



## RCP Accreditation Unit Code of conduct

### About this document

This document defines the code of conduct that applies to all Independent Contractors working on behalf of the Royal College of Physicians (RCP) Accreditation Unit. The code of conduct includes performance of duties, conflict of interest, confidentiality and breach.

Adhering to this code of conduct is a minimum expectation of all Independent Contractors. The Accreditation Unit will undertake a formal investigation into any reported breaches of this code of conduct and dismissal from the post may result. In instances of serious breaches, the case may be referred to the relevant professional body and organisation the individual works for and legal action may ensue

### Definitions

An **Independent Contractor** is defined as an individual contracted or volunteered to provide services to or on behalf of the Accreditation Unit. This includes assessors (professional and lay) and leads.

An **Impacted Party** is a service, organisation or member of the profession who may benefit from a decision being made by the Accreditation Unit. This includes services within the accreditation process.

### Introduction

Independent Contractors are seen by individual and organisations as representatives of the Accreditation Unit. Notwithstanding whether a contract is agreed, by performing duties on behalf of the Accreditation Unit, Independent Contractors commit to complying with the obligations and expectations outlined within this document.

### Performance of duties

Independent Contractors shall conduct themselves in a professional manner, performing their services to the highest standard. They shall not act in any way prejudicial to the interests of the Accreditation Unit. Independent Contractors must declare if there is any reason they should not be allowed to work in close proximity to patients, vulnerable adults and children.

Independent Contractor shall at no point hold themselves out to be anything other than an independent contractor or volunteer of the Accreditation Unit. Independent Contractors shall not use the name of the Accreditation Unit, RCP nor any of the Accreditation Unit scheme names in any promotional material or to promote their own services.

For assessors, assessments are to be conducted strictly in accordance with the scheme standards. Assessors are to report the findings or any part thereof and provide any comments and opinions resulting from the assessment to the service being assessed and to the Accreditation Unit. Assessors shall refrain from making unsolicited comments on any other matter.

### Conflict of interest

Independent Contractors must declare conflicts of interest which may be perceived by others as improper and which may undermine confidence in the work of the Accreditation Unit.

Examples of where a conflict of interest may arise include, but are not limited to, where Independent Contractors have:

- a) Membership or association with competing or affiliated services or organisations.
- b) A personal stake in the outcome of a decision by the Accreditation Unit in regard to an Impacted Party.
- c) Employed or contracted within the previous five years directly by an Impacted Party.
- d) Made a complaint or have had any other grievance in regards to an Impacted Party.
- e) Involved in the selling or promoting of products, tools or systems used by the Impacted Party.

Should an assessor be or become aware of a real or perceived conflict of interest that assessor shall:

- a) Disclose the potential conflict of interest; and
- b) Be prepared to remove themselves from participation in the relevant assessment and/or decision.

Independent Contractors shall strictly avoid self-promotion, promotion of other individuals or services they have a personal or professional interest in, or the conduct of any private business with Impacted Parties. Independent Contractors shall not accept any inducement, gift, commission, discount or any other profit from Impacted Parties, nor knowingly allow other Independent Contractors to do so.

Should an Independent Contractor become aware of a real or perceived conflict of interest with another Independent Contractor or representative of the RCP which may not have been declared, the Independent Contractor is responsible for reporting this to the RCP.

For the avoidance of doubt, should an Independent Contractor be unsure as to whether a conflict exists, they must still declare the potential conflict. The Accreditation Unit shall investigate and make a determination.

## **Confidentiality**

Independent Contractors may come in contact with individually identifiable and/or confidential information. Confidential information includes, but is not limited to, individually identifiable information, information on services' performance, personnel information. In addition to this information, Independent Contractors are to treat as strictly confidential all information, including passwords, training manuals and handbooks received or obtained while performing any duties for the Accreditation Unit and not to divulge such information to any other person or organisation (including, if applicable, the Independent Contractor's NHS Trust) unless authorised in writing to do so by both the Accreditation Unit and the Impacted Party.

Confidential information shall not be collected, used or disclosed:

- a) To anyone other than persons who are authorised to receive such information. This responsibility continues after the assessment or service has concluded.
- b) For any purpose other than the service being provided, and specifically not for furthering any personal interest, including for profit or as a means of making personal gains.

Transfer of documentation between Impacted Parties, Independent Contractors, and/or the Accreditation Unit shall, whenever possible be via the secure online system. Storage of confidential information, including all information associated with identifiable individuals, must be kept by a secure means at all times. Any breaches of confidentiality shall be disclosed to the Accreditation Unit immediately.

At no time shall the Independent Contractor copy, reproduce any publication or document supplied the Accreditation Unit or Impacted Party. Upon completion or termination of contracted work for the Accreditation Unit, all confidential documentation must be shredded, either on-site by the Independent Contractor or sent by courier to the Accreditation Unit for confidential disposal.

Breach of confidentiality may have serious consequences for all parties and the Accreditation Unit shall investigate all allegations of such. Questions as to whether certain information is confidential shall be directed to the Accreditation Unit.

## **Breach**

Independent Contractors shall cooperate fully in any investigative procedure in the event of any alleged breach of this code of conduct.

Notwithstanding the Independent Contractor's contract, the following circumstances may lead to immediate termination:

- a) Committing any breach of this code of conduct, misconduct, incompetence or wilful neglect of duties;
- b) Repeating or continuing (after warning) to breach any provisions of the agreement or failure to comply with any obligations to the Accreditation Unit;
- c) Being found guilty of any fraud, dishonesty or conduct tending to bring myself or the Accreditation Unit, standards and/or accreditation scheme into disrepute; or
- d) Being, or previously have been, convicted of a criminal offence.