

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**The Alberta Medical Association (C.M.A. Alberta Division)  
(AMA)**

**-and-**

**Alberta Health Services  
(AHS)**

**RE: AHS - AMA Engagement Framework on Physician Compensation Related Matters within AHS Facilities (the 'Framework')**

The objectives of the Framework are to:

- A. ensure AHS informs itself and gains an understanding of the interests of physicians with respect to a proposed decision or action within AHS facilities that may impact physician compensation;
- B. seek ways to address issues, where appropriate, through a process of engagement between AHS, the AMA and physicians while continuing to work towards the best interests of patients and the health care system; and
- C. set out the process for a group of physicians to request AMA representation for the purpose of negotiating, renewing or extending an agreement with AHS and Covenant Health and the method of resolving issues impacting physician compensation and substantive issues with regard to terms and conditions that have previously been the subject of negotiation between AHS and the AMA relevant to the issue as set out in Schedule A.

Now therefore the undersigned agree:

1. The following outlines the general process to be used to meet objectives A & B of the Framework for physicians working within AHS facilities:
  - a) AHS will conduct an initial assessment of a proposed decision or action and engage with the AMA to determine if it will potentially impact physician compensation.
  - b) If it is determined that engagement and consultation is required, AHS will formally bring the item forward at the next scheduled quarterly AMA/AHS Senior Discussion Group meeting for further discussion, and will submit details and information about the item prior to the meeting, including but not limited to:
    - i) Information about the proposed decision or action;
    - ii) Information on the impact on physician compensation; and
    - iii) Proposed engagement and consultation timeframe with critical dates identified.

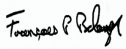
- c) In cases where the matter is more time sensitive, the AHS Senior Program Officer, Office of the Chief Medical Officer (CMO) and Medical Affairs will contact the AMA's Executive Director, and schedule a meeting with appropriate attendees within two weeks. AHS is responsible for submitting the details and information set out in subsection 1(b) prior to the meeting.
- d) At the meeting, the appropriate engagement process required for the proposed action or decision that reflects the nature, scope and content appropriate for the particular situation will be discussed and recommendations made on the engagement approach to be used.
- e) Unless otherwise agreed to by the parties, the outcome of the discussion will be brought forward formally to the AHS CMO for approval immediately following the meeting and the AHS CMO will make a decision within 30 days of receiving the recommendations. The AHS CMO will then communicate the decision in writing to the AMA Executive Director within 7 days of making the decision. The Executive Director will then have 7 days to respond to the AHS CMO acknowledging the decision and identify if there are any issues with the decision. Both parties will work to ensure that the recommended engagement process is:
  - i) designed in a manner to effectively communicate the anticipated questions and issues related to the matter and to allow for relevant feedback;
  - ii) reasonable and workable; and
  - iii) devised with appropriate timelines to ensure that the process is both effective and cost efficient.
- f) In cases whereby the parties do not agree on the engagement process, the item will go forward for discussion at the next scheduled AHS CMO – AMA President meeting for resolution. If it remains unresolved, the AHS CEO, AHS CMO, the AMA President and AMA Executive Director will meet within two weeks to finally resolve the issue. Either party may refer the dispute to a mediator who will develop a non-binding report that will be submitted to the AHS CEO and the AMA Executive Director; and at their discretion, the report may be shared with their respective Boards.
- g) Once there is agreement on the engagement process, or the mediator's report is finalized AHS will:
  - i) share all relevant information with the AMA and ensure that any documentation that is shared is in a manageable and understandable format;
  - ii) use the information obtained during the engagement process and make all reasonable efforts to address the interests of physicians; and
  - iii) draft a communication plan, if required, and consult with the AMA prior to communicating to the broader impacted physician group.
- h) All decisions made will be communicated formally between the parties.

- i) To foster and maintain a strong relationship, the AHS CEO and CMO and the AMA President and Executive Director will meet on a quarterly basis to discuss ongoing and emerging opportunities and challenges.
- 2. AHS agrees to bind Covenant Health to the terms and conditions of this Framework.
- 3. This Framework is in effect from April 1, 2022 to April 1, 2025.
- 4. This Framework may be extended by mutual written agreement of the parties. Six (6) months prior to the expiry of this Framework, AHS and AMA shall meet and determine whether the Framework will be extended and if so, on what terms and conditions.

ON BEHALF OF ALBERTA HEALTH SERVICES


Per:  Mauro Chies  
Interim President & CEO

Date: October 17, 2022

Per:  Dr. Francois Belanger  
Vice President Quality & Chief Medical Officer

Date: October 18, 2022

ON BEHALF OF THE ALBERTA MEDICAL ASSOCIATION (C.M.A. ALBERTA DIVISION)

Per:  Dr. Fredrykka D. Rinaldi  
AMA President

Date: October 21, 2022

Per: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE "A"** **Representation Process**

### 1. Definitions

- a) "Employee" has the same definition as defined in Section 22.1 of the RHA Act.
- b) "Group" has the same definition as defined in Section 22.1 of the RHA Act.
- c) "Physician" has the same definition as defined in Section 22.1 of the RHA Act.
- d) "Process" means the representation process set out in this Schedule "A".

### 2. Process

- a) It is understood and agreed that if Physicians are repatriated from AHS to AH during the period covered by this Process, those Physicians would be captured by the AMA Agreement and would no longer be captured by this Process. For the purposes of this Process, "repatriation" means the transfer of a written agreement which AHS has with a group of Physicians (for example, Lab Physicians or Cancer Care physicians) and the budget associated with that written agreement from AHS to AH.
- b) The parties agree that Physicians need to be made aware of the opportunity to choose AMA as their negotiating representative and the AMA needs to be able to contact Physicians. Some provisions to enable this include:
  - i) AHS will inform Physicians in advance of the commencement of any negotiations of the opportunity to be represented by AMA;
  - ii) AHS will notify the AMA of the expiry of existing contracts with Physicians and will endeavour to provide such notice at least 90 days prior to the end of the term of such contracts. The notice will set out the nature of the practice or specialty of such Physicians, as well as the number of Physicians contracted to AHS in the particular area of practice or specialty;
  - iii) Upon receipt of such notice, the AMA may contact the Physicians to ascertain if they desire representation from the AMA in upcoming negotiations;
  - iv) AMA will provide to AHS a Representation and Consent Form for each Physician who desires the AMA's representation.
  - v) AHS will accept a Physician's use of e-signature technology (e.g., DocuSign) to opt-in for AMA representation;
  - vi) Upon receipt of sufficient Representation and Consent Forms to constitute 50% +1 of the total Physicians in the Group, AHS will provide to AMA documentation relevant to the upcoming negotiations, including the composition of its negotiating committee in written form. The provision of the same shall be deemed to be the provision of written notice to commence negotiations.

- vii) Within thirty (30) days of being advised of the composition of AHS' negotiating committee, the AMA will advise AHS, in writing, as to the composition of its negotiating committee, along with its request for any further documentation it believes relevant to the upcoming negotiations.
- viii) AHS will use best efforts to provide the additional information (subject to advising of any objections) to the AMA within thirty (30) days of the AMA's request.
- ix) The parties will make best efforts to commence negotiations within sixty (60) days of AHS' deemed notice to commence negotiations.
- c) A Physician who signs a Representation and Consent Form, in either written or electronic form, may opt out of this Process by providing AMA and AHS with written notice and this will not affect the AMA's on-going representation of the Group, as long as 50% + 1 of the total Physicians in the Group are still opted-in.
- d) AHS and AMA will negotiate in good faith with respect to new contracts or renewals or extensions of existing contracts, between a Group and AHS.
- e) Nothing in this Process will restrict the AMA's ongoing obligation to act in accordance with its constitution and bylaws.
- f) As AHS is accountable and responsible for health service delivery, nothing in this Process will restrict AHS' ability to change service delivery models.
- g) Either AHS or AMA may after a period of 90 days of good faith negotiations to achieve a first agreement or to renew or extend an existing agreement request the appointment of a mediator to assist the parties in coming to an agreement on 1) issues that may impact Physician compensation and 2) substantive issues with regard to terms and conditions that have previously been the subject of negotiation between AHS and the AMA relevant to the issue (individually and collectively, the "Issue"). The other party must respond to the request for mediation in writing within two weeks. If the parties decide to proceed with mediation, the parties will jointly engage the services of a mutually acceptable mediator to assist with resolving the Issue. If the mediator is unable to resolve the Issue, the mediator will recommend, in writing, solutions to the Issue for settlement for the parties.
- h) The parties may at any time mutually agree to go to arbitration to resolve the Issue.
- i) Existing agreements between AMA and AHS may use the dispute resolution process above to resolve rights disputes where existing agreements do not contain provisions to resolve rights disputes.