

NATIONAL ASSOCIATION MEDICAL STAFF SERVICES
VOLUNTEER LEADER AGREEMENT

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**NATIONAL ASSOCIATION MEDICAL STAFF SERVICES
VOLUNTEER LEADER AGREEMENT**

When serving as a Volunteer Leader, I acknowledge that I have a fiduciary duty, as defined in Appendix A, to act in the best interest of NAMSS. That means that I must put the interests of NAMSS above my own personal interests when serving in this role.

For purposes of this Agreement, “**Volunteer Leader**” means: the members of the Board of Directors, Liaisons to the Board of Directors, Committee Chairs and Members, Certification Commission Chairs and Members, Task Force and Work Group Chairs and Members and Committee, Task Force and Work Group Advisors.

In order to be eligible to be nominated, elected, or appointed as a Volunteer Leader, I agree to the Essential Requirements of Serving as a Volunteer Leader, as set forth in this Agreement:

- (i) Confidentiality of Sensitive Information;
- (ii) Adherence to Conflicts of Interest Policy (including Disclosure and Management);
- (iii) Competition Against NAMSS’ Programs, Products, or Mission, or Other Inappropriate Personal Gain; and
- (iv) Consequences of Violating Agreement.

I. CONFIDENTIALITY OF SENSITIVE INFORMATION

I agree to maintain the Confidential Work Information of NAMSS in strict confidence. I will not discuss or disclose this information to anyone other than the officers, directors, employees, and attorneys of NAMSS having a legitimate reason to know of such information without the express permission of the NAMSS’ Board or its Executive Committee. I will direct any questions regarding my confidentiality obligations to the NAMSS President.

Rationale and Specifics

Certain information that I will obtain as a Volunteer Leader is very sensitive and proprietary to NAMSS. It is considered to be Confidential Information and is defined in Appendix A to this Agreement.

As a Volunteer Leader, I owe fiduciary duties of care and loyalty to NAMSS. Therefore, I agree that I will not disseminate or discuss any Confidential Information to any unauthorized individual without the express permission of the NAMSS’ Board or its Executive Committee because that could harm the NAMSS organization and the interests of its members.

Beyond the specific guidance provided in Appendix A, I will exercise self-discipline, prudence, and common sense in determining what information constitutes Confidential Information and therefore should be kept confidential. If I ever have any uncertainty in this regard, I will discuss the matter with the NAMSS President prior to disclosing the information to any third party.

Volunteer Leader’s Initials: _____

II. CONFLICTS OF INTEREST (DISCLOSURE AND MANAGEMENT)

I agree that I will fully disclose all potential Conflicts of Interest and strictly follow the rules of recusal and non-participation outlined in this Agreement.

Rationale and Specifics

The integrity of the activities conducted by NAMSS and its Volunteer Leaders is highly dependent on avoiding any actual or perceived conflicts of interest (defined in Appendix A). Yet, NAMSS acknowledges that Volunteer Leaders have significant, varied, and legitimate business, professional, and personal relationships.

Therefore, NAMSS has established a process to address actual or perceived conflicts of interest in a responsible and professional manner. The provisions of this Agreement are designed to support a liberal disclosure of any financial or other material interests that might be construed as creating a conflict; however, they are not intended to presume any impropriety.

Potential conflicts of interest are not in and of themselves problematic unless they are not disclosed. Disclosure gives the NAMSS President or the applicable Chair the opportunity to evaluate the potential conflict of interest and take steps, if needed, to avoid any appearance of impropriety. This protects both NAMSS and the individual Volunteer Leader. Volunteer Leaders should err on the side of disclosure. If there is any question or uncertainty regarding the possibility of conflicts of interest, Volunteer Leader should consult the NAMSS President.

As such, I agree to fully disclose any actual or potential conflict of interest as required by this Agreement and by the standard of good faith expected of Volunteer Leaders. I will complete, fully and accurately, the Conflict of Interest Disclosure Statement that is attached as Appendix B. This form must be completed annually, and, I understand that I am also expected to disclose any actual/potential conflicts that arise in real time throughout my term, especially should my relationships change or if the information provided becomes inaccurate or incomplete.

The Executive Committee of the Board of Directors will review submitted disclosures, determine whether or not a conflict of interest exists, and determine whether or not such conflict materially and adversely affects the NAMSS' interests. If the Executive Committee determines that an actual or potential conflict of interest exists, the Executive Committee shall also determine an appropriate remedy.

Rules for Recusal in COI Situations

The following rules for recusal will be used in any situation where a conflict of interest is disclosed or otherwise identified:

- (i) When determining whether recusal or limited participation is required, the NAMSS President or Committee/Commission Chair shall consider whether the Conflicted Leader's presence would inhibit the full and fair discussion of the issue before the Board/Committee/Commission, or would skew the recommendation or determination of the group.

- (ii) When it is determined that recusal is necessary, the Conflicted Leader must leave the meeting room prior to the group's final deliberation and determination, but may answer questions and provide input before leaving the meeting.
- (iii) The conflict will be disclosed to the group and the Conflicted Leader's recusal shall be documented in minutes or other appropriate records of NAMSS.
- (iv) Whenever possible, the conflict of interest and the recusal determination should be raised and discussed with the Conflicted Leader prior to the meeting by the NAMSS President or Committee/Commission Chair.

Volunteer Leader's Initials: _____

III. COMPETITION AGAINST NAMSS' PROGRAMS, PRODUCTS, OR MISSION, OR OTHER INAPPROPRIATE PERSONAL GAIN

I agree to act with undivided loyalty in my service as a Volunteer Leader. I will not engage in any activity that competes against the best interests of NAMSS or results in inappropriate personal gain, without the express permission of the NAMSS' Board or its Executive Committee.

Rationale and Specifics

Volunteer Leaders may not use their relationship with NAMSS or any Confidential Information for their own personal or professional gain. Any such personal gain or benefit that I may receive while serving as a Volunteer Leader must be purely incidental to my service and must be approved by NAMSS. Accordingly, unless a specific exception is made by the NAMSS' Board or its Executive Committee (with the justification documented), I agree to the following:

- I may not be vendor member (defined as one who regularly distributes, supplies, or sells products or services to other Active NAMSS members or their employers that directly compete with NAMSS' products and services) and serve as a member of the Board, a Chair or member of a Committee, or a Chair of a Task Force (Bylaws 4.8a).
- I will not develop or participate in educational initiatives outside of those offered by NAMSS that are based on Confidential Information, both during my term of service and for a period of two years thereafter.

If serving on a NAMSS Committee, I may not simultaneously engage in active consulting work (in full or part-time capacity) on products and services that compete with NAMSS offerings, nor or participate in volunteer service or advisory board participation for other organizations involved in credentialing, privileging, practitioner or provider organizations, provider enrollment, quality, risk management and/or regulatory compliance in the healthcare industry (including NAMSS state-affiliate organizations) (as committee chair), nor serve as a President or President-elect of a State Association or Chapter (as a committee member) (Bylaws 4.8b).

- If serving as a member of the NAMSS Board of Directors, I may not simultaneously serve as a Board member of a State Association or Chapter (Bylaws 4.8b); nor may I simultaneously engage in active consulting work (in full or part-time capacity) on products and services that compete with NAMSS offerings or participate in volunteer service or advisory board participation for other organizations involved in credentialing, privileging, practitioner or provider organizations, provider enrollment, quality, risk management and/or regulatory compliance in the healthcare industry (including NAMSS state-affiliate organizations), as determined in the sole discretion of the NAMSS Board or Executive Committee.
- I am not eligible for any compensation for any services rendered to or on behalf of NAMSS during my term of office. This means that I will not receive any compensation for working on a NAMSS initiative or developing a NAMSS product, attending any meeting on behalf of NAMSS, or speaking with State Associations or any external entities on behalf of NAMSS or any of its activities. I am permitted, however, to be reimbursed for any reasonable personal expenses that I incur during these NAMSS activities.

- If I am the Chair or a member of the Certification Commission of NAMSS (CCN), I will not be eligible to teach or participate in the development of any type of education program for MSPs related to exam content until such time as another JTA/exam development process has been completed, but no less than three years following completion of my term.
- I agree that in all of my professional communications (including any contributions to listserves or blogs), I will take great care to avoid any impression that my remarks represent the views of NAMSS rather than my own personal views.

Volunteer Leader's Initials: _____

IV. CONSEQUENCES OF VIOLATING AGREEMENT

I acknowledge that the NAMSS Board has the duty to investigate potential breaches of this Agreement and to take appropriate action in the best interest of NAMSS to remedy any confirmed breach. I further agree that I have the obligation of self-reporting any potential breach on my part as soon as I have identified the concern.

Rationale and Specifics

In the sole discretion of the Board, it may investigate any alleged breach itself as a full Board, refer the matter to an appointed subcommittee of the Board or to a task force, or refer the matter to the NAMSS Ethics Committee. If the Board refers the matter to a subcommittee, task force, or the Ethics Committee, each of these groups shall report its findings back to the Board for its consideration and action.

The NAMSS Board will not reach a final determination on an alleged breach without first informing the Volunteer Leader of the concern and permitting the Leader the opportunity to share his/her perspective and any other information or documentation that the Leader believes is relevant or necessary for the Board's consideration. The Volunteer Leader will be provided at least two weeks/seven fourteen calendar days to provide a response.

Following its investigation, and after consideration of the Leader's response, the Board has the sole and full discretion to determine if the Leader has breached this Agreement. If the Board reaches that conclusion, the Leader acknowledges that the NAMSS Board has the authority to take appropriate disciplinary and corrective action(s), either permanently or for a defined period of time, subject to the procedures set forth in the Bylaws and the California Nonprofit Mutual Benefit Corporation Law, which include but are not limited to any or all of the following:

- (i) collegial intervention and counseling regarding the breach;
- (ii) verbal or written warning or reprimand;
- (iii) suspension and/or termination of the Volunteer Leader's position;
- (iv) determination that the Leader is ineligible to participate as a presenter and/or an attendee at the NAMSS Annual Conference and/or other NAMSS educational sessions;
- (v) determination that the Leader may not obtain NAMSS accreditation for any current and/or future educational activities/product/service which he/she develops or participates in (including, but not limited to, State Association Annual Conferences, local chapter education conferences, and other education seminars, webinars, or audio conferences that are marketed to NAMSS members); and/or
- (vi) suspension and/or termination of NAMSS membership.

The decisions of NAMSS are final. NAMSS will not be responsible for any expenses incurred by the Volunteer Leader in connection with any disciplinary action taken pursuant to this Agreement.

Volunteer Leader's Initials: _____

V. VOLUNTEER LEADER'S CERTIFICATION AND AGREEMENT*

I certify that as a nominated, elected, or appointed NAMSS Volunteer Leader, I have read and fully understand all of the provisions of this Agreement. I agree to all of these provisions and intend to be legally bound by them.

Volunteer Leader Name: _____

Position: _____

Signature: _____ Date: _____

Signature: _____ Date: _____
NAMSS Executive Director

* *A copy of this Agreement will be maintained by NAMSS and a copy will be provided to me for my reference.*

**NATIONAL ASSOCIATION MEDICAL STAFF SERVICES
VOLUNTEER LEADER AGREEMENT**

APPENDIX A

DEFINITIONS

The following definitions are utilized in this Agreement:

“Confidential Information” means all non-public information entrusted to or obtained by a Volunteer Leader by reason of his or her position. It includes, but is not limited to, any ideas, discussions, documents, curricula, marketing information, statistical reports, or other written materials that are developed by (or on behalf of) NAMSS regarding the following matters:

- Strategic plans;
- Product research and development;
- Financial information/arrangements;
- Contracts for the provision of services (vendor selection, terms, expirations);
- Risk management/litigation issues;
- Market and competitor analyses;
- Analyses/recommendations/negotiations regarding potential affiliations, mergers, acquisitions, and disposition of major assets;
- Human resource issues involving Executive Staff;
- Findings and adverse actions taken pursuant to this Agreement or other NAMSS policies (i.e., Ethics Committee); and
- Any other information specifically deemed to be Confidential Information by the NAMSS Board, the President, Executive Director, or Executive Staff.

“Conflict of Interest” means any existing or potential financial or other material interest of a Volunteer Leader that impairs or may impair his or her independence and objectivity in the discharge of responsibilities and duties to NAMSS. These interests may relate to employment; professional activities, including consultation or speaking engagements; family relationships; business or financial transactions; ownership interests in a product or company related to NAMSS activities; or personal affiliations, including a leadership position in another organization. The existence of a Conflict of Interest is determined at the sole discretion of NAMSS.

“Fiduciary Duty” means that a Volunteer Leader owes a duty of care and a duty of loyalty to NAMSS. The duty of care means that the Leader must act in good faith and exercise good judgment when functioning as a Volunteer Leader. The duty of loyalty means that the Leader must at all times perform his/her responsibilities for the sole benefit and interest of NAMSS and not for personal, business, or third-party gain or financial enrichment.

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APPENDIX B

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Volunteer Leader Name _____

Position _____ Term _____

Please complete the following information and/or select the appropriate statements.

Employment: List all individuals/entities with whom you are employed.

Consultant and Research/Development Activities: List all individuals or entities for which you currently provide consulting services or R&D activities or have done so within the past two years, whether paid or uncompensated. None _____

Ownership Interests: List all ownership interests you have in a publicly-traded company (valued at greater than \$1,000) or in another commercial entity that may reasonably be anticipated to create a conflict of interest with the mission/purpose of NAMSS. None _____

Leadership Roles: List all entities (e.g., associations, societies, foundations) for which you serve in a leadership role (e.g., Board member, Advisor, Fund Raiser), which may reasonably be anticipated to create a conflict of interest with the mission/purpose of NAMSS. None _____

Relationships: List any family, financial, or business relationship with any current or former member of the Board, officer, committee member, or employee of NAMSS. None _____

[] There are no circumstances of which I am aware that create an actual or potential conflict of interest for NAMSS.

[] Based upon the information provided above, I believe that I have, or may have, a relationship relevant to the medical staff profession which may create an actual or potential conflict of interest with NAMSS. *A NAMSS Official will contact you to discuss/clarify the possible conflict.

[] I have read the Conflict of Interest Policy in the Agreement and agree to comply with its terms and conditions during my service as a Volunteer Leader. If I become aware of any actual or potential conflicts of interest, or if the above becomes inaccurate or incomplete, I will promptly update the Disclosure Statement.

Signature: _____

Date: _____