

## **Agreement to Establish**

# **The Southeastern Ontario Academic Medical Organization**

**Dated: 1994 April 26**

**Amended: Meeting of SEAMO Signatories 1998 June 15**

**Amended: Meeting of SEAMO Signatories 2001 October 31**

**Amended: Communiqué from SEAMO Signatories 2015 April 15**

## **Preamble**

1. The Southeastern Ontario Academic Medical Organization (SEAMO) is an association whose members are: The Clinical Teachers' Association of Queen's University (CTAQ), Queen's University at Kingston (the University), The Kingston General Hospital (KGH), the Religious Hospitallers of the Hotel Dieu (HDH), Providence Care (PC). The members individually are concerned with medical education, basic and applied health research and the provision of clinical services for the population served by the Academic Health Sciences Centre.
2. SEAMO is created to establish policies to enable the delivery of clinical service, health education and research under the Agreement to Establish Alternative Funding between the Minister of Health and Long-Term Care and the Members of SEAMO; to establish policies with regard to allocation of resources provided by the Minister of Health and Long-Term Care under that Agreement, and resources provided by the Ministry of Training, Colleges and Universities through the University in accordance with an agreement among the Members of SEAMO; to oversee the implementation of alternative funding; to monitor the ongoing effectiveness of activities within the scope of that Agreement; and, other matters which may flow from that Agreement.

## **Founding Principles**

3. The Members having realized that mutual interdependence is necessary to achieve their individual goals and objectives, hereby formally recognize this interdependence by the creation of SEAMO. SEAMO is formed to enable Members to meet the clinical service, teaching, research and associated management responsibilities of the alternative funding contract between the Members of SEAMO and the Minister of Health and Long-Term Care of the Province of Ontario. In large part these responsibilities are carried out by the clinical teachers who function as members of the School of Medicine, as members of the attending staff providing clinical services to the teaching hospitals, and as service providers in the community.
4. Members of SEAMO shall continue to maintain their individual responsibilities and individual accountability for clinical service, education of health professionals and scholarship and research.
5. Members of SEAMO are committed to collegial management of the organization and of its constituent parts i.e. the clinical departments of the university and the hospitals.

## **Organizational Framework**

6. SEAMO governance will be at both central and subsidiary departmental levels. As much responsibility as possible will be delegated from the central governance to the

departments.

7. The central governance will establish long range policies, and ensure that the policies and procedures of individual departments are consistent with those of SEAMO.
8. Individual hospitals will maintain responsibility for determining their individual missions, including determination of their roles and programs. Members of SEAMO will participate in the development of the staffing strategy for physicians' services associated with the hospital programs.
9. The University will determine the academic programs to be offered. Members of SEAMO will participate in the development of the staffing strategy for clinical faculty members' services associated with these programs.
10. The development of the staffing strategy for SEAMO - which in turn is the staffing strategy for the clinical departments of the School of Medicine and the hospitals - will include policy development related to the following considerations:
  - 10.1 numbers and types of individuals necessary to meet the clinical service, education, and research needs of a particular unit and of SEAMO as a whole;
  - 10.2 allocation of resources related to staffing;
  - 10.3 job descriptions and performance appraisal;
  - 10.4 the marketplace determination as the basis for compensation;
  - 10.5 systems of compensation including development of incentives and/or rewards; and,
  - 10.6 other related issues.

### **Role of Queen's University**

11. The role of the Queen's University 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 Trustees, will be safeguarded, subject to the University entering into any agreement specifically limiting this role.
12. The School of Medicine Council will be consulted on all policy matters under consideration by the SEAMO Governing Committee.
13. The University will continue to provide appropriate research, teaching and other facilities for the clinical teachers at a level at least equivalent to that in existence at the time of the signing of this agreement, consistent with Ministry of Training, Colleges and Universities.

### **Role of the Hospitals**

14. The role of the hospitals in the medical staff appointment process, operation of the hospital and in the provision and setting of standards for clinical services as required to

discharge their statutory responsibilities, will be safeguarded.

15. The hospitals will continue to carry on full consultation with the other Members of SEAMO with regard to matters, which substantially impact on other Members. This applies particularly to the introduction or elimination of other clinical programs.
16. As Ministry of Health and Long-Term Care funding for all in-hospital physicians' services is provided through SEAMO, Members of SEAMO will be responsible collectively for the determination of a physician staffing strategy. A hospital has the right to retain the services of physicians outside the staffing strategy of SEAMO ("outside physicians' services") if SEAMO does not provide required services for which SEAMO is funded and which are consistent with the hospital's defined role and approved range of programs. Outside physicians' services will only be used in the most extreme situations and, in these situations, the Chief Executive Officer of the Hospital may act to secure such services where the life and health of a patient are otherwise at risk. The dispute resolution mechanism described in Paragraph 40, will adjudicate differences regarding requirement to secure outside physicians' services and, if so, the conditions under which such services shall be secured.
17. Hospitals will continue to provide access to hospital facilities to GFT physicians without charge. The amount of office space will not be less than that available at the time of signing of this agreement, subject to financial exigencies.
18. The hospitals will receive continuing clinical teacher participation in the administration and management functions currently provided, within the limits of available physician resources.
19. The University/Hospital Affiliation Agreements shall be interpreted and applied so as to compliment and be consistent with this Agreement. The University and the Hospitals shall maintain the right to amend their existing Affiliation Agreements. However, no such amendment may be contrary to or inconsistent with the provisions of this SEAMO Agreement.

### **Role of Departments**

20. Departments are accountable to the central governance for contributing to the mission of SEAMO in education, research, clinical service, and departmental/faculty/hospital/administration. Reference to clinical responsibilities in this document focuses primarily on hospital structures and service relationships within community settings, while reference to teaching and research focuses primarily on University structures, recognizing that the departments exist simultaneously within the domain of the University as well as the hospitals.
21. Departments are responsible for developing: individual role definitions, performance appraisal systems, systems for compensation linked to activity and/or performance, peer

review and appeal systems, through collegial and democratic processes acceptable to the Governing Committee.

22. Management of clinical departments shall be in accordance with rules established through collegial and democratic processes acceptable to the Governing Committee.

### **Role of Clinical Teachers**

23. The physicians' entitlement to professional autonomy concerning patient care, according to standards established by the profession, will be safeguarded. The Members of SEAMO, who will encourage independent thought and expression and provide freedom and opportunity for the clinical teachers to pursue excellence in clinical service, education and research, will ensure academic freedom.
24. GFT faculty members providing service within the scope of the Alternative Funding contract between Members of SEAMO and the Minister of Health and Long-Term Care, and who do not sign the declaration and consent set out in Appendix B of that contract ("non-participating members"), shall not be discriminated against with regard to their University appointment or with regard to their hospital appointments solely as a result of their choosing not to be participating Members of SEAMO. Non-participating GFT members of Faculty shall not be disadvantaged solely as a result of their choosing not to be participating GFT members of Faculty, compared to participating GFT members, with regard to their access to hospital and university facilities which permit these members to fulfill their obligations to the hospital and the university.

### **Governance Structure**

25. The governance of SEAMO will be two tiered, composed of a Governing Committee and a Signatories Committee.
26. The Governing Committee is representative of the Members of SEAMO. Members of the Governing Committee shall represent SEAMO collectively in support of SEAMO's mission of education of future health professionals, health research, and clinical service. The Governing Committee comprises members as follows:
  - Director of the School of Medicine
  - Appointee of Queen's University
  - Appointee of School of Medicine Council, who shall be a clinical department head
  - Appointee of Hotel Dieu Hospital
  - Appointee of Kingston General Hospital
  - Appointee of St. Mary's of the Lake Hospital
  - President, Clinical Teachers' Association of Queen's University
  - Vice-President, Clinical Teacher's Association of Queen's University
  - 3 "at large" members, elected to the Governing Committee by members of CTAQ

- Appointee elected to the Governing Committee by the full-time members of the Department of Medicine
- Appointee elected to the Governing Committee by the full-time members of the Department of Surgery
- 2 Heads of Clinical Departments, elected to the Governing Committee by full-time members of the Clinical Departments of the School of Medicine (excluding members of the Departments of Medicine and Surgery)
- 1 Head, Basic Science Department, elected by full time members of basic sciences faculty.
- The Director of the School of Medicine, as the Chief Executive Officer of SEAMO, shall not serve as the Chair of the Governing Committee. The Governing Committee shall select an independent Chair from within or without the Governing Committee membership, and who is substantially removed from the effects of its decisions.”

No more than two of the elected appointees may be from any one department. Elected members must be participating members.

27. The basic sciences appointee shall not have a vote on the Governing Committee with regard to the allocation of resources to clinical departments.
28. The Governing Committee is created to establish policies to enable the delivery of clinical service, health education, and research under the AFP Agreement.
29. The Governing Committee shall meet at least eight times each year. Meetings of the Committee shall be open to members of the Faculty and others, in accordance with rules to be established by the Governing Committee. In order to advance the purposes of SEAMO, all heads of department, the Vice Dean and Associate Deans will have the privilege of the floor and may address the committee, in accordance with rules to be established by the Governing Committee.
30. The Governing Committee shall make decisions ordinarily by consensus. In the event that consensus is not reached, the Governing Committee will make decisions on the basis of a recorded vote, the decision to be carried by a majority of members voting at a duly constituted meeting.
31. The Signatories Committee will comprise representatives of each of the Members of SEAMO i.e. Queen's University, The Clinical Teachers' Association of Queen's University, Kingston General Hospital, Hotel Dieu Hospital, Providence Continuing Care Centre (SMOL).
32. The Signatories Committee will make decisions on matters of fundamental principle, which may be referred to it in accordance with Paragraphs 40-42 of this Agreement.

33. The Signatories Committee will meet at the call of any one of the Members of SEAMO. The Signatories Committee may trigger the binding arbitration provision of the alternative funding contract with the Minister of Health and Long-Term Care. After due consideration by the Signatories Committee, should unanimity not be reached, a Member of SEAMO may notify the other Members of SEAMO of its intention to refer an issue in dispute between SEAMO and the Minister of Health and Long-Term Care to binding arbitration. After an additional 30 days, if unanimity is still not reached, that Member may refer the matter in dispute to binding arbitration under the provisions of the Agreement between the Members of SEAMO and the Minister of Health and Long-Term Care.

### **Resource Allocation**

34. Funds derived:
  - 34.1 from the Ministry of Training, Colleges and Universities for the support of clinical departments which are allocated to the School of Medicine in accordance with the Ancillary Agreement between Queen's University and the entities comprising SEAMO; and,
  - 34.2 pursuant to the provisions of Article 7 of the Agreement to Establish Alternative Funding, including the additional three million dollars (\$3,000,000),

Shall be allocated to departments and otherwise in accordance with policies established by the Governing Committee. Such policies shall give appropriate consideration to the need to meet the deliverables in the Agreement to Establish Alternative Funding, i.e. education, research and clinical service, and such policies shall recognize pre-existing commitments.

35. Departments will receive for distribution on implementation of the Agreement to Establish Alternative Funding an amount at least equal to the amount it is estimated would have been available to the departments and their members in the absence of alternative funding. Such amounts shall continue to be allocated unless modified in accordance with the provisions of Paragraph 37. Any additional funding will be distributed in accordance with policies determined by the Governing Committee. These policies will take into account the variable departmental requirements to achieve marketplace remuneration for their members, and the need to recruit and retain staffing within Departments, among other factors.
36. Departments will be responsible for the internal distribution of funds to divisions and to individuals. Distribution of funds within each Department will be based upon a system established through a collegial and democratic process acceptable to the Governing Committee. While the systems may vary between departments, they should include the relationship between performance and/or activity and compensation as well as the relationship between individual compensation and the marketplace for that cognitive group. Some parameters that may be of use in the determination of marketplace include

available provincial data supplied by the O.M.A. and the ability of SEAMO to recruit and retain excellent clinical teachers.

37. Distribution of Funds:

37.1 The distribution of funds to the departments may change only where:

37.1.1 contributions of the departments in meeting the deliverables under the AFP Agreement have changed substantively; and/or,

37.1.2 the number of GFTs in the department has decreased; and/or,

37.1.3 the allocation of funds to the School of Medicine has changed due to a corresponding alteration of funds to the University from the Ministry of Training, Colleges and Universities.

37.2 The change in such distribution shall be determined by the Governing Committee in accordance with its established policies which shall take into consideration such factors as marketplace considerations, staffing changes, evolving clinical needs, academic demands, research priorities, the level of performance of the department, and the ability of the department to meet its responsibilities under the AFP Agreement.

37.3 There will be a Flexibility Fund established in order to advance the purposes of SEAMO. The funding level to departments may also be changed as a result of the distribution of the Flexible Fund, in accordance with Paragraph 38.

38. In addition to the funds which departments may receive under Paragraph 35, departments may also receive an amount from the Flexibility Fund which is derived from the additional three million dollars (\$3,000,000) under the AFP Agreement, and which, at the date of implementation, is stipulated to be one million dollars (\$1,000,000). The Flexibility Fund shall be distributed to departments in accordance with policies established by the Governing Committee.

### **Dispute Resolution**

39. Systems by which individuals may appeal with regard to decisions about role definitions, compensation related to professional practice and performance appraisal will be developed at the departmental level through collegial and democratic process acceptable to the Governing Committee. The Professional Appeals Committee will hear concerns, suggestions and appeals from individual clinicians regarding the above matters. Terms of Reference of the Professional Appeals Committee shall be approved by the SEAMO Signatories Committee. The Clinical Practice Committee of the School of Medicine will continue to hear concerns, suggestions and appeals regarding academic matters.

40. Disputes between Members of SEAMO on a matter of fundamental principle may be referred by any Member of SEAMO to the Signatories Committee for resolution. Unanimity of the members of the Signatories Committee will be required on all matters



of fundamental principle.

41. Matters of fundamental principle shall include those related to:
  - 41.1 the ability of SEAMO to function
  - 41.2 the allocation of resources to the Departments
  - 41.3 the ability of Members of SEAMO to meet obligations of the contract with the Government
  
42. Disputes between Members of SEAMO on matters of interpretation of this Agreement may be referred by a Member of SEAMO to the Signatories Committee for resolution. If the issue cannot be resolved within the Signatories Committee, a Member may refer the matter of interpretation to advisory arbitration. The advisory arbitrator shall be selected by Members of SEAMO. Where all Members agree, the matter may be referred to binding arbitration.

### **Amendments to Governance Agreement**

43. Changes to the composition of the Governance Committee or changes in the organization of SEAMO must be approved by all the entities forming SEAMO. CTAQ will approve any amendments only after approval of 2/3's of members of CTAQ who cast their ballot in favour of such an amendment at a duly organized vote.

### **Term of this Agreement**

44. This agreement shall be in force with the contract with the Government of Ontario/Ministry of Health and Long-Term Care for Alternative Funding for the School of Medicine.
  
45. During the third year of the Agreement, the Members of SEAMO agree to collaborate in a review of the terms of this agreement.
  
46. Any alteration to the terms of the Agreement, and renewal of this Agreement, shall require the express written consent of the signatories.
  
47. Each of the signatories shall have the right to terminate this Agreement on dates coincidental with the term of the contract with the Government or Ministry of Health and Long-Term Care for Alternative Funding for the School of Medicine.

IN WITNESS WHEREOF THE PARTIES hereto have executed and sealed this Agreement on this day of \_\_\_\_\_, 1994.

QUEEN'S UNIVERSITY AT KINGSTON by:

CLINICAL TEACHERS' ASSOCIATION OF QUEEN'S UNIVERSITY AT KINGSTON by:

KINGSTON GENERAL HOSPITAL by:

RELIGIOUS HOSPITALLERS OF ST. JOSEPH by:

PROVIDENCE CARE by: