CSASK

Conflict of Interest Practice Guideline

2024

These Conflict of Interest Guidelines are adopted by the Council of the College of Speech Language Pathologists and Audiologists of Saskatchewan (CSASK) and exist to describe situations which may give rise to a real or perceived conflict of interest for members. It also is recognized that Employers may have established Conflict of Interest Guidelines to be followed, as well.

DEFINITIONS

"Conflict of Interest" means any real, perceived or potential benefit, advantage, economic reward or gift that could potentially compromise the professional integrity, professional independence, or influence/compromise the professional services.

"Benefit" means any benefit, gift, advantage, fees or profit of any kind, whether direct or indirect, and includes:

a. any monetary payment;
b. any rebate, credit or discount on or reimbursement of the cost of goods or services;
c. the receipt of goods or services at no charge or at a cost which is less than prevailing market rates;
d. the payment or reduction of any amount of any debt or financial obligation;
e. the receipt of any consultation fee or other fee for services rendered;
f. any loan except in accordance with a written evidence of indebtedness,
    i. executed at the time of transfer of funds,
    ii. witnessed at the time of actual execution by an individual whose name legibly recorded on the document,
    iii. available and produced to the College on demand, and
    iv. that provides for a fixed term of the loan and fixes a set interest rate, both of which are reasonable having a view to prevailing market rates at the time of the loan;
g. any loan that is interest free or related in any way to a referral made by the member;
h. the acceptance of credit unless the credit is unrelated in any way to a referral of patients to the creditor and the credit is extended pursuant to an agreement in writing,
    i. executed at the item of actual execution by an individual whose name is legibly recorded on the agreement,
    ii. witnessed at the time of actual execution by an individual whose name is legibly recorded on the agreement,
    iii. available and produced to the College on demand, and
    iv. that provides for a fixed term of credit, and fixes a interest rate, both of which are reasonable having a view to prevailing market rates at the time of the transaction.

"Related Corporation" means a corporation wholly or substantially owned or controlled, directly or indirectly, by a member or a related person of a member.

GENERAL PRACTICE

Where a Member provides private practice services, it is recommended that the Member register annually, current information about their private practice services, as per approved Guidelines.

CSASK requires that members providing public services:

- Are practicing members in good standing with CSASK
- Disclose years of experience to be included on the Private Practice Directory

CSASK recommends that members providing private services:

- Have a minimum of three years of experience in their field before engaging in private practice.
- In addition, Members providing private practice services, purchase Commercial General Liability Insurance.
- Research any obligations of offering private services.

FEE FOR SERVICE

Where a Member provides for Service, the Member:

*shall set reasonable fee structures based on fair value for services rendered and shall provide this information in advance of rendering these services; and

*shall, if they have patents or copyrights, use best efforts to ensure that it does not restrict practice and research.

GENERAL TERMS

It shall be an act of professional misconduct for a Member to participate in professional activities that constitute a conflict of interest in violation of these Guidelines.

1. A member shall at all times in the practice of the profession:
    a. place the interests of his or her patients or clients ahead of the Member's personal, financial, professional or other interests; and
    b. maintain the highest standards of integrity during the discharge of his or her professional responsibilities.

2. It is a conflict of interest for a Member to participate in any professional activity where the Member's personal or financial considerations compromise or may compromise the Member's judgment in that professional activity, or where such involvement may appear to provide the potential for the member's professional judgment to be compromised.

3. It is a conflict of interest for a member where the Member, or a related person to the Member, or a related corporation to the Member, receives or accepts any benefit, directly or indirectly, from a manufacturer, dealer or other vendor of professionally related products which are or may be used by the patients or clients of the Member, in consideration for or in any way connected with, the Member promoting the sale of, prescribing or selling, the products of that manufacturer, dealer or vendor.

    Despite section 3, a Member may receive or accept a benefit, salary or wage from a manufacturer, dealer or other vendor of professionally related products for promoting or selling its products if the member is employed by the

manufacturer, dealer or vendor from which he or she accepts the benefit, provided that the Member does not directly prescribe or sell such products to patients or clients.

4. Without limiting the generality of sections 1 and 2, where a Member is employed by or with a company, institution, agency or other organization that provides health related services to the public, it is a conflict of interest for that Member, independently of his or her employer, to provide a professional service to a patient or client which is provided by the Member's employer unless, before the Member provides the service (and with agreement by the Employer considering Employer established contracts and/or policies),
    a. the Member has presented all options for alternate service by another member, by providing current listings of registered professionals providing services in the community, or registered professionals who provide specialized services, from the College Directory, and
    b. the patient or client concludes that access to a comparable facility or service cannot reasonably be arranged for the patient or client, and
    c. the Member has agreement from the Employer to provide services independently of the Employer, and
    d. the patient or client then expresses in writing, a preference for the service in question, and
    e. the Member informs the patient or client of any fees for the service to be provided, and
    f. the Member informs the patient or client that the service is being provided independently of the Member's employer, and
    g. all of the above points are addressed in writing, with signatures from both the patient/client and Member providing the service.

5. Members shall not offer, solicit or promote their services or business, to other Members, as the sole source of referral.

6. Without limiting the generality of sections 1 and 2, it is a conflict of interest for a member where the member:
    a. prescribes, recommends, sells or dispenses any product to, or orders any product for, a client or patient, in a situation where the Member or a related person to the Member or a related corporation to the Member receives, or could potentially receive, any direct or indirect benefit from the sale or supply of such product; or
    b. refers a patient or client to a clinic or other facility in which the Member, or a related person to the Member, or a related corporation to the Member, has an interest, or from which any such person receives, or could potentially receive, any benefit, directly or indirectly.

7. Without limiting the generality of sections 1 and 2, it is a conflict of interest for a Member, where the Member or a related person to the Member or a related corporation to the Member, accepts or receives any benefit, directly or indirectly from, or confers any benefit, directly or indirectly on, any person for the purpose of making or accepting a referral of a patient or client.