



# RotaCare Bay Area, Inc.

## Free Medical Clinics

### **RotaCare Bay Area, Inc. Conflict of Interest Policy**

RotaCare Bay Area, Inc. recognizes the importance of protecting the agency while preserving the rights of employees and volunteers to participate as private citizens in the life of the community.

#### **Policy Statement**

The high level of public support and respect that RotaCare Bay Area, Inc. enjoys results not only from the recognition of its humanitarian mission, but from the high degree of integrity, objectivity, and professionalism of RotaCare Bay Area, Inc.'s employees and volunteers. The purpose of this policy is to establish a standard of conduct to ensure that personnel of RotaCare Bay Area, Inc. act in the best interests of RotaCare Bay Area, Inc. and its clients and, in pursuing this goal, maintain standards relating to conflict of interest.

These standards are intended to enhance public confidence in the integrity of RotaCare Bay Area, Inc. and its personnel. RotaCare Bay Area, Inc. benefits from the expertise of individuals with a multiplicity of interests; however, those interests must not conflict with the interests of RotaCare Bay Area, Inc. nor impair the public support and respect necessary for the operation of RotaCare Bay Area, Inc.

In addition to the forgoing, employees and volunteers in all their endeavors are to remain cognizant of the Fundamental Principles of RotaCare Bay Area, Inc. of neutrality and impartiality. RotaCare Bay Area, Inc. has adopted the definitions of neutrality and impartiality from the International Red Cross and Red Crescent Society as defined in the definitions section.

#### **Scope**

This policy applies to all employees and volunteers of RotaCare Bay Area, Inc.

#### **Definitions**

##### *Conflict of interest*

A situation where an individual, or the organization he/she represents or has an interest in, has a direct or indirect competing interest with RotaCare Bay Area, Inc.'s activities. This competing interest may result in the individual being in a position to benefit from the situation or in RotaCare Bay Area, Inc. not being able to achieve a result in the best interest of RotaCare Bay Area, Inc.

A conflict may arise where an individual is a party to a contract with RotaCare Bay Area, Inc. or has an interest in an enterprise, or is related to a person who is party to such a contract; or where an individual receives payment by RotaCare Bay Area, Inc. for services rendered to RotaCare Bay Area, Inc. other than reimbursement for reasonable out-of-pocket expenses measured according to RotaCare Bay Area, Inc.'s policies on expense reimbursement.

Conflict of interest for RotaCare Bay Area, Inc. also includes conduct which is not in keeping with the Fundamental Principles. In particular, the principles of neutrality and impartiality cannot be comprised.

Conflict of interest includes, but is not limited to situations

- Where an employee or volunteer's private affairs or financial interests are in conflict with their work duties, responsibilities and obligations, or result in a public perception that a conflict exists
- Which could impair the employee or volunteer's ability to act in the public interest
- Where the actions of an employee or volunteer would compromise or undermine the trust that the public places in RotaCare Bay Area, Inc.

### *Neutrality*

In order to continue to enjoy the confidence of all, RotaCare Bay Area, Inc. employees and volunteers may not take sides or engage at any time in controversies of a political, racial, religious or ideological nature.

### *Impartiality*

RotaCare Bay Area, Inc. makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

RotaCare Bay Area, Inc. makes **no discrimination** - and this does not apply only to people it assists. Non-discrimination is the refusal to apply distinctions of an adverse nature to human beings simply because they belong to a specific category. This does not exclude differences in the treatment given to people placed in different situations on the basis of, for example, sex or age. Five criteria which could lead to discrimination are mentioned: nationality, race, religious beliefs, class or political opinions. However, other factors which may lead to a discrimination are not mentioned. Depending on circumstances, a different treatment based on sex may be a discrimination or not. (Remember, this remains in the context of impartiality.)

All those in need shall be helped, yet to treat everyone in the same way without taking into account how much they are suffering, or how urgent their needs are, would not be equitable. Impartiality means that, for RotaCare Bay Area, Inc. the **only priority** that can be set in dealing with those who require help must be **based on need**, and the order in which available aid is shared out must correspond to the urgency of the distress it is intended to relieve.

## **Policy application**

### Conflict of interest agreement

Before or upon assuming their official duties, employees and volunteers shall sign a document certifying that they have read and agree to abide by these standards. Refer to Conflict of Interest Agreement. Employees have a responsibility to review their obligations yearly.

All employees shall immediately disclose to their supervisor/ manager, in writing, any business, commercial or financial interest where such interest might be construed as being in real, potential or apparent conflict with their official duties.

### Performance of duties

An employee or volunteer will not vote on, or participate in, any discussion about a resolution to approve a contract in which he/she has an interest, nor will an employee or volunteer approve and/or sign off on such circumstances.

In the performance of their duties, employees and volunteers must not:

- Place themselves in a position of obligation to persons who might benefit or appear to benefit from special consideration with respect to RotaCare Bay Area, Inc. business
- Have a monetary interest that would conflict with the discharge of the duties owed to RotaCare Bay Area, Inc.
- Disclose, discuss, use, take advantage of, benefit or appear to benefit from the use of information not generally available to the public and which has been acquired during their official RotaCare Bay Area, Inc. duties
- Communicate with any level of government, or with any elected or appointed government official in relation to the business of RotaCare Bay Area, Inc., unless they have specific RotaCare Bay Area, Inc. authorization
- Assist private entities or persons in their dealings with RotaCare Bay Area, Inc. where this could result in preferential treatment to any person
- Directly or indirectly use, or allow the use of, RotaCare Bay Area, Inc. property or information for anything other than officially approved activities

### Outside employment

Employees may engage in remunerative employment with another employer, volunteer activity, carry on a business, or receive remuneration from public funds for activities outside their position provided that:

- It does not interfere with the performance of their duties
- It does not bring RotaCare Bay Area, Inc. into disrepute
- They do not have an advantage derived from their employment as a RotaCare Bay Area, Inc. employee
- It is not performed in such a way as to appear to be an official act or to represent the organization's public positions or policies, including the Fundamental Principles

- It does not involve the use of RotaCare Bay Area, Inc. premises, services, equipment or supplies to which the staff member has access by virtue of their employment, unless official authorization is secured.
- It is not in direct competition with RotaCare Bay Area, Inc.'s efforts and activities.

### Gifts

Employees and volunteers must avoid the appearance of favoritism in all of their dealings on behalf of RotaCare Bay Area, Inc. and not accept personal gifts from those doing business or seeking to do business with RotaCare Bay Area, Inc.

### Financial

Employees and volunteers must not commit RotaCare Bay Area, Inc. to any unauthorized expenditure or other liability and must ensure that all commitments are approved in accordance with the appropriate by-laws, regulations and policies including all appropriate consultations and approvals.

### Vendor relationships

Employees and volunteers in leadership roles will not perform fee for service responsibilities for RotaCare Bay Area, Inc. in addition to their responsibilities as an employee or volunteer leader of RotaCare Bay Area, Inc. Nor will employees sell goods to RotaCare Bay Area, Inc., unless by specific approval of the Chief Executive Officer and general counsel.

Goods shall not be purchased from a volunteer or relative of an employee without consultation with applicable supervisor or department head and a determination made as to whether the correct processes were undertaken and the impact of the decision. Where there is doubt on the subject, the issue is to be referred to the Chief Executive Officer or general counsel.

### Client relationships

All employees and volunteers are to understand the client's vulnerability and dependence on the employee/volunteer to provide assistance, and to act accordingly. This includes recognition that personal relationships outside the scope of their professional roles are not in the best interest of either party or RotaCare Bay Area, Inc.

### Breach of conflict of interest

Employees and volunteers are required to consult with their supervisor/manager whenever they have any question as to whether a particular circumstance may place them in a conflict of interest.

Persons who fail to comply with these standards during the course of their employment will be subject to such appropriate measures as may be determined by RotaCare Bay Area, Inc. including dismissal from employment.

Persons who fail to comply with these standards following termination of employment with RotaCare Bay Area, Inc. hereby acknowledge that the disclosure of confidential information will

result in irreparable harm to RotaCare Bay Area, Inc. and RotaCare Bay Area, Inc. shall have the right to enforce its lawful rights and remedies against any offending person.

### Reservation of rights

Where an individual fails to disclose a conflict or an interest according to this policy or according to other laws or regulations in California, RotaCare Bay Area, Inc. reserves all rights it may have to deal with the contract, conflict and individual involved.

### Responsibility

RotaCare Bay Area, Inc.'s leadership is responsible for advising stakeholders, maintaining, monitoring, and revising this policy; and for authorizing exceptions. Members of the RotaCare Bay Area, Inc. Team are responsible for applying and implementing this policy in each of their respective areas.

### **Procedures**

1. As the employer-employee relationship is founded on trust and commitment to strive for mutual benefits, it is expected that the employee's time/labor/skill and attention will be devoted to the business of RotaCare Bay Area, Inc. as specified by the employment contract.
2. RotaCare Bay Area, Inc.'s property, materials and services will be utilized only as requested or authorized by the employment contract.
3. Participation of the employee in other business, organizations or activities that compromise the employment relationship or disadvantages RotaCare Bay Area, Inc. will be considered conflict of interest.
4. Supervisors shall be responsible for identifying potential conflict of interest activities to employees. Where an employee persists in activities that may disadvantage RotaCare Bay Area, Inc., the Chief Executive Officer is to be informed. Employees must consult with their supervisor prior to engaging in any activities that may be seen as conflict of interest, such as, but not limited to:
  - Having a vested interest in an external business which may provide materials or service to RotaCare Bay Area, Inc. or compete with RotaCare Bay Area, Inc.
  - Being offered services or materials as a result of employment or position with RotaCare Bay Area, Inc.
  - Making use of a position with the agency to solicit services or materials for personal gain
  - Utilizing association equipment, services or materials for an external business
  - Pursuing personal gain over the well-being or needs of people supported
5. Employees who fail to honor the provisions of this policy will be considered to be in breach of the employment contract with RotaCare Bay Area, Inc. and may be subject to disciplinary action up to and including termination of employment.

## **Board members**

RotaCare Bay Area, Inc. recognizes a special category of volunteers for particular mention – RotaCare Bay Area, Inc.’s Board of Directors members - for its Conflict of Interest policy.

1. Members of the board of directors of RotaCare Bay Area, Inc. shall disclose to the board, prior to engaging in any activities that may be seen as conflict of interest, such as, but not limited to:

- Having a vested interest in an external business that may provide materials or service to RotaCare Bay Area, Inc.
- Being offered services or materials as a result of employment or position with RotaCare Bay Area, Inc.
- Making use of a position with the agency to solicit services or materials for personal gain
- Utilizing association equipment, services or materials for an external business
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2. Non-compliance of this policy and procedures and the By-Law pertaining to conflict of interest on the part of the board members shall constitute cause for removal from the board.

3. Board members shall confirm in writing that they have received and read this policy and procedure at the first meeting of the board of directors that they attend following their election.

## **Acknowledgement**

Acknowledgement of standards to be observed by all employees and volunteers of RotaCare Bay Area, Inc. concerning conflict of interest.

Two signed copies of this agreement are required: one to be kept in the employee/volunteer’s General Personnel File, and one to be given to the employee/volunteer. Employees and volunteers will disclose to his/her immediate supervisor, any interest that might be construed as being in real, potential or apparent conflict with RotaCare Bay Area, Inc. duties or with the business and affairs of RotaCare Bay Area, Inc.



# RotaCare Bay Area, Inc.

## Free Medical Clinics

### **Conflict of Interest Agreement (*Employee/Volunteer Copy*)**

Acknowledgement of standards to be observed by all employees of RotaCare Bay Area, Inc. concerning conflict of interest.

This Conflict of Interest Agreement contains a summary of the RotaCare Bay Area, Inc. Conflict of Interest Policy. Refer to the RotaCare Bay Area, Inc. Conflict of Interest Policy for further information on Conflict of Interest.

Two signed copies of this agreement are required: one to be kept in the employee's General Personnel File, and one to be given to the employee.

Employees will disclose to his/her immediate supervisor, any interest that might be construed as being in real, potential or apparent conflict with RotaCare Bay Area, Inc. duties or with the business and affairs of RotaCare Bay Area, Inc.

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I, the undersigned, have read and understand all the information in this document and I agree to conduct my activities in accordance with its contents.

I also understand that breaching these standards may result in disciplinary action up to and including termination or other legal remedy available to RotaCare Bay Area, Inc.

Employee

Witness

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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