

Society for the Preservation of the Physician Assistant History (the “Society”)

BOARD OF TRUSTEES

PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) sets out the terms of your participation on the Society for the Preservation of the Physician Assistant History (the Society) Trustees. As a Trustee you owe certain fiduciary duties to the Society for the Preservation of the Physician Assistant History, the “Society”. You may also owe certain fiduciary duties to the National Commission on Certification of Physician Assistants (“NCCPA” or “Commission”), by virtue of the Society’s affiliation with NCCPA and/or your service as a joint board member for both organizations. Where applicable in this Agreement, the term “Society” may be read to mean “Society and Commission” and references to “another organization” or “other organizations” shall mean an organization other than the Society or the Commission.

TERMS OF PARTICIPATION

1. Duty of Care

A Society Trustee must discharge their duties as a trustee, including their duties as an officer and a committee member:

- (a) in a manner the trustee believes in good faith to be in the best interests of the Society and its mission, and
- (b) with the care, including reasonable inquiry, a prudent person would exercise in similar circumstances.

A Society Trustee may rely upon information provided by Society officers, employees, experts, consultants, and committees in determining what action is in the best interests of the Society and its mission.

A Trustee may receive and consider information from a Trustee’s participating organization concerning the opinions and pertinent policies of that organization regarding a particular matter before the Society. However, each Society trustee must vote in a manner that reflects the Trustee’s good faith determination that the vote is in the best interests of the Society and its mission. Allowing outside interests, including those of a participating organization to influence a Trustee’s vote violates the Trustee’s fiduciary obligations to the Society.

As a corollary, a Society Trustee may not act at the direction of any third party. Trustees should report to the Society any attempts to unduly influence their actions as a Trustee of the Society or their vote on any matter before the Society.

2. **Duty of Loyalty**

A Society Trustee owes a duty of loyalty to the Society. In accordance with that duty, a Society trustee may not:

- (a) disclose confidential information of the Society;
- (b) compete with the Society;
- (c) act on behalf of a person or entity that competes with the Society;
- (d) usurp a business opportunity of the Society;
- (e) assist another person or entity to usurp a business opportunity of the Society;
- (f) obtain secret or unfair profits through a transaction with the Society
- (g) take actions as a Trustee that place personal interests (including those of family members or employers) before the Trustee's obligations to the Society; or
- (h) publicly take positions against or disagree with statements, policies, or positions of the Society.

3. **Disclosure of Potential Conflicts of Interest**

A Society Trustee must have undivided allegiance to the Society and its mission. Therefore, a Trustee must disclose any business, professional, or personal interest in a matter, or any relationship that may call into question whether a Society Trustee is acting in the best interests of Society before the Society trustee participates in any decision-making or takes any action on behalf of Society which might involve the relationship.

(a) **Potential Financial, Business, or Personal Conflicts**

1. A Society Trustee who has or may have a financial, business, or personal interest in any matter before the Society or a committee of the Society must disclose the actual or potential conflict when the matter is first raised before the Society or the committee and, at the discretion of the Board Chair or committee chair, must recuse himself or herself from voting on the matter.

Examples of relationships which raise potential conflicts of interest include the following:

- (a) The Society Trustee owns stock or has any other financial interest in an entity which could be affected by a decision or action of Society – or a direct competitor of such entity.
- (b) The Society Trustee is an officer, Trustee, employee of, serves as a consultant to, or has a close personal relationship with, any PA organization or other entity or person that could be affected by a

decision or action of Society – or a direct competitor of such entity, including experiencing a financial benefit or harm as a result of a Society action. A former teacher-student relationship, former colleague relationship, or current service on the same board or committee or in the same organization as an individual who could be affected by a decision or action of the Society does not, standing alone, constitute a conflict of interest, unless the Trustee’s decision-making would be influenced by the Trustee’s relationship with the individual. Such relationships should be disclosed, however, as a potential conflict of interest.

- (c) The Society Trustee receives a payment, gift, or anything else of value greater than \$250 per year from an entity or person that could be affected by a decision or action of Society – or a direct competitor of such entity.
- (d) The Society Trustee is an officer, Trustee, employee of, serves as a consultant to, or has a close personal relationship with, any entity or person that could be affected by a decision or action of the Society – or a direct competitor of such entity, including experiencing a financial benefit or harm as a result of an Society action.

- 2. A Society Trustee anticipating entering into any relationship of the sort described above within one year after the Society has made a decision or taken an action which might be deemed to bear on that relationship must disclose the anticipated new relationship to the Board and may not accept employment or a compensated position with another organization if the Board determines that doing so would have an adverse impact on the reputation of the Society.

Section 3a.3 below is not applicable to the Society Board of Trustees.

- 3. May not directly or indirectly conduct or assist or participate in conducting a review program designed to prepare PAs for any NCCPA examination during, and, in the case of NCCPA directors, for two years following, their tenure of NCCPA service. This prohibition does not bar teaching at accredited schools offering a PA degree, but it does prohibit serving as a paid or unpaid consultant, employee, director, officer or owner for any program designed to prepare PAs who have completed their PA school coursework for PANCE, PANRE, or CAQ examinations.
- 4. A Society Trustee may not directly or indirectly assist or participate in any activity for compensation in which the Trustee uses – or others reasonably anticipate the Trustee may use – the Trustee’s position with Society or inside knowledge gained as a result of the Trustee’s position with the Society.

(b) Potential Conflicts Relating to Other Organizations

1. A Society Trustee may not concurrently serve as an employee or a member of the Board of Directors or similar governing body of any participating organization except for the Commission, or any other national or international PA-related organization that the NCCPA Board of Directors or the Society Board of Trustees deems to present a potential conflict with the trustee's service to the Society.
2. A Society Trustee must vote in the best interests of the Society – not the participating organization or a third party.

(c) Disclosure Process

1. Disclosure of any actual or potential conflict of interest must be made as soon as the actual or potential conflict becomes known by the Society Trustee.
 - a. Society Trustees shall annually complete the **NCCPA-PA History Society Disclosure Questionnaire**, on which all actual or potential known conflicts must be disclosed. Such disclosures will be summarized on a Disclosures Report delivered to the Board President who shall identify – in consultation with the involved Board member and others, as needed – the recommended approach to management of any potential conflicts. The PAHx Board will be asked to review and approve or amend that Disclosures Report annually, thereby taking overt action that acknowledges awareness of all disclosures and satisfaction with the means through which all potential conflicts of interest will be addressed.
 - b. If new or previously unrecognized conflict arises during a meeting, the disclosure must be made to the participants in that meeting. By majority vote, the voting members of the group convened (be it the Board or a committee) shall determine whether the Society Trustee must recuse himself or herself from discussion and/or from voting on the matter. The disclosure and the decision regarding its resolution shall be recorded in the minutes of that meeting, which shall be shared with the Board President and NCCPA President/CEO. If the matter was addressed in a committee meeting and has any bearing on ongoing or future action or decision-making, the issue shall then be addressed in the same manner as disclosures of matters between meetings.
 - c. If a new or previously unrecognized conflict arises between meetings, the disclosure must be made to the Board President and to the NCCPA President/CEO who shall document for the Board's review the disclosure and the President's recommended means for managing that conflict. The Board of Trustees shall be asked to approve or amend the recommendation of the Board President prior to or in conjunction with its next meeting.

2. Disclosure of a possible conflict of interest does not necessarily disqualify the Society Trustee from participation in a decision or action. Rather, it enables the Society Board Chair or committee chair to determine the appropriate response. In some instances, it will turn out that there is no conflict at all. In others, disclosure of the relationship to the Board or relevant committee may suffice. In still others, the Society trustee may be asked not to vote on an issue or not to play any role whatsoever in the discussion, decision, or action. The specific response will be determined by the Society Board President or committee chair based on the nature of the relationship, its potential for affecting the Society trustee's undivided loyalty to Society, the significance of the Society decision or action, and any other relevant factors. The final authority on all matters involving potential conflicts of interest is the Board of Trustees of the Society.
3. No Society Trustee may enter into any relationship of the sort described above within one year after Society has made a decision or taken an action which might be deemed to bear on that relationship.
4. For purposes of this policy, if the Society Board Chair has a potential conflict of interest, any disclosures or recommendations that would otherwise be made to or by the Board President shall be made to or by the President/CEO of the NCCPA.

(b) Potential Conflicts Relating to Other Organizations

1. A Society Trustee may not concurrently serve as an employee or a member of the Board of Trustees or similar governing body of any organization that the Society Board of Trustees deems to present a potential conflict with the Society and/or the NCCPA.
2. A Society Trustee must vote in the best interests of the Society – not any other organization.

(c) Obligations Following Board Action

- (1) Once approved by the Society Board of Trustees, a transaction must be accepted and supported by all Trustees, including those who may have had a conflict of interest regarding the matter at issue.
- (2) All Trustees, including those who may have had a conflict of interest, must maintain the confidentiality of Society deliberations, unless the Society Board expressly determines deliberations to be non-confidential, and except to the extent any deliberations are disclosed to the Board of the Commission.

4. **Confidentiality**

In connection with a trustee's service to Society, the Society Trustee will be exposed to highly confidential information regarding Society and NCCPA and their activities, which may include but is not limited to meeting discussions and minutes, internal memoranda,

financial reports, and other materials, records, minutes, or data of a confidential nature (collectively, the “Confidential Information”). Society Trustees should treat any Board or committee materials shared with them in connection with Board or committee meetings as presumptively Confidential Information unless such information has been publicly disclosed.

Society Trustees also have an obligation not to breach attorney-client privilege by disclosing to others (including Society staff without a business need to know) any privileged communications that the trustees have with legal counsel for the Society or any legal advice that the trustees receive in their capacity as Board members.

To protect the Confidential Information, the Society Trustee must promise not to make copies of, discuss, disclose, remove from a review or testing site or the Society offices, or otherwise disseminate, or assist or permit others to copy, discuss, disclose, remove from a review or testing site, or otherwise disseminate, any Confidential Information and must promise not to use the Confidential Information for any purpose whatsoever except directly in connection with his or her service to Society or Commission. The duty to protect Confidential Information includes refraining from discussing confidential Board or committee information with family, friends, colleagues, and others, as well as with Society staff whose roles would not ordinarily expose them to the information. Further, this promise of confidentiality shall be in effect during the tenure of the Society Trustee’s service to Society, and at all times, thereafter. At the conclusion of the Trustee’s service on the Society Board or Committee, the Trustee shall return to the Society all originals and copies of any material containing Confidential Information or other work product or property of the Society and shall delete from the Trustee’s personal computer or other electronic storage devices all such non-public information. The Society Trustee shall execute an attestation to the Society that the Trustee has fully complied with these obligations.

AGREEMENT

The undersigned, having read and understood the above Terms of Participation, hereby agrees to such Terms, as well as to the following:

1. Breach of Confidentiality

The undersigned acknowledges that a breach of any of the above promises of confidentiality could result in irreparable damage to Society and NCCPA and their missions, as well as to the PA profession and the public, for which a remedy at law will be inadequate, and the undersigned agrees that this promise may be enforced by an injunction. I agree that any dispute under this Agreement shall be submitted at the initiative of either party to mandatory arbitration before a single arbitrator conducted pursuant to the Arbitration Rules of the American Arbitration Association, or its successor, then in effect. The arbitration shall be held within forty (40) miles of NCCPA’s headquarters in Johns Creek, Georgia. The arbitrator is empowered to grant damages or injunctive relief, and the decision of the arbitrator shall be final and may be entered as a judgment in any court of the State of Georgia.

2. Work for Hire/Assignment

The undersigned, who currently provides or shall provide services to Society as an officer, trustee, committee member, consultant, or agent in which capacity the undersigned will prepare and contribute certain materials for use by Society, hereby agrees that any, and all original material contributed by the undersigned shall be deemed to be a work made for hire for Society. To the extent that such contribution is not deemed to be a work made for hire under the United States copyright laws, or is not similarly treated under the copyright laws of any other country, the undersigned hereby assigns to Society all right, title, and interest in such contribution, including the right to sue for infringement, and agrees to execute and deliver such documents and perform such other acts as the Society may need in applying for, perfecting, or evidencing, its intellectual rights in such materials. At the conclusion of the undersigned's service to the Society, or at any time upon the Society's request, the undersigned shall return to the Society all originals and copies of any material containing work product or property or confidential information of the Society and shall delete from the undersigned's personal computer or other electronic storage devices all such non-public information. The undersigned shall execute an attestation to the Society that the undersigned has fully complied with these obligations.

3. Hold Harmless

The undersigned acknowledges and agrees that the decision to participate in Society activities, including, but not limited to, attending meetings, or traveling to any destination in support of those activities, is completely voluntary. The undersigned hereby agrees to hold Society, and its officers, trustees, members, employees, and agents, harmless from any complaint, claim or damage arising out of or in connection with any attendance at, travel to, or participation in, any, and all Society activities and assumes the risk of engaging in such activities. This hold-harmless agreement does not constitute a waiver of any rights of indemnification or insurance provided in the Society Bylaws.

IN ACCORDANCE WITH MY OBLIGATIONS AS A SOCIETY TRUSTEE, I HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF PARTICIPATION AND I HEREBY AGREE TO BE LEGALLY BOUND BY THEM.

Print name

Signature

Date

AGREED TO:

**SOCIETY FOR THE PRESERVATION OF
PHYSICIAN ASSISTANT HISTORY**

By: _____
Name

Title

Signature

Date