

Constituency Group Fund Guidelines

October 2025

Approved by: OMA Board of Directors
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1. Purpose

These guidelines outline the procedures to be followed by Ontario Medical Association (OMA) Constituency Groups when using Constituency Group funds. This ensures the maximum overall value for all funds spent by the Constituency Groups. Constituency Groups are defined in the OMA's by-laws as Districts, Sections, Medical Interest Groups, Fora and Branch Societies.

2. Scope

The following guidelines apply to all OMA Constituency Groups and includes the funds available for physician leaders to represent and communicate with their members.

Other funds available to Constituency Groups, not outlined below, also need to align with the OMA's Finance Policy and these guidelines.

3. Types of Constituency Group Funds

3.1 Non-Discretionary Funds: These funds are provided by the OMA and fall under the OMA's Financial Policy. They can be used to cover meeting and travel honoraria; out-of-pocket expenses; and communication/event related expenses, etc.

3.2 Discretionary Funds: These funds are voluntarily contributed by members to support their Constituency Group and collected by the OMA. They can be used to cover items such as meeting and travel honoraria; out-of-pocket expenses; meeting venue costs; and external consultants and/or administrative staff.

****Note: Non-Discretionary and Discretionary Funds cannot be used for lobbying or political purposes.***

4. Financial Adherence and Compliance Overview

In the context of Constituency Groups, important financial adherence and compliance consideration could include, but not be limited to:

- All funds, including Discretionary Funds, must be used to support the mandate as set out in the Constituency Group Charter.
- Budgets should be established for the calendar year.
- All necessary approvals must be obtained before any funds are spent.
- Financial statements should be reviewed and discussed at every executive meeting.
- Constituency Groups may also consider having a Reserves Policy.

5. Transparency in Financial Reporting

Transparency in financial reporting is crucial as it builds trust, ensures accountability, and demonstrates responsible stewardship of funds to all members.

The guidelines below aim to assist Constituency Group leaders in fulfilling their responsibility to share financial statements and activities with all members during annual general meetings (AGMs):

- **Detailed disclosure.** Provide members with information on how much funding was spent and for what purposes (see **Appendix A** for a template that can be used to report financial information to members).
- **Member engagement.** Give members the opportunity to ask questions and provide feedback on financial reports during the AGM.
- **Fair presentation.** Information should be presented accurately and fully, without omitting details or framing it in a way that could be misleading.
- **Clear and concise language.** Avoid jargon or complex language that could obscure information.

6. Conflict of Interest

Constituency Group leaders are expected to act with honesty, in good faith, and in the best interest of the Constituency Groups they represent. A “conflict of interest” is a situation in which a person has a private or personal interest (this interest may be real, perceived, or potential) that is sufficient to appear to influence the objective exercise of his or her official duties as a Constituency Group leader. For greater clarity, “private or personal interest” refers to an individual’s self-interest (e.g., to achieve financial profit or avoid loss, or another special advantage or avoid a disadvantage), the interest of the individual’s immediate family or business partners, or the interest of another organization in which the individual holds a position (voluntary or paid). See the OMA’s Conflict of Interest Policy for more details.

From a potential external vendor’s perspective, a conflict of interest includes, but is not limited to, any circumstance where the vendor has or may have an unfair advantage or may potentially unduly influence the bidding/application process.

Among other things, if a conflict of interest is not appropriately managed, there can be significant reputational risk for that Constituency Group and for the OMA.

6.1 Managing a Conflict of Interest

It is important for all Constituency Leaders to be aware of what may constitute a conflict and to take steps to effectively manage conflicts.

Individual Constituency Group leaders are expected to assume responsibility for both “self-declaring” possible personal conflicts of interest and respectfully raising possible conflicts if faced by others in the Constituency Group. This helps create a culture of openness and transparency.

Where practical, it may make sense to simply avoid an unnecessary conflict of interest. For example, in the case of a conflict with a vendor who is not offering a market-competitive offering. Where preventing a conflict is not an appropriate solution, it is recommended that potential conflicts be (1) declared, (2) discussed, and (3) appropriately dealt with. As a first stage, disclosure should be to the Chair of the Constituency Group. The Chair will help guide the determination of whether the disclosure should be further shared with the full executive, as defined in the Constituency Group's charter, of the Constituency Group.

Practically, a potential conflict should be declared prior to any discussion or decision-making. From there, it may be decided that (a) the individual can proceed with the typical decision-making process, (b) the individual should withdraw from the final decision-making process but can participate in the discussions, or (c) should withdraw from all aspects of the discussion and decision-making. When assessing how involved an individual should be, an important factor to consider is whether there is or will be an opportunity for the individual to further their private interests or those of their relatives or friends, or to improperly further the private interests of anyone else.

If you have questions or require further support with navigating conflicts of interest, please contact your Constituency Group’s dedicated OMA staff person.

7. Service Level Agreement

Constituency Groups retaining their Discretionary Funds at the OMA will sign a Service Level Agreement (SLA). This agreement outlines the parameters for retaining and disbursing the funds. Full details of the SLA, including the services available from the OMA, can be found in **Appendix B**.

8. Procurement Guidelines

Constituency Group leaders may choose to use their Discretionary Funds to obtain goods and professional services to help carry out executive responsibilities.

8.1 Procurement Thresholds

Table 1 below outlines the procurement method that could be used according to the estimated value of goods and professional or consulting services.

Table 1. Procurement method

Estimated procurement value (excluding HST)	Method of procurement
Up to but not including \$30,000	Non-competitive. Written quote(s) required.
\$30,000 and up but not including \$150,000	Invitational competitive.* RFPs required to three or more qualified vendors to bid on supply of product(s) and/or service(s).
\$150,000 or more	Open competitive. ** Public RFP from qualified vendors to supply product(s) and/or service(s) required.*

** Involves formal documentation and rules of engagement between the requestor and prospective bidders, to ensure fairness and transparency in the procurement process.*

***Invitational Competitive Procurement**

A method of procurement that involves an invitation in the form of a Request for Proposals (RFP) directed to three or more qualified vendors to bid on the supply of products and/or services to the Constituency Group.

****Open Competitive Procurement**

A method of competitive procurement that involves a public RFP from qualified vendors to supply products and/or services, involving formal documentation and rules of engagement between the requestor and prospective bidders, to ensure fairness and transparency in the procurement process.

8.2 Contracts

Any purchase above **\$10,000** requires a written contract and two authorized signatures.

Constituency Groups may require assistance in developing RFP proposals and contracts. If this is the case, please contact the OMA's Finance Department.

8.3 Spending Thresholds

For costs that do not meet the procurement thresholds, the spending thresholds below (**Table 3**) may assist Constituency Group leaders in adhering to any predetermined budgets while ensuring accountability in spending.

Please note that the thresholds below are in reference to the cost of a single invoice/expense.

Table 3. Spending Thresholds

Total expense value (excluding HST)	Method of approval
Under \$2,000	Must receive approval from at least one signing officer.

Between \$2,000 and \$5,000	Must receive approval from at least two signing officers.
Over \$5,000	Must receive approval from at least two signing officers and be within the threshold of their annual budget.

9. Reserves Guidelines

The purpose of reserves guidelines is to ensure the stability of the mission, programs, and ongoing operations of the Constituency Group. It also serves to ensure that the financial reserves held are appropriate, reasonable, and are reviewed on an annual basis during the development of the following year's budget.

The target ranges for the reserve funds are between one year of operating budget to a maximum of one and a half years. Most Constituency Groups may find a smaller reserve more preferable.

Constituency Groups may require additional assistance in preparing their reserves guidelines. If this is the case, please contact the OMA's Finance Department.

10. Insurance

Directors & Officers (D&O) insurance is a type of liability insurance that helps protect the personal assets of individuals serving as directors or officers and provides coverage for the organization (the OMA) in situations where legal claims are made for alleged wrongful actions done in an official leadership capacity.

Errors & Omissions (E&O) insurance is a type of professional liability insurance that protects against claims related to erroneous or negligent advice; in essence, alleged mistakes made during the provision of professional advice or services. This coverage would not include any claims related to the provision of Continuing Medical Education.

Most Constituency Group executive officers, as defined in the Constituency Group's charter, are covered under the OMA's D&O and E&O insurance. If your Constituency Group receives a threat of legal proceeding or notice that legal proceeding has been initiated against your Constituency Group, **please contact OMA Legal as soon as possible and no later than 3 days after you become aware**. There are time sensitivity considerations under the insurance policies that are essential to ensuring coverage.

Appendix A – Financial Statement Template

Opening balance at the beginning of [PREVIOUS YEAR]	\$ [AMOUNT]
Revenue	
Member dues	\$ [AMOUNT]
Bank interest and other	\$ [AMOUNT]
Beginning of [PREVIOUS YEAR] + revenue	\$ [AMOUNT]
Expenditures	
Physician honoraria (<i>honoraria + meeting expenses + out pocket expenses</i>)	\$ [AMOUNT]
Events	
• [NAME OF EVENT] — \$ [COST OF EVENT]	\$ [AMOUNT]
• [NAME OF EVENT] — \$ [COST OF EVENT]	
Professional fees	
• [TITLE] — \$ [PAYMENT FOR PREVIOUS YEAR, NAME AND LOCATION OF CONSULTANT]	\$ [AMOUNT]
• [TITLE] — \$ [PAYMENT FOR PREVIOUS YEAR, NAME AND LOCATION OF CONSULTANT]	
[OTHER EXPENSES]	
• [BRIEF DESCRIPTION]	\$ [AMOUNT]
[PREVIOUS YEAR] total expenditures	\$ [AMOUNT]

Service Level Agreement – Retain Funds

Ontario Medical Association and <Constituency Group>

Originally Approved:

Last Updated:

Date of Review:

SERVICE LEVEL AGREEMENT (“Agreement”)

Effective Date

BETWEEN

Ontario Medical Association (“OMA”)

AND

(“Constituency Group”)

(Individually referred to as a “Party” and collectively referred to as the “Parties”)

WHEREAS the Ontario Medical Association (“OMA”) is a not-for-profit corporation that, in accordance with its By Laws, recognizes certain member organized bodies (the “Constituency Groups”) for the purposes of member representation and engagement within OMA processes;

AND WHEREAS the Constituency Group is recognized under the OMA By-Laws and Governance Policies to represent its members and to participate in OMA governance activities; and, where the OMA provides services or funding, the Constituency Group agrees to follow applicable OMA policies and guidelines, including financial stewardship requirements;

AND WHEREAS the OMA agrees to support the Constituency Group by providing financial and administrative services with respect to the Constituency Group’s Discretionary Funds, including banking and cash management services in accordance with the OMA’s Finance Policy;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree to the terms and conditions of this Service Level Agreement.

1. Term

1.1 This Agreement shall be effective as of the Effective Date outlined above.

1.2 The Agreement shall remain in effect until terminated or suspended pursuant to terms of this Agreement.

1.3 Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination shall not relieve either Party of its obligations incurred prior to the effective date of termination.

1.4 The OMA reserves the right to suspend the services immediately upon the occurrence of any material breach and subject to section 7 of this Agreement.

2. Scope and Description of Services

2.1 To support of the effective functioning of Constituency Groups, the OMA shall provide the services outlined in **Appendix 1** to the Constituency Group as a complementary service, except for those services expressly identified as “Additional Services” in **Appendix 1**, which may be subject to separate fees.

2.2 To facilitate the effective operation of this Agreement, the Constituency Group shall:

(a) provide written instructions regarding authorizations for the use of funds, including completing and submitting **Appendix 2** within 10 business days of the execution of this agreement.

(b) Ensure familiarity with the acceptable uses of Discretionary Funds, as defined in the Constituency Group Fund Guidelines, which may include but are not limited to: meeting and travel honoraria, out-of-pocket expenses, meeting venue costs, and external consultants and/or administrative staff.

3. Procurement

3.1 Constituency Group executives, as defined in the Constituency Group's charter, may use Discretionary Funds to obtain goods and professional services that support the execution of their responsibilities, provided all expenditures comply with the Constituency Group Fund Guidelines.

3.2 All contracts or purchases must be documented and procured in alignment with the Constituency Group Fund Guidelines.

4. Conflict of Interest

4.1 A “conflict of interest” arises when a person has a private or personal interest (this interest may be real, perceived, or potential) that could be reasonably seen to influence the objective performance of their official duties as a Constituency Group leader. A more detailed definition is included in the Constituency Group Fund Guidelines.

4.2 The Constituency Group agrees to identify and manage potential conflicts of interest in accordance with the Constituency Group Fund Guidelines.

5. Lobbying

5.1 No OMA funding, including Discretionary Funds, may be used to cover the costs directly or indirectly associated with lobbying activities. This includes, but is not limited to, payment of honoraria, registration fee for political events, contributions to political parties or candidates, parking, or travel related costs. Lobbying activities include but are not limited to, attending government meetings (e.g. provincial budget consultations), attending legislative events (e.g. appearing at committees on legislation), and attending political party events (e.g. local and party fundraisers).

6. Breach of Agreement

6.1 If the Constituency Group fails to comply with any provision of this Agreement, the OMA will provide written notice of the breach to the executives, as defined in the Constituency Group's charter, of the Constituency Group, identifying the nature of the breach and specifying a deadline for remediation.

6.2 The Parties agree to work together in good faith to resolve any breach in a timely and constructive manner.

6.3 If the breach is not resolved to the satisfaction of the OMA, the OMA may suspend all services under this Agreement with the exception of the provision of annual financial statements until the breach has been resolved.

7. Inactivity and Dissolution

7.1 The Constituency Group is expected to remain active on an ongoing basis. Active operations include holding an Annual General Meeting (AGM), disbursing Discretionary Funds, and engaging in activities aligned with their mandate.

7.2 If the Constituency Group is inactive for a significant period as evidenced by the failure to hold an AGM, lack of disbursements or entitlements, and/or a substantial accrual of unused Discretionary Funds, the OMA may deem the group inactive. In such cases, the OMA will engage the executive, as defined in the Constituency Group's charter, of the Constituency Group to determine appropriate next steps.

7.3 If the Constituency Group is dissolved in accordance with the OMA by-laws, the OMA will consider that it has ceased to exist. In that event:

- I. the OMA will make reasonable efforts to communicate with the Constituency Group's Executive Committee to coordinate the wind-up process;
- II. If the Constituency Group's Charter includes provisions regarding the distribution of funds upon dissolution, the OMA will disburse remaining funds in accordance with those provisions provided these are in alignment with applicable policies and guidelines;
- III. If no such provision exists, the OMA will allocate any remaining funds to a Constituency Group with a similar mandate.

8. Appeals/Disputes

8.1 In the event of any dispute relating to the interpretation, application, or performance of this Agreement, the matter shall be referred to the OMA's Executive Director of Finance & Operations and the Chief Executive Officer for review and resolution.

9. General Provisions

9.1 Any amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

9.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

9.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or communications, whether oral or written.

9.4 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labour disruptions, or governmental orders.

9.5 All notices or other communications under this Agreement shall be in writing and delivered by hand, courier, or electronic mail to the contact information provided by the Parties at the time of execution, or to such other address as either Party may subsequently designate in writing.

Signatures

Mr. Ali Mirza, CPA CMA
Executive Director, Finance & Operations
Ontario Medical Association

Date

Ms. Loredana Dogaru
Director, Procurement
Ontario Medical Association

Date

<Name, Position [Chair, Secretary]
of the <Constituency Group>

Date

Appendix 1

Services provided by:

a) Finance & Administration

Service provided	Transaction
Banking & Cash Management	
Bank accounts	<ul style="list-style-type: none"> Funds are pooled in the OMA bank account
Cash receipts	<ul style="list-style-type: none"> Deposited for no charge
Voluntary fee collection	<ul style="list-style-type: none"> Per current OMA Finance Policy
Investment	<ul style="list-style-type: none"> If monthly balance is > \$40,000, interest is credited on the opening balance at the bank rate earned by the OMA.
Cash disbursements	
External payments	<ul style="list-style-type: none"> Constituency Group officers approve payments (as outlined in Appendix 2) OMA processes invoices
Financial reporting	
Quarterly financial statements	<ul style="list-style-type: none"> Cash basis statement available by email
Other reports	<ul style="list-style-type: none"> Paid/unpaid member listings (on reasonable request)
Additional Services	
The Constituency Group may be subject to a fee for the provision of these Additional Services given the extra OMA resources needed to support these requests. All fees shall be disclosed prior to the commencement of Additional Services.	Additional services are defined as any statement or reporting in addition to the quarterly financial statements, including but not limited to, monthly financial statements, enhanced reporting or specialized reports, etc.

Appendix 2

Cash Management and Accounting Services

Cash disbursements

The following authorized officers may approve invoices for payment from <Constituency Group>.
Please refer to Table 3 – Spending Thresholds

List Executive Role i.e. President, Chair, Vice Chair, Secretary, Treasurer

Honoraria Payments

The following authorized officers may approve honoraria for payment from <Constituency Group>

List Executive Role i.e. President, Chair, Vice -hair, Secretary, Treasurer

Recipients for Quarterly Reports

Reports will be sent to the following members of the Executive via Officers Email on OMA database

List Executive Role i.e. President, Chair, Vice Chair, Secretary, Treasurer

The above “Authorized Officers” may be changed at any time by request in writing from any two members of the Executive.

Special provisions:

Approved

Name (Print) _____

Signature: _____

Date: _____