

## **CNAP Policies**

### **CNAP POLICY: DOCUMENT RETENTION**

CNAP shall retain records for the period of their immediate or current use, unless longer retention is necessary for historical reference or to comply with contractual or legal requirements. Records and documents outlined in this policy include paper, electronic files (including emails) regardless of where the document is stored, including network servers, desktop or laptop computers and handheld computers and other wireless devices.

In order to eliminate accidental or innocent destruction of important documents, CNAP has the following document retention policy:

#### **Permanent Records**

Articles of Incorporation

Audit Reports

CNAP Meeting Minutes

Bylaws

Standing Rules

Operating Principles

List of Financial Accounts (Account Summary)

Correspondence (legal and important matters)

Deeds, mortgages and bills of sales, as well as contracts and leases still in effect

End of Year Financial Statements

Insurance records, current accident reports, claims policies

Property records including costs, depreciation reserves, depreciation schedules

Tax returns and worksheets and other documents relating to determination of income tax liability

Trademark registrations

#### **Seven Years**

Accident reports and claims (settled cases)

Accounts payable

Accounts receivable ledgers and trial balances

Cancelled checks

Contracts and leases (expired)

Expense analyses and distribution schedules

Invoices from vendors

Notes receivable ledgers and balances

Payroll records

Employee personnel records after termination

Sales records

Vouchers for payments to vendors, employees, etc. (including allowances for travel and entertainment)

Comments submitted to state agencies

Signed Confidentiality & Corporate Integrity Policies Statements

## **Two - Three Years**

Applications for employment

Employee personnel records after termination

Insurance policies that have expired

Credit Card/Cash Receipts

Monthly Financial Reports

Misc. Internal reports

Adopted 12-12-09

Revised 2-2-18

## **CNAP POLICY: FINANCE**

### **Applicability**

All executive committee members, CNAP representatives, staff and contract employees are bound by the policies herein, and any deviation from established policy is prohibited.

### **Access to Records by CNAP Contributors**

CNAP allows CNAP Contributors to inspect the following records of the association:

1. IRS Form 990
2. Audited or reconciled financial statements
3. Monthly financial statements
4. Other records as approved by the Board of Directors

### **Accounting Method**

The financial statements are prepared on the accrual basis of accounting. Deferred revenue results from registration fees received in the current period that relate to the following year's activities and programs. It is necessary to end the year with accrual based accounting because it recognizes revenues when they are earned and expenses when payment has been made.

CNAP will ensure that all available means of collecting accounts receivable have been exhausted before write-off procedures are initiated.

If a receivable is deemed a bad debt, the following approvals are required before write-off implementation:

Amounts up to \$500 Treasurer and Executive Director; Over \$500, treasurer, Executive Director and Accountant.

Once a write-off has been implemented, those individuals processing product orders and meeting registrations are to be advised to ensure future credit is not allowed for the person who had the write-off, and to update the master list of bad accounts.

If write-off procedures have been initiated, the following accounting treatment applies:

1. Invoices written off that are dated during the current year will be treated as a reduction of the appropriate revenue account.
2. Invoices written off that are dated prior to the current year will be treated as bad debt.

### **Budgetary Controls**

All new expenditures that are not within the current year budget must be approved in advance as follows:

<u>Position Authorized</u>	<u>Authorized Limit</u>
Treasurer and Chief Executive Officer	up to \$1,000
Chair and Treasurer	up to \$2,500
Executive Committee	up to \$5,000
CNAP Board	over \$5,000

## **Banking**

CNAP will maintain deposits at federal or state chartered financial institutions. All operating funds that are in savings, money market and/or certificate of deposit accounts shall be maintained in a manner that provides FDIC and SPIC coverage for all its funds.

## **Capital Expenditures**

The Executive Committee approves all capital expenditures. Anticipated capital expenditures for any given year will be included in the annual budget.

## **Capitalization**

Property, furniture and equipment in the amount of \$500 or greater is capitalized and recorded at cost. CNAP assets are expensed in the period purchased if these assets cost less than \$500. Assets in excess of \$500 individually and have a useful life will be capitalized and depreciated in accordance with CNAP's depreciation policies.

## **Check Signers**

Persons holding the following positions have the authority to sign checks:

- CNAP Chair
- CNAP Treasurer
- Chief Executive Officer
- Staff designated by the Chief Executive Officer and approved by the Executive Committee

## **Compensation**

While the Chief Executive Officer's service is based on contract, the term of the contract will not be greater than two years. During contract negotiations, the discussions of the financial terms of the contract will be recorded. The justification for the financial compensation shall be provided to the accountant after the contract negotiations are completed. If the Chief Executive Officer is an employee, a record must be kept of the deliberation and discussion regarding compensation during the review of the Chief Executive Officer's contract negotiations if there is any change in the compensation. The justification for the compensation shall be provided to the accountant upon request.

## **Contract Signing Authority**

Only the Chief Executive Officer or CNAP Chair has the authority to sign contracts on behalf

of CNAP. The financial implications of the contract must be included in the association's budget or approved by the Executive Board.

### **Credit/Debit Cards**

The only staff members to have a company credit card will be the Chief Executive Officer and staff designated by the Chief Executive Officer and approved by the Executive Committee. Other persons who may be issued a credit or debit card are the CNAP Chair and Treasurer. The card shall be issued in the person's name and used only for association expenses such as travel, hotel and office supplies. No personal expenses are to be charged to the credit card. All charges will be reviewed by the Treasurer and Chair or Chief Executive Officer.

Cardholder must obtain a receipt for all credit card transactions and submit these receipts to the treasurer before the credit card is due ( 20 days), indicating the purpose/account number for the transaction so that the expense is charged to the correct budget account. If receipts/documentation are not filed the amounts charged are deemed personal, subject to immediate repayment.

If the cardholder permits other staff members to use the credit card for approved purchases, it is the cardholder's responsibility to obtain from them a receipt for the charge.

If reward points are given for credit card purchases, those points are to be used for Association purposes only and not for the personal use of Staff or Board of Directors unless approved by the Board.

### **Depreciation**

Fixed assets other than real property and electronic equipment are depreciated using the straight-line method over a 10-year period. Real property will be depreciated utilizing the straight-line method over a 30-year period. Electronic equipment will be depreciated using the straight-line method over a 3 or a 5-year period, depending on the type of equipment.

Capitalized repairs and improvements will be depreciated using the straight-line method based on an analysis of the time the repair or improvement is expected to improve the property. Fully depreciated fixed assets will remain on CNAP's statement of financial position until they are disposed of or otherwise deemed worthless. Assets will be capitalized in accordance with CNAP's capitalization policy.

### **Fiscal Year**

January 1 through December 31.

### **Financial Audits and Controls**

The Executive Committee shall be good stewards of the financial resources. CNAP should operate in accordance with an annual budget approved by the executive committee. The

Executive Committee should receive financial statements on a regular basis including Form 990, auditor's letters, and finance and audit committee reports.

The financial accounts will be reconciled by a third party who does not have authority to sign checks or have responsibility for bookkeeping and managing financial accounts at least once each quarter. Financial reports are produced at the beginning of each following month (by the 15th). A financial statement is presented at each meeting, but in the absence of regular meetings, no less than once a quarter.

### **Investment Policy**

CNAP will invest available funds in a manner to minimize risk and comply with IRS rules on Non-Profit investments. Investment pools and programs will be rated in the low risk category by the FDIC or comparable organizations or comparable organizations. Interest accrued will be reinvested in the funds and if financial needs require, the dividends will be drawn from first before using the invested funds.

The Chair and Treasurer will serve as an investment committee, along with the Chief Executive Officer and the Accountant as advisors. This committee will bring the investment plan to the Executive Committee for approval. Minor changes in the plan can be made by the committee to maximize return and meet funding needs of the Association. Major changes in the plan will require approval by the Board.

### **IRS Forms: Form 990**

CNAP will allow public access to IRS Form 990. This access will be provided at the association's headquarters at a time mutually agreeable between the organization and the individual requesting the inspection. The Chief Executive Officer must approve any requests for copies made of Form 990.

### **Independent Contractor**

A form W-9 will be secured from all independent contractors and a 1099 will be filed in accordance with IRS requirements.

### **Loans Prohibited**

CNAP prohibits loans to employees and members under all circumstances.

### **Lobbying Expenditures**

CNAP will advise contributors of the non-deductible portion of their contributions (if applicable) by indicating the nondeductible percentage, or if the nondeductible portion is greater than 50%, the deductible portion on the contribution forms.

### **Net Income**

All net income at year end is to be considered a part of the operating reserve fund. Future budgets should include plans to increase reserves until the target goal amount has been reached.

### **Product Sales**

CNAP sells publications. Sales tax will be charged for purchases of products to individuals and/or organizations that are not able to provide an exemption certificate or resale certificate.

### **Reserves**

CNAP's target goal is to have 6 months of annual operating expenses (or budget) in reserves.

### **Additional Information**

For additional information about finance procedures, see the finance section of [CNAP's Standing Rules](#).

## **CNAP ONLINE PRIVACY POLICY**

The Coalition for Nurses in Advance Practice (CNAP) is committed to respecting your privacy. In general, you can visit [cnaptexas.com](http://cnaptexas.com) without revealing any information about yourself. When you choose to register online for a conference, donate online to the organization, or purchase online publications, we collect information as needed to effectively and efficiently fulfill your request. We respect your right to choose to print and mail the requested personal information, rather than disclose it online. We do our best to maintain the accuracy of any personal information you do supply to us.

Any information provided by you will be used for CNAP's purposes only. Your information will not be shared with individuals or other companies [such as direct mail organizations or other third parties] unless required by law. However, CNAP may need to provide pertinent, selected information to third parties that CNAP uses to process online donations and purchases.

Our Web site may provide links to third party sites. Since we do not control those Web sites, we encourage you to review the privacy policies of these third party sites.

### **Security and Quality**

CNAP is committed to taking reasonable steps to protect the individual identifying information that you provide. You can help CNAP update and maintain the accuracy of any personal information you supply by notifying CNAP of any changes to your information, such as phone number, email address, mailing address, and title.

### **Cookies**

CNAP does not use cookies on its Web site. However, our Web site may provide links to third party sites that do use cookies. Since we do not control those Web sites, we encourage you to review the privacy policy of these third party sites.

### **Oversight or Questions**

CNAP welcomes comments and questions on this policy. As stated above, we are dedicated to protecting your privacy and will make every reasonable effort to keep your information secure. Due to the rapidly evolving changes on the Internet, we may update this policy. All revisions will be posted to this site. Questions regarding our policy should be directed to [lynda.woolbert@gmail.com](mailto:lynda.woolbert@gmail.com).

Adopted: 12-12-09  
Revised: 2-2-18

## **CNAP POLICY: CONFIDENTIALITY**

### **Purpose**

To assure that sensitive and confidential information is not shared with individuals who could use this information in a manner that is inconsistent with the best interests of the Coalition for Nurses in Advanced Practice (CNAP).

### **Rationale**

CNAP has information that is proprietary in nature. CNAP Officers, Representatives, Volunteers, Staff and Consultants may require or obtain access to the proprietary and confidential information of CNAP in carrying out their duties. At the same time, it is in the best interest of the Coalition to encourage the free and honest flow of information among those covered by this policy and among the nursing community. Therefore, a policy to govern confidentiality is necessary to both encourage free flow of appropriate information and to prevent irreparable harm that could occur to CNAP and its affiliates by the wrongful disclosure of proprietary or confidential information.

### **Application & Acknowledgement**

This policy applies to CNAP Officers, Representatives, Volunteers, Staff and Consultants (hereinafter referred to as "CNAP Associates"). CNAP Associates will be required to annually sign a Confidentiality and Corporate Integrity Policies Statement acknowledging receipt and agreement to comply with these policies.

### **Policy**

CNAP Associates shall maintain the confidentiality of CNAP's non-public information, including deliberations that are not conducted in open session (hereinafter referred to as "Confidential Information"). Those covered by this policy shall not make copies of, discuss, disclose, or otherwise disseminate, or assist or permit others to copy, discuss, disclose, or otherwise disseminate, any Confidential Information and not to use the Confidential Information for any purpose whatsoever except when authorized directly in connection with their service to CNAP. Confidential Information provided in written or material form to those governed by this policy shall be returned to CNAP upon written request. Furthermore, confidentiality will be in effect during the service of those covered by this policy and at all times thereafter.

Nothing in this Confidentiality Policy shall prevent the disclosure of any information that comes into the public domain, other than as a result of the violation of the terms of this

policy. Confidential Information may be disclosed when required by law, provided that persons subject to this policy give prior notification to CNAP of the intention to disclose.

### **Violations of the Policy**

Each violation shall be considered on a case-by-case basis. A violation of this Confidentiality policy by persons subject to it shall be considered a violation of the standards or rules of CNAP and the then current Procedure for Executive Committee Response to Complaints Regarding Professional Conduct or its replacement shall govern the handling of charges. Claims against the chief executive officer shall be referred to the Executive Committee for appropriate action.

### **Possible Scope of Materials Considered ~~to be~~ Confidential**

"Confidential Information" shall include any items that are announced to be confidential at a public meeting or labeled as confidential in an e-mail. It also includes any items discussed in closed or executive sessions. The following are examples of information that is likely to be confidential.

- Proceedings, votes, discussions or actions of the CNAP Representatives;
- Positions taken or votes cast by individual Officers or Representatives;
- CNAP plans and strategies;
- Confidential and proprietary information as well as non-public, commercially valuable or advantageous information of CNAP business affiliates;
- Reports, views, advice or other communications given or made available to Officers, Representatives, or Volunteers. This includes, but is not limited to communications to Officers, Representatives or Volunteers during or in preparation for Executive Committee and CNAP meetings;
- Candidates for awards (except the names of the winners of such awards, after they have been officially released by CNAP);
- The qualifications, salary or compensation of any CNAP employee, representative, agent or contractor and comments expressed at any CNAP meeting concerning the qualifications of any CNAP employee, representative, agent or contractor;
- The qualifications of a CNAP Officer, Representative, or a nominee for CNAP office and comments expressed at any Executive Committee or CNAP meeting concerning the qualifications of a Officer, Representative or a nominee for a CNAP office;

- Discussions concerning non-public aspects of litigation or lobbying, whether Federal, State, or local, before a court, legislature or administrative body, whether or not the issue relates to CNAP;
- Research projects or research results being conducted or funded by the CNAP, except as published or released for publication;
- CNAP election results (until the results have been officially released by CNAP).
- Any written item labeled, "Confidential," "Not for Distribution," "Draft" or any item labeled in a similar fashion.

Adopted: 12-12-09  
Revised: 2-2-18

## **CNAP POLICIES: CORPORATE INTEGRITY**

Corporate Integrity includes Conflict of Interest, Compensation, Use of Corporate Name or Logo, and Whistleblower Policies.

### **I. CONFLICT OF INTEREST POLICY**

#### **A. Introduction and Rationale**

The Coalition of Nurses in Advanced Practice (CNAP) is a professional association within the meaning of Section 501 (c) (6) of the Internal Revenue Code conducting business and committed to pursuing CNAP's mission in a responsible and ethical manner. Many individuals serve CNAP in a variety of capacities that involve making or influencing significant decisions. Some of these individuals may have or develop personal interests that create a conflict between those personal interests and the interests of CNAP, or could be perceived as creating such a conflict.

(As used in this Policy, "family" refers to a group of persons who consider themselves as family, including those related by blood, marriage, or dependency, or joined together to raise children, or sharing living quarters, whose concern for each other might, or could be expected to, affect their judgment or impartiality.)

Conflicts may arise when the:

1. interests or activities of an individual (or those of a member of his or her family) are competitive with or otherwise adverse to those of CNAP; or
2. individual is in a position to influence a transaction or decision in such a way that it will or might appear to benefit the individual or his or her family member.

Such perceived or actual conflicts can best be addressed and resolved through full disclosure and review by appropriate individuals, together with a process for the approval of business decisions and transactions by non-interested decision makers.

#### **B. Applicability**

This Policy applies to the CNAP Officers, Representatives, and Staff or those appointed by the CNAP Officers, Representatives, and Staff (CNAP Associates).

#### **C. Policy**

1. An individual shall not vote on, influence, or make recommendations regarding a transaction when the individual or a member of his or her family has a Material

Interest (defined below) in an entity or property involved in the transaction or decision.

2. An individual, member of his or her family, or an entity in which one or more of them has a Material Interest may not do business with or compete with CNAP unless expressly authorized by the CNAP Officers.

a. Determining a Material Interest.

For purposes of compliance with C(1) and (2) above and D(1), (2), and (3) below, a Material Interest is defined to exist in, but is not limited to, the following circumstances.

i. an individual and/or member of his or her family having a combined ownership or investment interest of greater than five percent (5%) in an entity or property.

ii. an individual (or family member of his or her family) serving as a director, trustee, officer, partner, employee, consultant, agent, member of the active professional staff, researcher or advisor (whether in a paid or voluntary capacity) of or to an entity (including but not limited to health care providers) other than CNAP.

iii. An individual holding an elected or appointed office or position in a branch of government or in a regulatory agency having authority or jurisdiction over professional associations or providers of medical or advanced practice registered nursing care (for members of the judiciary, areas of conflict of interest will be as defined by the Code of Judicial Conduct):

iv. An individual (or member of his or her family) competing with CNAP in the purchase or sale of property or any property right, interest or service.

3. An individual or member of his or her family shall not accept gifts or other favors under circumstances that might reasonably lead to the inference that the gift or favor was intended to influence his or her decision-making while serving CNAP.

4. An individual shall not disclose or use information of CNAP for personal profit or advantage or use or disclose confidential and/or strategic information in advance of its authorized release.

5. Employment

(i) No Executive Committee member of CNAP may apply for, solicit, or accept employment with CNAP unless, at the time of their application or solicitation, they have resigned from the CNAP Executive Committee and have agreed not to serve in such capacity, or be a candidate for an office, for a period of not less

than two years after the date of his or her resignation. No person who has been an employee of CNAP, or has applied for a position as an employee of CNAP may serve or be a candidate for office of CNAP for a period of not less than two years after the date of his or her date of termination as an employee or the last date on which such person was being considered for employment with CNAP.

(ii) No other person covered by the Conflict Policy (this includes a member of a committee of CNAP) may apply for, solicit, or accept employment with CNAP if the Officer of the Committee on which they serve, approves or participates in the selection of candidates, or development of job descriptions, requirements, duties, responsibilities, salary, or similar aspects for the position unless, at the earliest time of their application, solicitation, or participation in the creation of any staff position (including developing job descriptions, requirements, duties, responsibilities, salary or similar aspects) they have resigned their office in CNAP and have agreed not to apply for, or serve in such capacity, for a period of not less than two years after the date of his or her resignation.

(iii) A person who applies for, solicits or accepts employment with CNAP (whether or not they are selected or are then serving) shall not, for a period of not less than two years after the last date on which such person was being considered for employment with CNAP, be appointed to or be a candidate for election to any Office or Committee staffed by CNAP position for which they were applying if such Officer or Committee approves or participates in the selection of candidates, or development of job descriptions, requirements, duties, responsibilities, salary, or similar aspects for the position.

#### D. Process for Addressing a Potential Conflict

1. Annual Disclosure and Update: individuals to whom this policy applies shall provide annual disclosure of their outside financial and professional interest on the current CNAP disclosure statement. In addition, they shall immediately update this statement at any time during the year that the information requested on the statement changes. Disclosure statements shall be submitted to the CNAP Executive Director. The CNAP Executive Director shall cause a report documenting the results of this review to be prepared for presentation to the CNAP Officers.

2. Specific Disclosure Employee: An employee of CNAP who is in a position to approve or influence a particular transaction or decision in which the employee (or his or her family member) has a Material Interest in an entity or property involved in the transaction or decision, shall disclose without delay the Material Interest to the CNAP Chair for review and resolution prior to any action by CNAP. The CNAP Chair may seek advice from CNAP legal counsel.

3. Specific Disclosure – Officer or Representative: An individual serving as an Officer or a CNAP Representative who is in a position to vote on or influence a particular transaction or decision when the individual (or his or her family member) has a

Material Interest in an entity or property involved in the transaction or decision shall without delay:

- a. Disclose the conflict to the Officer or Committee prior to any action by CNAP;
- b. Not participate in discussion of the transaction or decision;
- c. And abstain from voting on the matter.

The transaction or decision must be approved by a vote of two-thirds of the non-interested Coalition Officers and Representatives present at the meeting. If the transaction or decision is approved, the minutes of the meeting should reflect the reasons that the transaction was deemed to be in the best interests of the affected organization and that the terms are at least as favorable as those which are or would be available under competitive disinterested proposals (It is not necessary in all circumstances to solicit competitive proposals if the relevant terms can be reasonably evaluated without such proposals or if no competitive proposal is reasonably available).

#### E. Violations of the Conflict of Interest Policy

If the Officer or any Committee of CNAP has reasonable cause to believe that an individual subject to this Policy has failed to make a conflict of interest disclosure required by this Policy, it shall inform that individual of the basis for such belief and shall afford the individual an opportunity to explain the alleged failure to disclose. If after hearing the response of the individual and making such additional investigation as may be warranted under the circumstances, the Officer or Committee determines that the individual has in fact failed to make a required disclosure, it shall take appropriate disciplinary and corrective action.

#### F. Records of Proceedings.

The minutes of CNAP meetings will contain the names of the persons who disclosed or otherwise were found to have a Material Interest in connection with an actual or potential conflict of interest, the names of the persons who were present for discussions and votes relating to the transaction or arrangements, a summary of the discussion, and a record of any votes taken in connection therewith.

#### G. Periodic Review.

To promote regulatory compliance, including the avoidance of impermissible private benefit, private inurement, or excess benefit to persons possessing substantial influence over the affairs of the CNAP, the CNAP will conduct reviews as it deems appropriate or necessary of: (i) compensation arrangements; (ii) acquisitions of provider services; (iii) partnership and joint venture arrangements and arrangements with management services organizations.

## **II. COMPENSATION POLICY**

A voting member of any body whose jurisdiction includes approval of individual compensation and who receives compensation, directly or indirectly, from CNAP, is precluded from voting on matters pertaining to that member's compensation.

## **III. USE OF CORPORATE NAME**

The proprietary names, images, and service/trademarks of CNAP must be protected from use by commercial or other outside interests or activities in such a way that CNAP's integrity and reputation might be adversely affected. Therefore, all proposals for use of such names, images, or service/trademarks in outside activities must be allowed under CNAP policies or approved in advance by CNAP's Executive Committee.

## **IV. WHISTLEBLOWER POLICY**

CNAP requires members of the Executive Committee, CNAP representatives, staff, and contract employees/consultants to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

It is the responsibility of members of the Executive Committee, CNAP representatives, staff, and contract employees/consultants to comply with the code and to report violations or suspected violations in accordance with this Whistleblower Policy.

No member of the Executive Committee, CNAP representative, staff, or contract employees/consultant who in good faith reports a violation of the code shall suffer harassment, retaliation or adverse employment consequences. If an individual retaliates against someone who has reported a violation in good faith, he or she is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable individuals to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

CNAP has an open door policy and suggests that individuals share their questions, concerns, suggestions or complaints with someone who can address them properly. The Executive Committee shall address all reported concerns or complaints and work until the matter is resolved.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## CONFIDENTIALITY AND CORPORATE INTEGRITY POLICIES STATEMENT

I received the CNAP policies on Confidentiality and Corporate Integrity (including policies on Conflict of Interest, Compensation, and Use of the Corporate Name). I will comply with these policies, and report any breach of these policies to the CNAP Chair as soon as possible after the breach occurs.

NAME: (please print) \_\_\_\_\_ CNAP Position: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

This form is distributed to each staff member, officer, and official representative of CNAP member organizations upon initial adoption of the CNAP Corporate Integrity Policy and submitted prior to January 1. When completing this form, please consider the following guidelines.

1. Any potential conflict of interest that could result in a direct or indirect financial or personal benefit to an officer, representative of a member organization or staff member must be disclosed in good faith or known to the Executive Committee authorizing a contract or other transaction.
2. All questions as to whether a conflict of interest exists shall be resolved by a vote of the Executive Committee in which the interested individual may not vote.
3. The interested individual may participate in the information-gathering stage of the Executive Committee in which the interested individual may not vote.
4. In connection with all actions taken by the Executive Committee or Board with respect to any of the items in the Conflict of Interest Policy. Each interested person shall disclose to the Executive Committee the material facts about that officer's or representative's interest.
  - a. A contract or transaction between CNAP and one or more of its officers or representatives; and
  - b. A contract or transaction between CNAP and any other corporation, firm, association, or other entity in which one or more of the officers or representatives of CNAP is a director or officer or has a substantial financial interest, affiliation, or other significant relationship.

CNAP officers and representatives will disclose any such common directorships, offices, or significant financial interest, affiliation, or other significant relationship, and abstain from voting on any such contract or transaction. The disclosure shall be duly recorded in the minutes or resolutions relating to these actions.

### Statement

I am aware of the following potential conflict of interest in regard to my position as a CNAP staff member, officer, or representative of a CNAP member organization.

\_\_\_\_\_  
(If none, leave blank)

If I become aware of a potential conflict of interest in the future, I will disclose this potential conflict to the CNAP Chair. I understand that, when in doubt, disclosure is recommended.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_