



PHAC Business Code of Conduct | Confidentiality Statement & Conflict of Interest

This document is designed to secure a commitment of confidentiality and avoidance of conflicts of interest by individuals representing agencies and organizations (PHAC Members) who comprise the Executive Committee of the Continuum of Care (CoC) which is the Portsmouth Homeless Action Consortium (PHAC).

This document does not cover the confidentiality commitment for users of the Homeless Management Information System (HMIS). HMIS Users must sign the HMIS User Confidentiality Agreement document.

Confidentiality Statement

During my work with and as a part of Portsmouth Homeless Action Consortium (PHAC), I may have access to confidential and/or proprietary information and intellectual property related to PHAC or PHAC's member agencies or organizations.

My access to confidential and/or proprietary information and intellectual property is needed to enable PHAC's members, agencies and organizations to fulfill its homelessness-related mission. My use of this information should be limited to this purpose alone.

I agree to the following:

1. Definitions. "Confidential Information" shall include and may not be limited to:
 - a. information relating to PHAC Member's financial, personnel or operational matters,
 - b. information relating to PHAC clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors or business associates and partners,
 - c. all PHAC Member information not generally known outside of PHAC regardless of whether such information is in written, oral, electronic, digital or other form.
2. "Intellectual Property" shall include and may not be limited to:
 - a. all techniques, processes, ideas, technical data, research and development activities, computer programs and designs developed by PHAC Members,
 - b. intellectual Property may be in any form, including yet not limited to, written, oral, electronic, digital or other forms.
3. Survival of Obligations and Enforcement. The obligations under this Agreement shall survive any dissolution of my relationship with PHAC, regardless of the reasons or method of my departure.

I represent that the above restrictions are necessary to protect PHAC Members' interests and operations collectively and separately.

Conflict of Interest (excerpted from PHAC By-Laws)

Members of the CoC/PHAC and its Members shall comply with federal, state and local laws and related regulations. The business of the CoC should be conducted in a manner so as to avoid all conflicts of interest. The program standards for conflicts of interest described by the U. S. Department of Housing and Urban Development's Interim Rule for the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, found at 24 CFR Part 578.95 (available at www.hudexchange.info/) is outlined below:

1. No CoC board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.
 - a. An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or sub-recipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under this part, or when a covered person's objectivity in performing work with respect to any activity assisted under this part is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a recipient or subrecipient participates in making rent reasonableness determinations under 24 CFR Part 578.49(b)(2) and 24 CFR Part 578.51(g) and housing quality inspections of property under 24 CFR Part 578.75(b) that the recipient, subrecipient, or related entity owns.
 - b. Other Conflicts- For all other transactions and activities, the following restrictions apply:
2. No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its sub-recipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
3. On issues in which a CoC Member has a conflict of interest as described above, neither the Member nor his/her delegate may vote. Members may not participate in discussions regarding funding allocation decisions while they are an applicant for that funding. The Chairs of the CoC will be responsible for monitoring the disclosure of members' conflicts of interest.
4. In the event that a matter, which raises a potential conflict of interest, comes before the CoC, the CoC Board, or its' Committees or workgroups for consideration, recommendation, and decision, the Member shall disclose the conflict of interest as soon as he or she becomes aware of it, and the disclosure shall be recorded in the minutes of the meeting.
5. Members found violating the conflict of interest policy or federal regulations will be referred to the CoC Governance Committee. The Governance Committee shall investigate all allegations of

failure to comply with this conflict of interest policy. If a PHAC CoC Member is found to have violated the letter or intention of this conflict of interest policy, the Governance Committee will be responsible for recommending an appropriate response to this breach of policy to the PHAC CoC Board. The Governance Committee may recommend any action, including but not limited to a statement of reprimand recorded in the board minutes or removal from the board or other action. The PHAC CoC Board will consider the recommendations of the Governance Committee and vote on corrective or punitive actions to be administered.

6. Members of the PHAC CoC who also serve on other CoCs will honor the confidentiality of each individual CoC, specifically related to funding strategies and tactics.
7. All Active Members of the CoC agree to sign an agreement of confidentiality at initial membership. Confidentiality Agreements may be amended as needed

I have read and understand this PHAC BUSINESS CONFIDENTIALITY & CONFLICT OF INTEREST Agreement and agree to comply with it at all times.

I affirm that, except as listed below, I have no personal, business or financial interest that conflicts, or appears to conflict, with the best interests of PHAC. I agree to discuss any conflicts listed below with PHAC Co-Chairs and to refrain from participating in any discussions, deliberations, decisions and/or voting related to the matter presenting the conflict until it is determined by PHAC that the conflict is mitigated or otherwise resolved.

Describe any potential conflicts:

_____ representing _____

PHAC Member Name (please print)

PHAC Agency/Organization

PHAC Member Signature

Date

PHAC Representative Signature

Date