

## **CONFLICT OF INTEREST CLAUSE**

The Employee or Volunteer (Special Employee) has a duty to disclose to the Quality Enhancement Director any reason that he or she would not be able to evaluate any Provider in a fair and unbiased manner.

The Employee or Volunteer (Special Employee) shall not evaluate a Provider if he or she has received compensation from the Provider, except, for example:

- ★ Where the Employee owns less than one percent of the corporation
- ★ Where full disclosure of the interests of both the Employee or Volunteer (Special Employee) and his or her family has been made, and the Employee or Volunteer (Special Employee) has received approval from his or her appointing authority and/or the State Ethics Commission, as required
- ★ Where full disclosure is made, and the financial interest of the Employee is terminated within thirty days
- ★ Where the Employee is employed by the Provider in a part-time capacity, and is compensated at a rate which does not exceed that of a state employee classified in step one of job group XX of the general salary schedule contained in Section 46 of Chapter 30 of the General Statutes for no more than four hours in any day which he or she would otherwise be compensated by the Commonwealth, assuming that he or she does not participate in or have responsibility for the financial management of the facility
- ★ Where the Volunteer (Special Employee) aids another person for compensation in the performance of work under a contract with or for the benefit of the Commonwealth, providing that the head of the agency where the Volunteer (Special Employee) is employed certifies to the State Ethics Commission that the interest of the Commonwealth requires such assistance
- ★ For witness fees
- ★ For expert witness
- ★ For travel and related expenses
- ★ For participation in a trial, hearing or other proceeding
- ★ Where the Employee gives statements under oath or makes statements required to be made under penalty of perjury or contempt

In addition, the Employee or Volunteer (Special Employee) shall not evaluate a Provider if he or she has a relative or friend who is currently employed by the Provider, or if he or she has received compensation from the Consumer, or has a relative or friend currently served by the Provider.

The Employee or Volunteer (Special Employee) acknowledges that he or she has disclosed any such relationships to the Quality Enhancement Director.

**CONFLICT OF INTEREST INQUIRY FOR CANDIDATES FOR  
PARTICIPATION IN QUALITY ENHANCEMENT PROGRAM  
(DDS EMPLOYEES OR VOLUNTEERS (SPECIAL EMPLOYEES))**

Are you aware of any reason (e.g., you have received compensation from either a Provider or Consumer, or you have a personal relationship with someone who works with or for a Provider, a Consumer, or someone who works with or for a Consumer) which would prevent you from evaluating any Provider in a fair and unbiased manner?

**STATEMENT OF CONFIDENTIALITY**  
**OFFICE OF QUALITY MANAGEMENT**  
**OFFICE OF QUALITY ENHANCEMENT DIVISION**

In order to honor the right to privacy that persons receiving services from the Department of Developmental Services are due in their personal lives and clinical care, it is imperative that all individuals working or volunteering through DDS on behalf of those served by the Department will maintain confidentiality.

As a Team Member in the Licensure and Certification process under the auspices of the Massachusetts Department of Developmental Services, I agree to maintain confidentiality concerning the individuals I meet. I further agree to comply with any relevant statutory or regulatory provisions that safeguard the confidentiality of health care or personal information I may receive in the performance of my duties as a member of the Quality Enhancement survey team.

I understand that any and all information heard and received is strictly confidential and I shall not in any manner, disclose such information to any person except:

- Other Team Members assigned
- Appropriate staff of the Department of Developmental Services
- The Executive Director of the agency or his/her designee(s)

Notwithstanding this obligation, I understand that any incident or condition which appears to be illegal, dangerous, or inhumane, or any act or omission of abuse or neglect, must be reported to the appropriate authorities.

Any concerns or questions I have regarding confidentiality are to be directed to the Regional Director of Quality Enhancement.

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NAME

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WITNESS

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SIGNATURE

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SIGNATURE

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