and the AFP.
- 4.2 NOAMA will establish policies and guidelines to ensure that the policies, Governance and procedures of Participating Physician groups are consistent with those of NOAMA and with the AFP.
- 4.3 The School will maintain responsibility for determining its individual mission, including the determination of its role and programs.
- 4.4 The Hospitals will maintain responsibility for determining their missions and programs, including the granting of privileges and quality of care.
- 4.5 The Members recognize that the AFP refers to Local Education Groups (LEGs).

5.0 Governance Structure

- 5.1 NOAMA is created to manage, direct and support the delivery of health education, research, innovative leadership and administration under the AFP.
- 5.2 NOAMA shall:
- a) be responsible for the development and maintenance of liaisons with internal and external agencies;
 - b) establish policies, procedures and guidelines to facilitate and improve the administration of the AFP;
 - c) be responsible for policy, planning, development and accountability within the AFP;
 - d) monitor compliance with Deliverables;
 - e) allocate resources to Participating Physicians and LEGs;
 - f) develop human resource plans and allocate funding based thereon; and
 - g) undertake such duties and responsibilities as are reasonable and appropriate for the effective implementation, operation, monitoring and Governance of the AFP.
- 5.3 Members of NOAMA collectively represent NOAMA in support of its mission of education of future health professionals, health research, fostering innovation and supporting administration. The NOAMA Board is composed of voting members and non-voting members or their designates, appointed as follows and in accordance with terms established by each partner association:

Voting members:

- a) Five appointees chosen by the PCTA; according to the terms outlined in the PCTA policy. *The PCTA may send an approved delegate with full voting rights if an appointed member is unable to attend, ensuring that quorum and voting representation are maintained.*
- b) Two appointees chosen by the School; based on a recommendation from the President, Vice-Chancellor, Dean, and CEO, with at least one appointee being a physician from the clinical sciences faculty.
- c) One appointee who collectively represents Health Sciences North and the Thunder Bay Regional Health Sciences Centre as appointed by the Hospital Network and

- d) One appointee who collectively represents all other northern hospitals with which the School has an affiliation agreement as appointed by the Hospital Network;

Non-voting members:

- a) Executive Director of NOAMA, if any.
- b) Standing Guests, if any

Partner associations will define the terms for their appointees. Each partner may establish their selection process and length of service.

- 5.4 NOAMA shall meet at least six times each year.
- 5.5 All efforts will be made to achieve decisions by consensus of the members of the Board. If an agreement is not reached, a vote will be required by the Board members with voting status to get a decision.
- 5.6 A duly constituted meeting must have five voting members or their delegates present. PCTA majority must be present.
- 5.7 Each voting and non-voting Member shall advise a NOAMA board co-chair in advance of a meeting if a delegate will attend.
- 5.8 NOAMA board may establish committees, working groups, or other structures as needed, defining their terms of reference and memberships. NOAMA may retain the services of such individuals or organizations that it deems appropriate.
- 5.9 NOAMA Board will elect two voting co-chairs from the NOAMA Board provided that one Co-Chair is representative from the PCTA and one of NOSM U or the Hospitals.
- 5.10 The Co-chairs shall:
 - a) Be appointed for a term as the NOAMA board deems advisable;
 - b) promote and assist NOAMA in the execution of its functions;
 - c) strive to develop consensus on issues considered by NOAMA; and
 - d) have the right to select a delegate if unable to attend a meeting.
- 5.11 The co-chairs can be removed by a majority vote of NOAMA board.
- 5.12 Members have the following roles and responsibilities:

- a) to act in the best interests of NOAMA by exercising the impartiality, care, diligence and skill that a reasonably prudent person would exercise in governing the affairs of NOAMA;
 - b) to not take personal advantage of any opportunities that arise because of their positions with NOAMA;
 - c) to disclose an interest in any personal transaction or other matter that affects or could affect NOAMA and the AFP;
 - d) to maintain confidentiality in respect to the affairs and deliberations of NOAMA; and
 - e) to participate in such orientation, training or other activities that NOAMA deems advisable.
- 5.13 Every NOAMA Member and every other person who has undertaken, or is about to undertake, any liability on behalf of NOAMA and their heirs, executors and administrators, respectively, shall from time to time and at all times, be indemnified and save harmless from and against:
- a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or in or about the execution of the duties of the office or in respect of any such liability; and
 - b) other costs, charges and expenses which the person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses occasioned by the person's own willful neglect or default.
- 5.14 NOAMA shall purchase and maintain insurance for the benefit of NOAMA board Members, and for those described in section Article 17, against liability incurred by such individuals on such terms as are determined by NOAMA. The costs of such insurance shall be paid out of AFP funds.
- 5.15 AFP funds received as a transfer payment shall be allocated and paid to individual Participating Physicians or Local Education Groups (LEGs) as directed by them.
- 5.16 NOAMA shall establish policies and requirements for its operations, reporting and accountabilities. The primary purpose of such policies and requirements is to ensure compliance with the AFP. Such policies and requirements may be in addition to the requirements of the AFP.
- 5.17 NOAMA shall not exercise Governance over a group that is an APP, to the extent that the APP receives non-AFP funding and is subject to the requirements of a separate APP contract.

- 5.19 The Members acknowledge that the PCTA shall continue to maintain a majority in NOAMA.
- 5.20 Guests to a meeting of the NOAMA board will be permitted to attend with the permission of the Co-Chairs. Guests may be invited as observers or to specifically present information for the benefit of the NOAMA board related to initiatives of the PCTA or NOSM U. If appropriate, guests will have access to the meeting materials in advance of the meeting.

6.0 Resource Allocation

- 6.1 AFP funding for NOAMA received as transfer payments from the MOH is described in the AFP as follows:
 - (a) Additional Clinical Funds;
 - (b) Administrative Funds;
 - (c) Innovation Funds;
- 6.2 AFP funding will be allocated among and distributed to Participating Physicians individually or to Local Education Groups (LEGs) in such a manner as NOAMA decides.
- 6.3 NOAMA will develop policies that deal with applications for and the distribution of payments from the Innovation Fund.
- 6.4 NOAMA will develop policies that deal with applications for and payments from the Recruitment Fund.
- 6.5 APPs shall continue to administer their own APP agreements and shall qualify for AFP payments to be allocated in such manner as NOAMA may decide.

7.0 Dispute Resolution

- 7.1 Systems by which Participating Physicians may appeal with regard to decisions about AFP resource allocation will be developed by NOAMA through collegial and democratic processes.
- 7.2 Unresolved disputes between Participating Physicians and NOAMA may be appealed to NOAMA. NOAMA will establish terms of reference to ensure that appeals are addressed in a timely and efficient manner.
- 7.3 A dispute resolution process will be established by NOAMA that includes representation from each of the signatories. The process will include mediation and arbitration.
- 7.4 Decisions relating to an appeal by a Participating Physician, or as a result of an unresolved dispute between NOAMA Members, will be final and binding upon the parties to whom the decision applies. There shall be no further right of appeal.

- 7.5 Unresolved disputes between the School and a Participating Physician that deal with education or academic issues shall be dealt with by the procedures set out therein, and the provisions of Article 7.0 shall not apply. Without limiting the generality of the foregoing, this includes any and all issues between a Participating Physician and the School relating to the date of commencement and term of appointment, academic job description, academic contract type, promotion, suspension and/or dismissal.
- 7.6 Unresolved disputes between the Hospitals and a Participating Physician shall be dealt with by the procedures set out in the Hospitals' by-laws, or policies and the Public Hospitals Act where applicable, and the provisions of Article 7.0 shall not apply. Without limiting the generality of the foregoing, this includes issues relating to the quality of care and the grant of privileges.

8.0 Role of NOSM University

- 8.1 The role of the School in the faculty appointment and promotion process and through its Senate, in approving courses of study and setting academic standards as required to discharge its responsibilities set out in its Charter, constituting documents, and relevant enactments of the Senate and Board of Governors, will be safeguarded, subject to the School entering into any agreement specifically limiting this role. The Governance does not derogate from any of the School's rights, except as specifically provided for herein.
- 8.2 The School will, within the limits of available physical resources and consistent with its funding, continue to provide appropriate research, teaching and other facilities for Participating Physicians.
- 8.3 The School will continue to carry on full consultation with the PCTA and the Hospitals with regard to matters that may substantially impact NOAMA's ability to achieve the Deliverables, such as the introduction and elimination of relevant academic programs.
- 8.4 The affiliation agreements between the School and northern hospitals shall be interpreted and applied so as to complement and be consistent with this Governance. The School shall maintain the right to amend its existing affiliation agreements but no such amendment may be contrary to or inconsistent with the provisions of this Governance or the AFP.

9.0 Role of the Physician Clinical Teachers' Association

- 9.1 The purposes of the PCTA are:
- (a) to advance and promote the welfare of its members in the broadest sense and, in particular, without limiting the generality of the foregoing, to represent the professional and economic interests of its members (including engaging in collective bargaining concerning),
 - i. the terms and conditions of appointments with the School;
 - ii. the terms and conditions of appointments with Hospitals;

- iii. the practice of medicine; and
- iv. the academic and other activities of members.

- (b) to safeguard the commitment to patient care and to the teaching of medicine in any contractual and arrangement with parties such as hospitals, universities or others.
- (c) to promote and support scholarly activities at the School, including promoting and supporting scholarly activities among the members of the PCTA.
- (d) to unify physician clinical teachers and to provide harmony and understanding amongst them and the medical profession as well.

10.0 Role of the Hospitals

- 10.1 The Hospitals or the School shall maintain the right to amend their existing affiliation agreements. However, any amendments should consider the provisions of the NOAMA AFP.

11.0 Role of Participating Physicians

- 11.1 A Participating Physician's entitlement to professional autonomy concerning patient care, according to standards established by profession, will be safeguarded. The Members will support academic freedom, encourage independent thought and expression and will provide freedom and opportunity for Participating Physicians to pursue excellence in education, research, leadership and administration.
- 11.2 Participating Physicians may opt-out of the AFP with 60 days' written notice.
- 11.3 It is recognized that participation in the AFP is voluntary. Physicians providing services within the scope of the AFP but who do not sign a Declaration and Consent shall not be discriminated against with regard to their appointments at the School or at the Hospitals as a result of their choice not to participate. Non-Participating Physicians shall not be disadvantaged as a result of their choice not to be Participating Physicians in regard to their access to School or hospital facilities, which permit these physicians to fulfill their obligations to the School and the Hospitals.
- 11.4 Each Participating Physician will be responsible to NOAMA for any individual changes that may affect the ability of NOAMA to achieve the required Deliverables under the AFP.

12.0 Role of Local Education Groups

- 12.1 Local Education Groups (LEGs) are accountable to NOAMA for contributing to the mission of NOAMA in education, research, clinical service and related administration.

- 12.2 Local Education Groups (LEGs) are groups of Participating Physicians who collectively participate in the AFP and who collectively fulfill the requirements of the AFP and NOAMA's guidelines and policies,
- 12.3 Management of Local Education Groups (LEGs) will be in accordance with guidelines and policies established through collegial and democratic processes that are acceptable to NOAMA.
- 12.4 Local Education Groups (LEGs) will consult fully with the Members with regard to matters that may substantially impact the ability to achieve the Deliverables of the AFP, such as the introduction or elimination of service components.
- 12.5 Local Education Groups (LEGs) will retain autonomy over their internal affairs but are subject to the oversight responsibilities of NOAMA, as described in the AFP.

13.0 Term

- 13.1 The Governance shall continue in force for so long as the AFP is in force, subject to any amendments in accordance with the process outlined herein.

14.0 Amendments

- 14.1 Changes to the composition of NOAMA, changes in the organization of NOAMA and any alteration to or renewal of the fundamental terms of the Governance and the AFP must be approved by the Members.
- 14.2 The PCTA will approve any amendments to the Governance only after approval by two-thirds of Participating Physicians who cast their ballots at a duly organized vote or meeting or who vote electronically if remitted. Participating Physicians will receive at least fifteen calendar days' notice of any meeting at which such vote will be taken.
- 14.3 Amendments to any policies, guidelines, reporting requirements or operations shall be undertaken by NOAMA in such manner as NOAMA may decide.

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1.0	2011 05 30	Original ToR
2.0	2013 05 27	
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4.0	2021 05 31	Move to Co-Chairs
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