

Standards of Conduct/Conflict of Interest

1. Statement of Purpose

In our continuing effort to fulfill our organizational mission, The Door – A Center of Alternatives, Inc., Adolescent Health Center (AHC) is committed to high standards and compliance with all applicable laws and regulations. All AHC Board members (officers and directors), employees, agents, and volunteers (“Individuals Affiliated with AHC”) are expected to meet high standards of professional behavior whenever acting on behalf of AHC. This is true whether dealing with other employees, patients, providers, vendors, government regulators and/or the general public.

The purposes of these standards are to provide safeguards to prevent Individuals Affiliated with AHC (1) from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business or other ties; and (2) from violating their duty to AHC by inappropriately disclosing confidential information. Each Individual Affiliated with AHC has a personal responsibility for becoming familiar with and complying with the laws, regulations, and policies and procedures related to their responsibilities.

2. General Responsibilities

The AHC Governing Board recognizes the paramount importance of maintaining AHC’s reputation for integrity that includes, but is not limited to, ensuring compliance with applicable federal, state, and local laws and regulations, as well as fulfilling contractual obligations.

Every Individual Affiliated with AHC is responsible for ensuring that their conduct is consistent with these Standards of Conduct, AHC’s Compliance Program (including, but not limited to, AHC’s policies and procedures on preventing fraud, waste and abuse), AHC’s policies and procedures, and generally accepted standards of professionalism, courtesy, and respect. Furthermore, Individuals Affiliated with AHC in supervisory positions must assume, and are charged with, responsibility for ensuring that the conduct of everyone they supervise complies with these Standards of Conduct.

All Individuals Affiliated with AHC are required to sign and return the acknowledgement attached to this document as Exhibit A.

3. Standards of Conduct

In general, AHC expects that all Individuals Affiliated with AHC will behave in a professional and courteous manner. In addition, these Standards of Conduct describe specific standards to which individuals are expected to adhere.

A. Confidentiality of Information

Individuals Affiliated with AHC may acquire confidential or proprietary information by virtue of their positions within, or affiliation with, AHC. The term “confidential or proprietary information” shall mean any and all information (whether written, oral, or contained in audio or video recordings or in computer files) relating to the governance, business, operation, and financial condition of AHC and/or any of its vendors or collaboration partners, as well as any and all other information determined to be confidential. All information communicated at executive sessions or other closed sessions of the AHC Governing Board of Directors is confidential and proprietary information. AHC’s Governing Board of Directors or its Chief Executive Officer (CEO) may determine that other information, including information shared in AHC Governing Board and/or committee meetings, is confidential or proprietary on a case-by-case basis.

Confidential or proprietary information may not be: (1) disclosed outside of AHC without appropriate authorization from the CEO (or in the case of AHC Governing Board members, by the AHC Governing Board Chairperson in conjunction with the CEO); or (2) used for personal gain or for the benefit of a third-party. Individuals Affiliated with AHC are expected to exercise reasonable care to avoid the inadvertent disclosure of confidential information and, as applicable, will be bound by (and required to comply with) the confidentiality provisions contained in agreements executed between AHC and other organizations and/or individuals, as well as AHC’s internal confidentiality policies and procedures. Individuals Affiliated with AHC may be required to sign a Confidentiality Agreement and/or a Business Associate Agreement, as appropriate, that specifically limits the context in which, and persons to whom, confidential information may be communicated. Officers and members of the AHC Governing Board also have a fiduciary duty to not communicate confidential information about AHC to anyone who is not also an officer or member of the AHC Governing Board, respectively, absent the explicit authorization of the full AHC Governing Board of Directors.

B. Conflicts of Interest

1. General Prohibition

Individuals Affiliated with AHC must strive to make decisions fairly and objectively and always act in the best interests of AHC, without regard to any personal pecuniary benefit or any benefit to a third-party, and with undivided allegiance. As AHC is a subrecipient of Federal grant funds under the Department of Health and Human Services (“DHHS”), these standards for managing Conflicts of Interest are also necessary to comply with the Federal Uniform Administrative Requirements set forth at 2 C.F.R. §200.318(c) and DHHS regulations found at 45 C.F.R. §75.327(c). No Individuals Affiliated with AHC shall participate in AHC’s selection, award, or administration of any contract or grant, paid in whole or in part with Federal funds, when a real or apparent Conflict of Interest (as defined below) is involved.

2. Definitions

- a. *Interest.* A person has an “Interest” if he or she has, directly, or indirectly through a family member or business partner:
- A business relationship (*e.g.*, an actual or forthcoming compensation arrangement whether by contract or employment) with: (1) AHC; (2) an entity with which AHC has entered (or is negotiating to enter) a transaction or arrangement; or (3) an entity that is a competitor or potential competitor of AHC;
 - A financial relationship (*e.g.*, a controlling or material ownership, or investment interest, employment relationship or other relationship that a reasonable person would deem significant) with or a tangible personal benefit from: (1) an entity with which AHC has entered (or is negotiating to enter) a transaction or arrangement; or (2) an entity that is a competitor or potential competitor of AHC;
 - A fiduciary relationship (*e.g.*, AHC Governing Board member or trustee) with: (1) an entity with which AHC has entered (or is negotiating to enter) a transaction or arrangement; (2) an entity that is a competitor or potential competitor of AHC; or
 - A personal relationship with an individual who has a business, financial or fiduciary relationship as defined above. A personal relationship means a relationship based on family, business partnership, friendship or romance.

Any interest in a company through publicly-traded stocks, bonds or mutual funds available to the general public shall not constitute an Interest, provided the ownership or investment interest is less than one percent of the company’s shares.

- b. *Conflict of Interest.* A “Conflict of Interest” arises whenever the Interest of a person competes with or has the potential to compete with the best interests of AHC. A Conflict of Interest is presumed to exist if a person with an Interest is involved in any way in the transaction or arrangement in which he or she has such Interest.

3. Affirmative Disclosure Requirements

It is the policy of AHC that all Interests shall be fully disclosed by any Individual Affiliated with AHC regardless of whether a Conflict of Interest is determined to exist.

- a. *Annual Disclosures.* AHC requires that all Individuals Affiliated with AHC and persons seeking to affiliate with AHC disclose in writing upon hire and then annually thereafter (1) all Interests that may create an actual or potential Conflict of Interest, and (2) where applicable, provide a statement suggesting how such Conflict of Interest could be avoided or mitigated. In order to facilitate such full

disclosure, AHC requires that all Individuals Affiliated with AHC and persons seeking to affiliate with AHC annually complete the Disclosure Form attached as Exhibit B. Completion of a Disclosure Form does not relieve individuals of the obligation to comply with these Standards of Conduct with regard to disclosure of Interests that may occur after the filing of the Disclosure Form (*e.g.*, with respect to a particular transaction).

- b. *Supplemental Income.* AHC requires that all employees of AHC, as well as all potential employees, disclose in writing (and update at least annually) any specifics of any plans to accept supplemental income outside AHC employment so that AHC may determine whether such outside employment or consultancy conflicts, or has the potential or appearance to conflict, with the interests of AHC. AHC's prior approval of such outside employment or consultancy is required.
- c. *Continuing Obligation.* AHC requires that all Individuals Affiliated with AHC and persons seeking to affiliate with AHC disclose Interests that arise after the annual filing of the Disclosure Form.
- d. *Recipients of Disclosures.*
 - 1) Members of, and candidates for membership on, the AHC Governing Board shall disclose to the Chair of AHC Governing Board. If the Chair has such an Interest, he/she/they must disclose to the Vice Chair, who will, in turn, be responsible for advising the AHC Governing Board.
 - 2) The CEO shall disclose to the Chair of the AHC Governing Board who will be responsible for advising the AHC Governing Board of such disclosure.
 - 3) All other Individuals Affiliated with AHC shall disclose in writing to the CEO or designee.
 - 4) For all actual and potential Conflicts of Interest involving federal funds received as a subrecipient of Family Health Centers at NYU Langone, the CEO shall make disclosures to Family Health Centers at NYU Langone within 30 calendar days of discovery of the actual or potential Conflict of Interest and in accordance with the terms and conditions of the subrecipient agreement. Such disclosures shall include a description of the actual or potential Conflict of Interest and a description of AHC's plan and/or actions taken to eliminate, mitigate, or otherwise resolve the actual or potential Conflict of Interest.

4. Determining Whether a Conflict of Interest Exists

In the case of a potentially conflicted person who is either a AHC Governing Board member or the CEO, that person may make a presentation to the AHC Governing Board regarding whether they have a Conflict of Interest and may respond to related questions from the AHC Governing Board. However, after such presentation, they shall leave the meeting during any discussion of, or vote on, whether a Conflict of Interest exists, and if such Conflict of Interest is determined by the AHC Governing Board to exist, they shall leave the meeting during any discussion of, and voting on, the transaction or arrangement that involves the Conflict of Interest. For all other potentially conflicted persons who are Individuals Affiliated with AHC, the CEO shall determine whether a Conflict of Interest exists.

5. Procedures for Addressing the Conflict of Interest

- a. *Procurement.* If the Conflict of Interest involves procurement by AHC, the process shall be conducted in accordance with Section 3(C) of these Standards of Conduct and The Door's procurement policies and procedures (*see* The Door's Accounting & Financial Policies and Procedures Manual).
- b. *Alternative Arrangements.* In other instances, the AHC Governing Board shall, as it may deem appropriate, appoint the CEO to investigate alternatives to the proposed transaction or arrangement and make recommendations. After exercising due diligence, the AHC Governing Board or, in the case of Individuals Affiliated with AHC who are not AHC Governing Board members or the CEO, the CEO shall determine whether AHC can obtain an equivalent (or more advantageous) transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
- c. *AHC's Best Interests.* If an alternative transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the AHC Governing Board or CEO, as applicable, shall determine (if Board, then by a majority vote of the disinterested AHC Governing Board members) whether, notwithstanding the Conflict of Interest, the transaction or arrangement is in AHC's best interest, for its own benefit and whether the transaction is fair and reasonable to AHC such that it would constitute an "arms-length" transaction (and be consistent with 45 CFR Part 75 standards, as may be amended from time to time).
- d. *Pervasive Conflicts of Interest.* In circumstances where there are material continuing or pervasive Conflicts of Interest, an individual may be required by the AHC Governing Board or the CEO, as applicable, to withdraw from their position with AHC unless the individual, family member or business associate chooses to disassociate from the outside position that causes the Conflict of Interest.

6. Violations of the Standards of Managing Conflicts of Interest

If the AHC Governing Board or CEO, as applicable, has reasonable cause to believe that a person has failed to disclose an Interest, the person shall be informed of the basis for such belief and afforded an opportunity to explain the alleged failure to disclose. If, after hearing the response of the individual who failed to disclose an Interest, and making such further investigation as may be warranted in the circumstances, the AHC Governing Board or CEO determines that the individual has in fact failed to disclose an Interest in accordance with these Standards of Conduct, appropriate corrective and/or disciplinary action shall be taken, including removal of the individual from the selection, negotiation, or administration of any contracts or grants to which AHC is a party, and/or admonishment or removal from the AHC Governing Board in accordance with the then current AHC Bylaws.

7. Records of Proceedings

The minutes of the AHC Governing Board and all committees with AHC Governing Board-delegated powers and those records as determined by the CEO shall contain:

- a. *Conflicts of Interest.* The names of the people who disclosed or otherwise were found to have an Interest in connection with an actual or potential Conflict of Interest and the nature of the Interest; any action taken to determine whether a Conflict of Interest was present; and the AHC Governing Board or CEO's decision, as applicable, as to whether a Conflict of Interest in fact existed.
- b. *Management of Conflicts.* For transactions where a Conflict of Interest has been disclosed or otherwise found to exist, the names of the persons who were present for discussions and votes relating to the transaction or arrangement, and the names of the persons who recused themselves; the content of the discussion, including any alternatives to the proposed transaction or arrangement or AHC's best interest; and a record of any votes taken in connection therewith.

C. **Vendors and Procurement Standards**

AHC will conduct all procurement transactions in a manner to provide, to the maximum extent possible, practical, open, and free competition, in accordance with AHC's Governing Board-approved Purchasing Policies and Procedures, which are part of The Door's Accounting & Financial Policies and Procedures Manual. The policies and procedures will address, among other things, the following principles:

- No Individual Affiliated with AHC may participate in the selection, award, or administration of a contract supported by Federal funds, in whole or in part, if a real or apparent Conflict of Interest (as defined in Section III.B above) would be involved.
- AHC will be sensitive to, and seek to avoid, Organizational Conflicts of Interest. Organizational Conflicts of Interest mean that because of relationships with a parent

company, affiliate, or subsidiary organization, AHC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. AHC avoids and mitigates all Organizational Conflicts of Interest in the following manner:

- In planning and conducting procurements, no parent company, affiliate, or subsidiary organization will be permitted access to non-public information related to the procurement transaction. To the extent that such non-public information is already in possession of the parent company, affiliate, or subsidiary, such non-public information will be (to the extent not otherwise commercially sensitive) incorporated into the solicitation.
- In evaluating offers and awarding contracts, AHC will not give preferential consideration to any parent company, affiliate, or subsidiary organization.
- In the event that an Organizational Conflict of Interest, including the appearance of impropriety, cannot be sufficiently mitigated through the above methods, the parent company, affiliate, or subsidiary organization may be barred from competing.
- AHC will be sensitive to, and seek to avoid, non-competitive practices among contractors. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors/consultants that develop or draft grant applications, or contract specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- Awards will be made to the bidder whose bid is responsive to the applicable solicitation and most advantageous to AHC, in terms of price, quality, and other factors as defined by AHC in such solicitation. AHC will retain the right to reject any and all bids or offers when it is in AHC's interest to do so.

D. Nepotism

Except under extenuating circumstances, as determined by the CEO, AHC will not hire any individual (or assign, transfer or promote a current employee) who is related to one of its employees or contractors, if in the position being applied for (or assigned, transferred or promoted to), the applicant will supervise, be supervised by, or have a direct reporting relationship with the related employee or contractor. Every applicant for employment or consultancy with AHC must disclose any and all family, business and personal relationships with an Individual Affiliated with AHC. No current AHC Governing Board member will be an employee of AHC or an immediate family member (i.e., spouse, child, parent, brother or sister by blood, adoption, or marriage) of an employee. Notwithstanding, the CEO may serve only as a non-voting, ex-officio member of the AHC Governing Board.

E. Gifts

Individuals Affiliated with AHC may not solicit or accept gifts, gratuities, favors or anything of value from any current or potential patient, vendor or contractor of AHC, or any current or potential party to a sub-agreement with AHC. Every Individual Affiliated with AHC will decline or return any gift and notify their supervisor, who will notify the CEO, of such gift.

A “gift “is defined as anything of value offered directly by or on behalf of an actual or potential patient, vendor or contractor, except for promotional materials of little or nominal value such as pens, calendars, mugs, and other items intended for wide distribution and not easily resold. Gifts include (but are not limited to): personal gifts, such as sporting goods, household furnishings and liquor; social entertainment or tickets to sporting events; personal loans or privileges to obtain discounted merchandise, and the like.

F. Bribery

AHC will immediately dismiss, remove and, as applicable, terminate the employment or contract of any Individual Affiliated with AHC who offered or accepted a bribe to secure funding or other benefits for or from AHC.

G. Cooperation and Honest Dealing with Government Officials

No Individual Affiliated with AHC will attempt to improperly influence actions or decisions made by government bodies, officials, employees, or contractors, unless specifically authorized to do so consistent with applicable AHC policy.

Individuals Affiliated with AHC will be cooperative and truthful in their dealings with any governmental inquiries or requests, including audits, surveys, and certification reviews. However, Individuals Affiliated with AHC who are not authorized to speak on behalf of AHC will not respond to any governmental inquiries or requests, including audits, surveys, and certification reviews, and will promptly report any such inquiries or requests to AHC’s CEO, Compliance Officer or other member of senior management.

H. Political Activities

Individuals Affiliated with AHC will not participate or intervene in any political campaign in support of or in opposition to any candidate for elected public office while at work during business hours or when acting in his/her official capacity / position as an Individual Affiliated with AHC. A political campaign is deemed to begin when an individual announces their candidacy for an elective public office, or is proposed by others for an elective public office. Individuals Affiliated with AHC may not use AHC’s name, logo (or other means of identification as affiliated with AHC), facility or any resources in connection with political campaign activities. For more information see:

- Political Intervention Section of The Door’s Accounting & Financial Policies and Procedures Manual

I. Lobbying

Lobbying is generally defined as a communication (written or oral) that is an attempt to influence (for or against) specific legislation including appropriations. Any lobbying activities proposed to be undertaken by AHC or by any Individuals Affiliated with AHC on behalf of AHC shall require the prior approval of the CEO. Any Individuals Affiliated with AHC undertaking lobbying activities will work with the CEO, or their designee, to ensure that such activities are supported by non-Federal resources and that all disclosures and reporting of lobbying activities required by State or Federal law are submitted in a timely manner. For more information, see:

- Lobbying Section of The Door’s Accounting & Financial Policies and Procedures Manual

4. Adherence to the Standards of Conduct

Individuals Affiliated with AHC are expected to comply with AHC’s Standards of Conduct, and its policies and procedures and are **required** to promptly report concerns regarding compliance with said Standards of Conduct, and its policies and procedures or other laws, regulations or policies.

Reporting potential non-compliance and participating in AHC’s compliance activities are elements of the job performance of each Individual Affiliated with AHC and is a service to AHC. All reports of alleged, known or suspected non-compliance may be reported through the regular chain of command or reporting structure for the Board. All such reports should be reported to the Compliance Officer by the manager, supervisor or recipient. Any individual who, for any reason, is uncomfortable with reporting through the normal chain of command should report the information directly to the Compliance Officer. Such reports may be made confidentially or anonymously. For more information on reporting to the Compliance Officer, see:

- Reporting Compliance Issues to AHC’s Compliance Officer: Procedure

Individuals Affiliated with AHC are expected to cooperate fully in the investigation of any potential non-compliance. Any Individual Affiliated with AHC who reports a compliance concern in good faith is protected by law from retaliation. Any Individual Affiliated with AHC who retaliates against another Individual Affiliated with AHC for their reporting of potential non-compliance or participation in addressing potential non-compliance is subject to discipline. Additionally, any Individual Affiliated with AHC who makes intentionally false accusations regarding a compliance concern is subject to discipline.

Depending on the severity, violations of these Standards of Conduct may result in the following: (1) for employees, agents and volunteers – oral admonishment, written reprimand, reassignment, demotion, suspension, and/or separation, in addition to legal penalties which

might apply; and (2) for officers and members of the AHC Governing Board of Directors – oral admonishment or removal from the AHC Governing Board.

This policy and procedure shall be periodically reviewed and updated consistent with the requirements and standards established by AHC’s Board of Directors and management, federal and state laws and regulations, and applicable accrediting and review organizations.

Responsible parties:

Signature: _____ Date _____
AHC Governing Board Chair

Signature _____ Date _____
Chief Executive Officer

EXHIBIT A

**CERTIFICATION OF COMMITMENT TO COMPLY WITH
STANDARDS OF CONDUCT**

I hereby acknowledge and certify that I have received and reviewed a copy of the Standards of Conduct of AHC and I understand that it represents a mandatory policy of AHC.

By signing this form below, I agree to abide by these Standards of Conduct during the term of my Board membership, employment, contract, or agency or while otherwise authorized to serve on AHC's behalf. In addition, I acknowledge that I have a duty to report any suspected or known violation of the Standards of Conduct or any AHC policy or procedure to my supervisor or through the normal chain of command (or in the case of Board members, to the Board Chair). I acknowledge that I may also report the information directly to the Compliance Officer or any other member of senior management.

Please return this completed, signed Certification of Commitment to the Board Chair or Compliance Officer, as applicable.

Date

Signature

Printed Name

Title/Position with AHC

EXHIBIT B

DISCLOSURE OF INTERESTS THAT CREATE A POTENTIAL OR ACTUAL CONFLICT OF INTEREST

STATEMENT OF PURPOSE:

As a Board member, officer, employee, agent or volunteer of AHC, I hereby certify that I understand that AHC is a tax-exempt entity and must therefore strictly comply with the standards of the Internal Revenue Service (“IRS”). I will take reasonable measures to identify and avoid potential conflicts of interest in my relationship with AHC and in carrying out my duties on behalf of AHC. I will comply with AHC’s compliance program and its related policies and procedures, such as those polices that relate to AHC’s tax-exempt status, corporate and financial responsibility, conflicts of interest, and best business practices, policies and others related to the business of AHC.

I understand that I owe certain duties to AHC including, but not limited to, a duty of loyalty to AHC. I understand that one aspect of fulfilling my duties to AHC is to avoid actual or potential Conflicts of Interest where my allegiance might be divided, or appear to be divided, between a position of responsibility to AHC and another professional, personal, business or volunteer position or responsibility.

To help avoid actual or potential Conflicts of Interest, I am disclosing other responsibilities and affiliations that may create or appear to create a Conflict of Interest with regard to my duties to AHC and I agree to further disclose any such actual or potential Conflicts of Interest that may arise after I complete this form. I invite any further inquiry by AHC that it deems appropriate.

AGREEMENT AND DISCLOSURE:

I have read AHC’s Standards of Conduct and agree to comply with its terms, including those regarding Conflicts of Interest. I understand the definition of Interests in the Standards of Conduct and agree to supplement this Disclosure Form in the event that additional Interests arise. Further, I understand that a violation of these standards, depending on the severity of the violation, may result in oral admonishment, written reprimand, reassignment, demotion, suspension, and/or dismissal, in addition to legal penalties which might apply.

1. Disclosure of business relationships (*e.g.*, an actual or forthcoming compensation arrangement either by contract or employment) with: (1) AHC; (2) an entity with which AHC has entered (or is negotiating to enter) a transaction or arrangement; or (3) an entity that is a competitor or potential competitor of AHC:

2. Disclosure of financial relationships (*e.g.*, a controlling ownership, investment interest, employment relationship or other relationship that a reasonable person would deem to be significant) with or tangible personal benefits from: (1) an entity with which AHC

has entered (or is negotiating to enter) a transaction or arrangement; or (2) an entity that is a competitor or potential competitor of AHC:

3. Disclosure of fiduciary relationships (*e.g.*, Board member or trustee) with: (1) an entity with which AHC has entered (or is negotiating to enter) a transaction or arrangement; (2) an entity that is a competitor or potential competitor of AHC:
4. Disclosure of personal relationships with an individual who has a business, financial or fiduciary relationship:
5. Disclosure of any supplementary income:
6. Suggested means of mitigating any of the situations identified in Items 1 through 5 above:
7. I know of no professional, business or volunteer position or responsibility, including vendor situations, that might give rise to an actual or apparent Conflict of Interest or otherwise impair my ability to make decisions in the best interests of AHC (initial here): _____
8. I warrant that I am not debarred, suspended or otherwise excluded from participation in any state or federally funded programs. I agree to notify the Board and/or CEO, as applicable, if I become debarred, suspended or otherwise excluded from participating in any state or federally funded programs. (initial here): ____
9. BOARD MEMBERS: I warrant that I am not an employee of AHC and that no member of my family (including my spouse or child, parent, brother or sister by blood, adoption or marriage) is an employee of AHC. I agree to notify the Board if I, or any member of my family, becomes an employee of AHC. (initial here): _____

Signature

Date

Printed Name

Title/Position with AHC

Reviewed by Compliance Officer:

Any follow up required (check one): Yes

No

Signature

Date