# Welcome to Ontario Health

We are an agency created by the Government of Ontario with a mandate to connect and coordinate our province’s health care system in ways that have not been done before, to help ensure that Ontarians receive the best possible care.

One of the most important things we do is listen – to Government, health professionals, other health care partners as well as Ontarians and their families and caregivers, like you! Because we know we work best when we understand the challenges and lived experiences of others and work together to find solutions and make improvements. As a patient and family advisor, or PFA as we often say, you will have the opportunity to help shape health care in Ontario.

The following documents are a participation agreement for patient and family advisors, followed by a Declaration of Conflict of Interest form. Everyone who works with us as volunteers—including board members, doctors, nurses, or other professionals who sit on committees at Ontario Health, as well as patient and family advisors—is asked to complete a conflict of interest form.

The participation agreement contains important information about the terms of your participation in our engagement program and how to manage confidential and private information. The main things to understand are:

* Ontario Health must obey the[*Freedom of Information and Protection of Privacy Act*](https://www.ontario.ca/laws/statute/90f31), meaning we will keep your personal information private unless disclosing it is required by law.
* Please keep all information about your work with Ontario Health confidential and only share if it is required by law or if you have written permission from Ontario Health.
* Ontario Health may publish work you have contributed to. If you would like to use the work of Ontario Health, you must ask for permission.
* While we deeply appreciate the contributions of volunteers, only Ontario Health employees can act as representatives of Ontario Health.

*The Declaration of Conflict of Interest form is your opportunity to share with us any real, potential or perceived conflicts of interest.* What does that actually mean? What is a conflict of interest?

* A conflict of interest happens when an individual’s personal interests – family, friendships, financial, or other social factors – could change their judgment, decisions, or actions in work they are contributing to.
* People can be biased (have an unfair preference) because of small things like friendship, gifts or flattery, or they may be influenced to make a decision because of the potential to gain a job, power, prestige, or money.
* A conflict of interest can occur when an individual makes or influences a decision and does so for some personal gain that may be unfair, unethical, or even illegal.
* The most important part is that you let us know if you think you may have any conflicts of interest.

Please read both documents carefully before signing and submitting them. We understand that legal documents can be difficult to understand and we want to make sure you have all the information you need. If you have any questions, please reach out to the Patient Engagement team at **patientengagement@ontariohealth.ca.**

Thank you for volunteering to be a patient and family advisor!

**OH volunteer Participation Agreement**

**Effective Date:** [<Date>]

Dear [<Participant>]:

Ontario Health (“**OH**”) appreciates your commitment to improving the quality of the health system in Ontario and is pleased that you have chosen to participate in the OH Program (as defined in Schedule “A”) as a demonstration of this commitment.

1. **Participation**

You have agreed to perform the Activities (as defined in Schedule “A”) for the specified Role (as defined in Schedule “A”) in connection with the OH Program. Though you have agreed to perform the Activities on a voluntary basis, without remuneration, OH believes that the potential opportunity for publications and your association with the OH Program will be of value to you and further your professional objectives.

1. **Conflict of Interest**

Before performing any Activities, you must review the *Conflict of Interest Policy* and complete the *Conflicts of Interest Declaration* set out in Schedule “B”.

1. **Term & Termination**

This agreement commences on the Effective Date and will continue for such time as you perform the Activities or until this agreement is terminated (the “**Term**”). Either party may terminate this agreement upon written notice to the other party.

1. **FIPPA and Privacy**

OH is designated as an "institution" within the meaning of the Ontario *Freedom of Information and Protection of Privacy Act* (“**FIPPA**”) and you acknowledge and agree that this agreement and any records or information related to the Activities and the OH Program may be disclosed in accordance with the provisions of FIPPA.

From time to time and in connection with a OH Program, it may be necessary for OH to provide you with access to records in the custody or control of OH that contains: (a) “personal information” (“**PI**”), as that term is defined in FIPPA and/or (b) “personal health information” (“**PHI**”), as that term is defined in the *Ontario Personal Health Information Protection Act, 2004*. In such cases, you will be required to comply with the OH *Privacy Principles and Procedures*, a copy of which will be provided to you before you start to perform the Activities.

1. **Confidential Information**

Any confidential information (meaning all materials, data or information related to a OH Program, in any form and howsoever gathered or stored, including without limitation, PI and PHI) disclosed to you in connection with the OH Program will remain the property of OH. At the end of the Term, OH will advise and require you to either securely destroy or return the confidential information to OH. Please use reasonable efforts to identify OH confidential information by using markers such as “confidential” or “proprietary”.

You agree not to disclose, or in any way use any OH confidential information, except as required by law and only in connection with the provision of the Activities, or as expressly permitted in writing by OH.

1. **Publication**

OH may publish and broadly disseminate the products, knowledge, data, standards, deliverables, results and other information created or contributed to by you or otherwise discussed in connection with the OH Program (the “**Materials**”). You must seek permission to publish or use any of the Materials by notifying the OH Program Representative (as defined in Schedule “A”). If permitted, you must acknowledge the support and contribution of OH and comply with the written instructions of OH.

1. **Intellectual Property**

To facilitate the transfer and translation of knowledge and to support health system quality improvement, operational and program design initiatives, you acknowledge and agree that all intellectual property rights (meaning, without limitation, all proprietary rights provided under copyright, patent, or trade-mark law, trade secrets and any other related rights provided under statute or common law) in and to the Materials is the exclusive property of OH and you assign all such rights to OH. You also irrevocably waive the benefits of any provision of law known as moral rights relating to the Materials.

1. **General Provisions**

As a volunteer who performs the Activities for OH, you may be covered under OH’s insurance policy. Please confirm whether you have coverage with the OH Program Representative.

You are not a OH employee and you acknowledge that you will not enter into any contract or commitment in the name of or on behalf of OH.

This agreement will be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable herein. This agreement may be signed in counterparts, each of which will be deemed to be an original and taken together to constitute one and the same document.

You are expected to be knowledgeable of the applicable requirements of the *Accessibility for Ontarians with Disabilities Act* and agree to perform the Activities in accordance with the applicable requirements.

Sincerely,

**Ontario Health**

|  |  |
| --- | --- |
| By: |  |
| Name: | [<OH Program Director’s name>] |
| Title: |  |
| Date: |  |

**Acknowledged and agreed to by:**

|  |  |
| --- | --- |
| By: |  |
| Name: | [<Name of Participant>] |
| Date: |  |

**Witnessed by:**

|  |  |
| --- | --- |
| By: |  |
| Name: | [<Name of Witness>] |
| Date: |  |

**SCHEDULE “A”**

**OH PROGRAM & Activities**

 “**OH Program**” means the [<insert name of committee, program, etc.>] and such other OH programs you may agree to participate in from time to time as confirmed in writing from OH.

“**Role**” means the role of patient and family advisor or such other roles you may agree to undertake for the OH Program.

“**Activities**” means: (a) the activities set out in the [<insert name of terms of reference or other document containing a description of the OH program, the participant’s role and responsibilities, etc>], as amended from time to time, a copy of which will be provided to you by OH; and (b) such other activities you may agree to undertake for the OH Program, prior to which OH will provide a description of such activities to be performed.

“**OH Program Representative**” means [<insert name or position of OH VP, Director, or Manager as applicable>], or such other person as OH may designate for the OH Program from time to time.

**SCHEDULE “B”**

**CONFLICT OF INTEREST POLICY**

This *Conflict of Interest Policy* (**Policy**) is intended to provide guidance to you so that actual, potential or perceived Conflicts of Interest (**COIs**) are recognized and either avoided or dealt with through appropriate disclosure and management. Early disclosure of a COI is key to its successful resolution.

**What is a Conflict of Interest?**

**“Conflict of Interest” (COI)** refers to situations in which your occupational, financial or other personal or private interests (including those related to a family member) may impair, influence, or create the appearance of impairing or influencing your ability to objectively exercise your duties to OH. Conflicts of Interest may be actual, potential or perceived.

**Disclosure**

You must make full, timely and ongoing disclosure of any situation which places or may have the result of placing you in a COI in relation to the exercise of your duties and responsibilities to OH.

**Procedure for Disclosure and Management of COIs**

1. Prior to the performance of the Activities in connection with the OH Program, you must complete a declaration (form attached) and submit it to the designated OH Program Representative.
2. The OH Program Representative will review the content of the declaration and determine whether an actual, potential or perceived COI exists.
3. In cases where an actual, potential or perceived COI is disclosed by you, the OH Program Representative will forward the declaration to OH’s Legal Department for review and consultation. OH’s Legal Department will review the declaration and provide the OH Program Representative with suggestions on how to appropriately manage the COI.

**General Principles on Interactions with the Pharmaceutical Industry**

In cases where you interact with the pharmaceutical industry, you are expected to comply with the *Canadian Medical Association’s Guidelines for Physicians in Interactions with Industry* and the *Rx&D Code of Ethical Practices*.

**Examples**

Please see the declaration for examples of possible COI’s (for illustration purposes only).

**CONFLICT OF INTEREST DECLARATION**

|  |  |
| --- | --- |
| **Name (First, Last Name):** |  |
| **OH Program:** |  |
| **Role:** | **Patient and Family Advisor** |

I hereby declare, that: (select one)

|  |
| --- |
|[ ]  I am not aware of any actual, potential or perceived COI with respect to the exercise of my role at OH |
|[ ]  described below are the actual, potential or perceived COI(s) arising as a result of the exercise of my role at OH |

Please provide relevant details about each COI, including the name of the third-party and a description of the nature of the interest where applicable. Should you require more space, please attach additional sheets to this declaration, as required.

|  |  |  |
| --- | --- | --- |
| **Date** | **Third-Party** | **Nature and Details of the COI** |
|  |  |  |

Examples of COI’s (for illustration purposes only):

• When you work on a drug product, either as a reviewer, investigator, advisory board member, lobbyist or speaker and the drug product is being reviewed by OH.

• When you exercise discretion and make recommendations to OH that are motivated by self-interest or other improper purposes.

• When you transact with OH directly or indirectly, or where your other business or other activities unrelated to your work at OH may have an impact on your duties or recommendations to OH.

• When you hold or have held a position, whether paid or unpaid, in a business, professional association or institution that is sponsoring research, or has an interest in its outcome, that is related to the work you are doing on behalf of OH.

• When you have affiliations or financial interests (including employment or consulting) with regulated industries, the scientific community, special interest groups, or advisory boards that are likely to influence or detrimentally affect the exercise of your duties and responsibilities to OH.

• When you are sponsored, or were sponsored, by manufacturers or pharmaceutical associations to speak or advise on matters related to your work on behalf of OH.

• When you are involved in any industry-sponsored research or surveillance study that may impact your duties or obligations to OH.

• When you are involved in any advisory or consultation board or any arrangement in which you act as an individual advisor or consultant, for the pharmaceutical industry.

• When you are involved in any arrangement to write or publish scientific articles that are sponsored or controlled by the pharmaceutical industry or contain substantial portions written by someone who is not identified as an author or who is not properly acknowledged.

I have had the opportunity to obtain independent legal advice and have read and understood the requirements to make this *Conflicts of Interest Declaration*. I hereby certify that I have disclosed, to the best of my knowledge and belief, all relevant personal interests and/or interests with third-parties that may place me in an actual, potential or perceived COI with my role at OH and that I will agree to manage the COI in accordance with the reasonable instructions of OH.

**DATED** this day of , 20 .

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **SIGNED, SEALED AND DELIVERED in the presence of** |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| By: |  | ) | By: |  |
| Name: | [<Name of Witness>] | ) | Name: | [<Name of Participant>] |