

Cincinnati Education &

Research For Veterans Foundation, Inc. DBA “CERV”

Policies and Procedures

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**CINCINNATI EDUCATION & RESEARCH FOR VETERANS FOUNDATION, INC. (CERV)**

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**CINCINNATI EDUCATION & RESEARCH FOR VETERANS FOUNDATION, INC. (CERV)**

**POLICIES AND PROCEDURES**

**I. Nature of CERV**

The Cincinnati Education & Research For Veterans Foundation, Inc.(“CERV”) is a 501c3 non- profit corporation that was established in 1991 as Cincinnati Foundation for Biomedical Research and Education (CFBRE) by Congressional mandate. In the Spring of 2014 the Foundations name was legally changed to CERVThe purpose of CERV is to facilitate research and educational activities involving patients, database, personnel, and facilities at the Cincinnati Veterans Affairs Medical Center (CVAMC). CERV provides researchers and educators with assistance in grant application, management, accounting, compliance, insurance, human resources, equipment purchase and maintenance. CERV can sign contracts with government and other entities, such as drug companies for exchange of funding or services. CERV operates under the guidance of its Board of Directors (the Board) which observes the CERV Bylaws and all of the legal authority cited in the Bylaws.

**II. Management of Funds**

**2.1 Policies for Acceptance of Funds**

CERV may accept funds in the form of grants, agreements or gifts from government or private non-profit agencies engaged in the research and/or education in medicine; from commercial organizations involved in the development of new drugs and devices or in medical research and/or education; from honoraria or consultant’s fees obtained elsewhere; from personal contributions by the public or CERV members; or from groups or individuals to defray the cost of biomedical research, scientific meetings, teaching, training, or other legitimate academic functions.

All payments must be made payable to the Cincinnati Education & Research For Veterans Foundation, Inc.(CERV)**,** not individuals. No funds may be accepted unless they are made payable to CERV.

**2.1.1 Funds From and To CVAMC**

38 U.S.C. Section 4162 allows funds donated to the CVAMC’s General Post Funds for general VA research purposes to be transferred to CERV. Funds donated to the General Post Funds for a specific research project may be transferred to CERV with the consent of the donor. CERV shall document any such transfer of funds to appropriately account for all funds received and the purpose to which such funds will be applied.

If the CVAMC is currently administering a Government Grant, two letters must be sent to the granting agency. One letter from the CVAMC stating that they are willing to release the grant to CERV, and one from CERV stating that they are agreeable to administering the grant.

**2.1.2 Administrative Overhead Fee / Indirect Costs**

An Administrative Overhead Fee, or called an Indirect Cost, is collected for each research project. The Indirect Cost Rate (Indirect Cost divided by Project Cost) will be determined by the Board annually. In certain special cases, the Administrative Overhead Fee/Indirect Cost for Industry Sponsored Studies may be adjusted or waived at the discretion and at the direction of the Board. The current Indirect Cost Rate is assessed at 26% on all deposits made to CERV except

a) a previous rate is grandfathered;

b) a new rate is negotiated with DoD/NIH/HHS; or or other Government Grants.

c) a different rate is otherwise determined on an individual basis as approved by the CERV Board of Directors.

Investigator planning to apply for non-VA federal grants must contact the Executive Director/CEO or Program Manager for budgetary review and must include the current Indirect Cost Rate in the grant submission.

**2.1.3 Donations**

All donations must be made payable to the Cincinnati Education & Research For Veterans Foundation, Inc.(CERV), not to any individual. Any donation made payable to an individual shall be returned to the donor. Any donation not accompanied by a donation letter shall be acknowledged in writing by CERV. Such acknowledgment shall include the purpose to which CERV will apply the donation.

Funds donated in support of a research/education project can be accepted only if the Principal Investigator (PI) / Project Leader (PL) holds an appointment at CVAMC. Such donations can be in support of specific research/education projects or of a specific PI’s/PD’s general research/education needs. If a donor letter does not accompany the funds, CERV will send an acknowledgement letter that outlines the intended use for the funds.

When accepting a contribution from a person who may be in a position to exert influence over use of the funds, CERV will allocate the contribution to a general account in support of

research or education performed at CVAMC. All expenditures from this account is subjected to deliberation and decisions made by the Board collectively, with special care taken to ensure that there will be no more than an incidental personal benefit to the donor(s) to this fund

**2.1.4 Honorarium**

If an investigator or other recipient of an honorarium wishes to make a donation to CERV, that person should accept the payment personally, pay the applicable taxes and then make a

personal charitable donation to CERV. CERV will deposit such contribution to a general account, not to an individual’s. The donor may travel using CERV funds rather than the individual’s for approved meetings.

**2.1.5 Financial Loans**

No financial loans may be made to any Director, Officer or staff member of CERV, nor to any research personnel for any purpose.

**2.2 Deposit and Interest of Funds:**

Check Receipt and Deposit: All funds and checks received by CERV are to be entered into the automated accounting system, applied to open unpaid invoices or as sales receipts and deposited within five (5) days of receipt. All checks received by CERV must be approved and dated by the Executive Director/CEO or Program Manager prior to deposit. Undesignated funds contributed to CERV should be deposited into the Administrative Account.

2.2.1 Customer payments will be received and approved by the Executive

Director/CEO or Program Manager.

2.2.2 The accountant/Finance Manager will match and pull paid invoices from the Open Invoice Binder, enter into the accounting system (QuickBooks) and file in the contract/account file.

2.2.3 Weekly, the accountant/Finance Manager will review the Morgan Stanley or applicable bank account online to determine if any Customer Invoice Payments have been made via EFT, and complete the same procedures as in #2 above.

2.2.4 Unbilled Customer payments received as checks and, or EFT’s will be approved by the Executive Director/CEO, entered as Sales Receipts into QuickBooks and filed in the appropriate contract/account file.

2.2.5 After entering payments received into QuickBooks, if applicable, the checks are restrictively stamped, a deposit slip completed with the check number, amount and invoice number paid. If the check is a sales receipted check, the invoice number will be the sales receipt number assigned by the system. The deposit slip and check(s) are then mailed to the Morgan Stanley PO Box on the deposit slip within 5 working days of check receipt.

2.2.6 The accountant/Finance Manager will verify receipt by Morgan Stanley when

completing the monthly bank reconciliation.

2.2.7 Monthly Interest Income credited to the Morgan Stanley account will be entered as a summary journal entry into QuickBooks from the Monthly Morgan Stanley account statement.

Undesignated funds contributed to CERV should be deposited into the General Administrative

Account.

All funds are to be deposited into an appropriate, federally insured, interest-bearing account(s) in the name of the Cincinnati Education & Research For Veterans Foundation, Inc.. Funds will be managed so as to maximize earned interest.

Interest generated on the money deposited in CERV accounts by investigators is not returned to their individual sub-account, since any interest made from these deposits will be used to defray operating costs.

**2.3 Policies for Use of Funds**

Funds on deposit may be used for research or education activities. Supporting documentation must accompany any request for use of funds. Funds donated in support of a research or education project may be expended only after the Research & Development Committee (R&DC) approves the specific research for activation.

The following principles apply for all uses of CERV funds:

1. The intent of the donor, sponsor, or grantor must be honored.

2. The budget must be followed.

3. Sufficient funds must be available in the respective account to cover costs.

4. A research rationale must be provided for each research-related purchase; while the expense for education activities must be within the scope of the approved proposal.

5. All purchases must be reasonable and necessary for the performance of the task, as well as allowable and allocable under the terms and conditions set forth in the grant.

6. Purchases that provide personal benefit beyond fringe benefits are not allowed, nor are purchases that may give the appearance of a conflict of interest.

7. CERV is exempt from federal and state sales and excise taxes. Please make sure that sales tax is not charged.

8. No expenditures will be authorized for donations to organizations engaging in general charitable or other philanthropic activities unrelated to research/education conducted at CVAMC.

9. The Executive Director/CEO and the President of the Board are the final officials to determine the commitment of CERV expenditure.

Specific accounting policies and procedures for expending purposes will be detailed in Section

IV of this document.

**2.4 Reimbursement of CVAMC Services**

Specific medical center costs incurred for clinical/diagnostic/support services provided solely for the purpose of obtaining data on patients in a funded study, exclusive of routine patient care, should be reimbursed. Such reimbursements should be made from the appropriate research activity account. Reimbursable services may include, but are not limited to: Radiology, Laboratory, Pharmacy, and specific sections of Medicine and Neurology. Projected Medical Center costs that may be generated beyond normal patient care are to be budgeted by the PI and reserved for payments against bills of collection from CVAMC.

**2.5 Annual Budget and Financial Reporting:**

The Executive Director/CEO will present last year’s financial reports and the budget for the new year to the Board for approval in the beginning of the year. The CERV Fiscal Year is October 1 – September 30. After the annual budget has been approved by the Board of Directors and adopted by the organization, any reclassifications or additional line item requests must be reviewed by the Finance Committee and approved by the Board of Directors.

The ED/CEO and Finance Committee Chair will report to the Board on a quarterly basis with explanations of large variances, year to year comparisons and on or off budget tracking comparisons with narratives. Each Board Member will be provided with documentation for the report and variances explanations,

2.5.1. Classification of Net Assets

Temporarily Restricted Net Assets are those funds which are designated for a specific researcher or building project and can only be spent by that researcher on their identified project or for the identified building project. Temporarily restricted net assets are subject to donor-imposed restrictions. These stipulations may or will be satisfied through actions of the organization and/or the passage of time.

Investments consist of certificates of deposit through Morgan Stanley CERV’s financial advisor. Certificates of deposit are renewed on the anniversary date via telephone transaction between the Executive Director/CEO and the Financial Advisor. The CERV Finance Committee and Board of Directors review the updated listing of investments at each quarterly meeting.

**III. Management of Projects**

**3.1 Project Initiation Procedures**

**3.1.1 Prerequisites**

The following criteria must be met prior to initiating a CERV administered project or to accepting project related funds:

1. Fully executed agreement between CERV and sponsor;

2. Approval of the CVAMC R&DC and subcommittees (IRB, IACUC and Research

Safety);

3. Budget Review.

R&DC submission packets that include forms, requirements, and procedures may be obtained the CVAMC Research Service Office.

**3.1.2 Research Agreement**

The PI/PD should not sign nor finalize negotiations on any portion of the agreement until concurrence is achieved by all parties.

The following information will be needed for each agreement:

1. Sponsor's Name;

2. Business Address;

3. Contact Person;

4. Telephone and Fax Numbers;

5. E-mail Address;

6. Title of Study/Project;

7. Copy of Study Budget (including all administrative/compliance overhead fees.)

**3.1.3 Compliance Assurance**

The PI/PD and/or Research/Project Coordinator must schedule an appointment with respective committees and then with CERV to review the protocol and the medical procedures (including CPT codes) involved in conducting the study. If the research project involves human subjects, the PI is required to provide CERV with a completed Assessment of Clinical Impact form, which outlines the obligations of the study to CVAMC. The meeting is to determine procedures considered above the standard of care and reimbursement of costs to CVAMC.

For industry sponsored clinical trials, a Cooperative Research and Development Agreement (CRADA) template will be used during negotiations with sponsors and collaborators for clinical trials conducted at CVAMC.

For animal and laboratory studies, research agreements with sponsors must be submitted to

CERV for review.

Prior to initiating the protocol, a Clinical Impact Form must be completed to reimburse CVAMC for patient care costs incurred specifically for the research project, such as Inpatient Medicine and Outpatient Services, using rates agreed upon by CVAMC and CERV.

**3.1.4 Individual Account Budget**

The budget associated with the proposed project must be submitted to CERV for approval as part of the clinical trial agreement concurrence.

**3.2 Account Management**

**3.2.1 Opening of An Individual Investigator Account**:

After a grant is awarded, researchers and educators who wish to open an account in CERV inform the Executive Director/CEO with the name of the study, sponsor contact, grant obligation and schedule. Payments to be deposited into their individual accounts should have their name and account number included on the document. Checks that arrive in the mail from outside funding agencies must have some form of identification attached so that it is clear to what account the check should be deposited.

**Procedures for Accounts to be set up in QuickBooks and CERV QuickBase and entered on the Study Log**

1. Investigator/Name of Study (Acronym)/Sponsor

2. Restricted or Unrestricted

3. Start date (if known)

4. Protocol name (for the Study Log S:\Research\admin\CERV Files\General)

5. Government or Non-Government (Industry or Foundation)

6. Billing address/contact

7. Duration of project (if known)

8. Coordinator name

9. Primary/Secondary email addresses for study reports

10. Overhead %

11. Cash accounts needed

a. Study subject stipends b. Supplies

c. Conferences, meetings

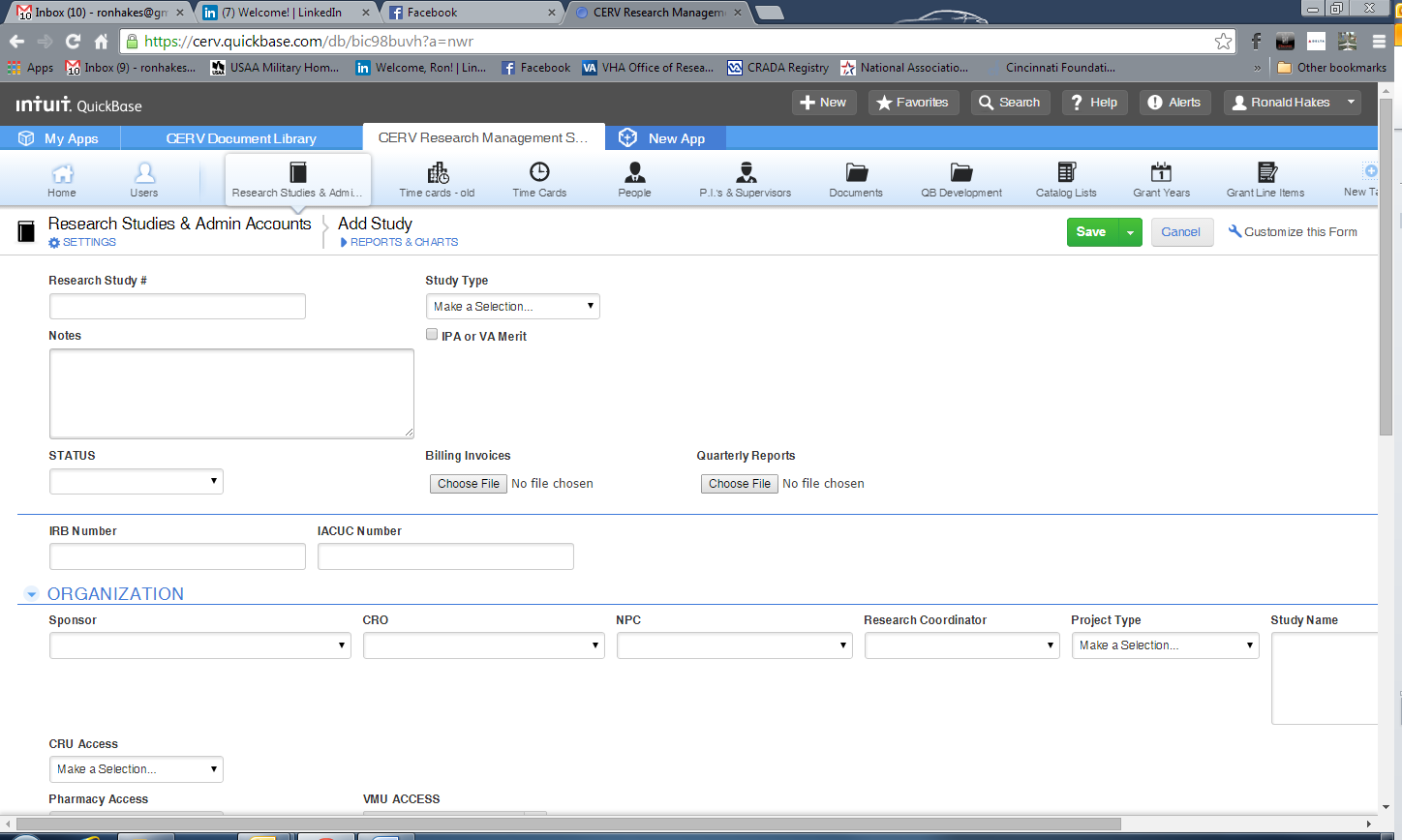
d. Travel

12. Payment terms

13. Accountant/Finance Manager will assign a Study number from Chart of Accounts

(maintained in General file S:\Research\CERV\Dienger Files\General)

14. Accountant/Finance Manager will set up accounts as indicate in 11 above in QuickBooks



15. Study contract or grant documentation will be filed in the account folder

Account files will include:

1. Grant or CRADA

2. IRB and R&D Approval letter

3. Copies of invoices and payments

**3.2.2 Regular Review of Financial Conditions**

CERV will regularly update the PI through the Study Coordinator or via CERV QuickBase of each project account, and meet with responsible parties if needed. The budget will serve as the basis for regular financial reviews.

**3.2.3 Accounting Policies and Procedures**

Please see details in Section IV.

**3.3 Project Close-out/Phase-out Procedures**

**3.3.1 Pre-maturely Terminated Projects**

In the event of a prematurely terminated project or other event requiring the withdrawal of funds in support of a project, a Notice of Intent to Withdraw Funds should be provided by the responsible PI/PD to the Executive Director/CEO of CERV as soon as possible.

Any remaining funds may be transferred to an unrestricted account. PIs/PDs should follow these steps to move any funds to an unrestricted account:

1. Inform the CERV that the project is terminated or finalized;

2. If the project is a clinical trial, complete Clinical Trial Closeout Checklist;

3. Provide CERV with any pending bills or commitments;

4. Certify that CVAMC has been reimbursed for any ancillary tests;

5. Certify that no funds are due the Sponsor.

**3.3.2 Uncompleted Project**

In the event that a PI/PD dies or becomes unable to continue with an active, funded, research project being administered by CERV, the Executive Director/CEO is responsible, in coordination with the Research Service, for contacting the donor of the funds to work out the details of either continuing the project under the purview of an alternate investigator, or phasing out the study and returning to the donor the balance of funding which may be available in accordance with an existing contract or expressed desire of the donor. In the event that a PI/PD dies or leaves with no active project and no donor obligations remaining, then any funds being held in the investigator’s name become available for use by CERV.

**3.3.3 Regular Project Termination**

When a project is finalized or terminated, the PI/PD must give CERV and the CVAMC Research

Service Office a written letter and a copy of the reports the PI/PD filed with the funding agency.

If a PI/PD leaves CVAMC, the distribution of any and all remaining project funds and equipment will be determined by the Board.

If the PI/PD transfers to another VA Medical Center and wishes to move the project to another VAMC-affiliated nonprofit corporation, a letter must be received from the new corporation requesting the transfer and advising that they will accept responsibility for the research project, funds and equipment.

**3.3.4 Transfer of Resources**

Transfer of Funding: When a PI/PD no longer holds a staff position at CVAMC, the PI/PD ’s residual funding deposited in CERV accounts, and any equipment purchased with CERV funding, will remain the property of CERV.

The Board may approve a transfer of part or all of the funds and equipment to another 501(c) 3 non-profit entity, or a similar nonprofit corporation. IRS regulations prohibit non-profit corporations from transferring corporate property to private ownership or a for-profit organization.

If the board approves the transfer of such equipment, then the Executive Director/CEO will initiate correspondence identifying the equipment being transferred and the basis of the transfer. Acknowledgment in the form of a letter must be obtained from the receiving organization advising that it will accept the research project, the funds and the equipment, before the transfers may be initiated. In such cases, the PI is responsible for the shipment of any equipment including cost of shipment, to the new corporation.

Sale of any equipment must first be approved by the CERV Board of Directors. Proceeds from any sale will be deposited into the CERV administrative account. CERV will retain physical possession of all equipment that is not transferred until such time as it is redistributed to appropriate CERV members, or to an affiliated VAMC facility. Consideration will be given to the requests of the PI who purchased the equipment, if such requests meet legal requirements and established policies.

**3.3.5 Inactive Accounts**

Inactive accounts (those with no activity for a continuous 12 month period) will be reviewed by the Executive Director/CEO, and subsequently the PI/PD of the account will be asked to provide a plan for utilization of the funds within 30 days of receipt of the memorandum. If the PI/PD fails to respond, then the Board reserves the right to contact the sponsor to return the funds, or absorb the funds into the general account. If CERV finds that the PI/PD has left the institution and failed to leave closeout information, the Board reserves the right to dispose of the funds in a fashion which benefits the mission of the CERV.

**IV. Accounting Policies and Procedures**

**4.1 Administrative and Project Accounts:**

**4.1.1 Administrative Accounts:** The Executive Director/CEO is responsible for all administrative accounts. All expenditures from CERV operating funds must be limited to those which further the purpose of CERV. This includes expenditures for equipment and personnel, HR services, supplies, subscriptions, education, meetings and travel.

All CERV checks under $100 may be signed by a designee of the Executive Director/CEO; as long as such employee is a Manager level/exempt status employee of CERV. Checks $100.01 and/or up to $10,000 may be signed by the Executive Director/CEO or the President. Checks of $10,000 or more must be co-signed by the Executive Director/CEO and the President; or in the absence of either, one of two authorized Board members.

Credit cards may be issued to the Executive Director/CEO, the Board President, and designated staff to be used for legitimate CERV business. All credit card expenditures should be pre-approved or ratified with explicitly documented purposes and original receipts.

**4.1.2 Research Accounts**: PI/PDs are responsible for their individual project account/s. All requests for expenditures must be made and approved by the PI/PDs or designee, and consistent with the budget of the respective account. If the Executive Director/CEO reviews a proposed expenditure and deems it inappropriate, the PI/PDs may seek review by the Board

for final disposition. All disapproved requests will be retained in the CERV project files as evidence of review and disapproval for future audits.

Should the President deposit funds into CERV for a research project under his direction, the expenditure of those funds will be reviewed by the Executive Director/CEO or a designated Board member.

**4.2 Restricted and Unrestricted Accounts:**

Separate accounting shall be kept of unrestricted and individual restricted funds.

**4.2.1 Unrestricted Accounts:** Unrestricted accounts are those established to support the administration of CERV. All unrestricted gifts, grants or bequests shall be considered available as corporate operating funds unless appropriated by the Board for a specific purpose. All expenditures will be reviewed after the fact by the Board on a regular basis.

**4.2.2 Restricted Accounts:** Individual accounts are established for PI/PDs to support research related to specific projects, which have been approved by the R&DC and its appropriate subcommittees including the University of Cincinnati IRB if appropriate.

All expenditures must be approved by the Executive Director/CEO.

PI/PDs shall be provided financial statements, at least quarterly, as to the status/balance of their research account(s). Access to financial statements are delivered via the CERV QuickBase Account page or sent to the PI from the CERV Program Office.

**4.3 Accounting Principles and Procedures**

Inspector General Oversight: The programs and operations of CERV are subject to the scrutiny and review of the CVAMC Inspector General. CERV will follow the list of suggested audit procedures in the OMB publication #1171, “Compliance Supplement for Audits of Institutions

of Higher Learning and Other Non-Profit Institutions."

Financial statements for CERV will be presented on the accrual basis in order to conform to the American Institute of CPA’s Generally Accepted Accounting Principles, but the underlying books and record keeping may be kept on a cash basis.

The safeguarding of assets and the reliability of financial records are the primary objectives of

CERV’s internal accounting controls. An internal accounting control system over revenues and

expenses, including comparisons with approved budget estimates, will be established and maintained.

Cash Disbursements and Check Writing Policies

CERV prints vendor checks, expense reimbursements and study subject reimbursements (via check or CERV Gift Card System with Payoneer, Inc.) on an as needed basis. Twenty-four hour advance notice is the minimum requirement for requesting payments. Checks are prepared by the CERV Accountant/Finance Manager and signed by the Executive Director/CEO, Board President or another authorized signer.

Check requests and CERV Debit Card for study subject reimbursements must have a W-9 attached with the first request for each subject. Each request should also state the study name and CERV account number.

Expense reimbursements for travel must be accompanied by the appropriate CERV form and signed by a supervisor. The Travel Reimbursement Form indicates which items require original receipts.

All supporting documentation is attached to the corresponding check prior to forwarding to the check signer. The check stub and documentation are filed in the CERV office.

Voided Checks and Stop Payments

Checks voided due to processing errors are recorded in QuickBooks and are clearly marked VOID. Study subject reimbursement checks are voided when subjects do not keep their scheduled appointments. These are recorded in QuickBooks and are clearly marked VOID. The voided check is then filed with all other paid Accounts Payable vouchers in sequential check number.

Stop payment orders may be made for checks lost in the mail or other valid reasons. Stop payments are processed by telephone instruction by accounting personnel with this authority. The check is voided in QuickBooks and a journal entry is made for any related bank fees.

**Accounts Receivable Management**

On a monthly basis, the CERV Accountant/Finance Manager will reconcile a detailed accounts receivable report showing aged/outstanding invoices by customer to the general ledger. The Executive Director/CEO will review the aging report and follow up on outstanding invoices with the University of Cincinnati. The CERV Accountant/Finance Manager will follow up with outstanding VA invoices.

Collections are performed on a monthly basis, according to a review of the outstanding items shown on the accounts receivable aging report.

Customers with unpaid balances over 30 or 60 days receive a phone call and a statement. Notes about the phone call are kept in the account file.

Occasionally, credits against accounts receivable from transactions other than payments or bad debts will occur. Returned products and adjustments for billing errors are examples of these types of credits. Credits and adjustments to accounts receivable are approved by the Executive Director/CEO.

Accounts Receivable Write-Off Authorization

Prior to beginning write-off procedures, all means of collecting accounts receivable will be exhausted. If an account receivable is deemed uncollectible, the Executive Director/CEO will approve the write off. Documentation on the progress of collections will be maintained and the transactions will be recorded in QuickBooks.

Back-up of Accounting Data: To protect against the loss of accounting data, CERV's accounting files are copied onto the CERV Share Drive every time a file is saved.

Audits: CERV will be audited annually. Auditor service fees must include the statement that it is based on an audit acceptable for the Federal OMB agency.

Capitalization: All depreciable assets (equipment) purchased with CERV funds for permanent long term use with a cost over $5,000 will be capitalized using standard accounting methods. Capitalized assets will be reflected on the balance sheet reviewed by the Board. See Section

4.7.3.

Reconciliation: CERV will reconcile the bank statements monthly. Reconciliations are reviewed by a CERV Advisory Board Member or the Board Treasurer.

**4.4 Personnel Payment**

**4.4.1 Payment for CVAMC Personnel**: Any CVAMC employee, including CERV officers, may not work for pay from CERV on government time. Any salary earned as CERV employees must be for hours worked outside their CVAMC tour of duty performing duties other than their usual and customary CVAMC work. A CVAMC employee may not receive pay from a non-governmental source at the direction of the employee’s Federal supervisor for services performed off-duty which are part of his official duties (O.G.C. Advisory 10-91 dated February

11, 1991). A time card for each employee must be submitted to CERV.

**4.4.2 Payment for Consultant Services**: Payment for consultant services will be made upon completion of the contract as a whole or as sections of the contract come due. The consultant must invoice the PI/PD as well as submit a progress report or summary, which the PI/PD attaches to the CERV form “Payment for Contractual Services."

**4.5 Payment for Professional Memberships and Subscriptions**

CERV funds cannot be used to pay professional licensure payments or the costs for CME credits. Professional societies that are general in nature and not specialty driven are not allowable expenses. For research oriented memberships, the organization must have a research focus demonstrated by provision of a research journal(s) and/or scientific meetings.

Payment of such memberships is predicated on the membership providing a journal or other subscription that would be at a much higher cost to non-members.

Educational subscriptions must show a benefit to CVAMC or CERV employees or to CVAMC patients. Prior approval is required for educational memberships/subscriptions without research relevance.

The PI/PD must complete a payment request indicating in what way the particular publication or subscription impacts on the specific research project.

All dues and subscriptions must list the address of the CERV. Subscriptions to journals and other publications cannot be sent to the PI/PD’s home or to another location.

**4.6 Subject Payment**

PI/PDs requesting payment to a subject/patient for his/her participation in research activities must have the subject/patient file a tax form upon entering into the study. The PI/PD must provide CERV with such tax information for the submission to the IRS and the subject/patient.

The Study Subject Payment Request Form or request via the CERV QuickBase system is used to pay the subject/patient for any agreed upon payment for his/her participation in the study. This form must reach CERV at least one day before a CERV check is cut or a CERV Gift Card is issued.

**4.7 Supplies and Equipment**

**4.7.1 General Purchase Procedures**

Supplies and equipment in support of research activities such as chemicals, animal, laboratory and office supplies, etc., may be requested by the PIs by submitting the appropriate paperwork to the CERV accountant/Finance Manager. Purchase requests must be submitted to CERV, preferably on the CERV Quickbase system or CERV purchase order forms. Other purchase order forms may be accepted if approved by the accountant/Finance Manager.

Acquisition of any equipment that requires space, utilities or other resources not available in

the PI/PD’s assigned research space must be reviewed by the R&DC and Research Service prior to placement of the order.

PI/PDs should also advise CERV of any significant equipment purchase prior to placing the order to assure sufficient funds are available.

CERV accountant/Finance Manager reviews paperwork for appropriateness and to ensure all items are filled in properly. The Executive Director/CEO and/or accountant/Finance Manager reviews and approves all purchases. If the Executive Director/CEO deems a proposed expenditure inappropriate, the requestor/PI/PD must be informed. The PI/PD may seek review by the Board for final disposition. All disapproved requests will be retained in the CERV

project files as evidence of review and disapproval for future audits.

Upon the Executive Director/CEO’s approval, the accountant/Finance Manager orders all items. Supplies, equipment, and needed services may be purchased on the open market. The PI/PD reviews orders and returns the packing slips to the accountant/Finance Manager as verification of receipt. Payment is made after deciding the receipt matches the invoice.

**4.7.2 Purchase of Special Supplies and Equipment**

**4.7.2.1 Radioactive Materials**

Any radioactive materials ordered must be covered under the site license, have the PI/PD’s authorization, have full approval by the R&DC and be approved by the Radiation Safety Officer (RSO) at the CVAMC. Every order of radioactive substances should clearly specify that delivery should be to the RSO. The RSO must be notified of the PI/PD’s name, isotope, quantity, and expected delivery date.

**4.7.2.2 Laboratory Animals**

After obtaining the approval of the R&DC, the Institutional Animal Care and Use Committee (IACUC), and the Subcommittee on Research Safety, the PI/PD must seek the Veterinary Medical Unit (VMU) Supervisor’s approval in advance any animal orders to be delivered. This step is necessary to assure that only animals following IACUC approved protocol are ordered, that an acceptable vendor is used, that space and caging are available, and proper reception and care are ready when the animals arrive.

The Animal Component of Research Protocol must be submitted to CERV ahead of time, along with the Animal Request Form which includes the following information:

PI/PD and CERV Account Number, IACUC Protocol Number,

Vendor information, Species of Animal Strain, Quantity, Age, Sex, Weight,

Any special housing or care instructions, Date of Arrival,

Contact person and phone number.

The IACUC reviews all studies involving the use of animal subjects. The animal research program and facilities must be accredited by the American Association for Assessment and Accreditation of Laboratory Animal Care, and registered with the U.S. Department of Agriculture. A current assurance must be on file with the NIH Office for Laboratory Animal Welfare, with CERV identified.

Within the requirements of the law, and in order to eliminate duplication of registration, review and reporting activities, any animals purchased by CERV for the purposes of research are immediately upon receipt donated to, and become the property of, CVAMC.

CERV utilizes CVAMC resources for such activities as handling and removal of medical and laboratory waste, including radioactive materials and other hazardous or controlled materials. In order to ensure conformance with requirements of the law and to eliminate duplication of

activities, all expendable supplies purchased by CERV that are to be used in CVAMC research laboratories for approved research and educational activities are immediately upon receipt donated to, and become the property of, CVAMC.

**4.7.2.3 Electronic Devices**

CERV funds may be used to purchase desktop and notebook computers, or other specialty devices such as digital cameras for use in or support of approved research and educational activities.

CERV research monies may be used to purchase hardware accessories for CVAMC-purchased research/education equipment so long as attachments are external can be identified and removed. In the rare instance where internal attachments to CVAMC equipment are required, such attachments must be donated to the CVAMC and CERV will lose all rights to any part of the equipment.

Computers purchased with CERV funds that are not related to federal awards may later be donated to the CVAMC for use on the CVAMC network if required.

CERV computers may not be used to store CVAMC sensitive data and may not be linked to the CVAMC network

**4.7.3 Equipment Inventory, Maintenance, and Depreciation:**

Equipment is any depreciable asset purchased for permanent long term use. All purchased equipment is to be inventoried and tagged with an Official CERVs, property tag annually for location and condition. The updated records will be maintained in the CERV office. Equipment purchased with CERV funds must be tagged with a CERV property tag and registered with CVAMC as non-government equipment on loan to CVAMC.

All equipment purchased by CERV must be maintained using CERV funds. CERV funding may be used to repair CVAMC equipment if the PI has no CVAMC funds but continues to use CVAMC equipment in support of approved research funded through CERV.

CERV may obtain an insurance policy on its equipment. Each investigator purchasing equipment with CERV funds may elect to add such equipment to the policy.

Equipment purchased with CERV funds will be classified according to the depreciation policy as defined below:

1. Any durable, non-expendable items with an acquisition cost of $5,000 or more with a useful life of more than a year will be considered as a fixed asset. Fixed assets will be depreciated using the straight-line method at a term which is appropriate to the specific asset within a range of five to ten years. Expenditures for major repairs and improvements that extend the useful life of an asset will be capitalized, whereas expenditures for minor repairs and maintenance costs are expensed when incurred.

2. Durable items purchased for less than $5,000, but greater than $2,000 will be listed on

the CERV inventory and affixed with a CERV property tag, but will not be depreciated as fixed assets.

3. A durable item purchased for less than $2,000 will not be tagged or listed as inventory.

**4.7.4 Equipment Distribution and Loaning:**

Available equipment owned by CERV will be distributed to staff within the local facility for use in their scientific or educational programs in the following order:

1) PI/PDs maintaining accounts administered by CERV,

2) CVAMC PI/PDs supported by VA research funds,

3) Other CVAMC Research Service professional staff.

Assignment of available equipment will be based on written justification of its need for research, education or patient care purposes, in accordance with the mission of CERV.

Any equipment purchased by CERV may be loaned to a PI/PD, or another entity in support of research/education projects. Loans must be renewed and approved on an annual basis. When the loan period is completed, the recipient may request an extension or return the equipment to CERV.

**4.8 Purchasing Orders**

Orders for individual purchase must be placed by a PI/PD or an authorized designee. PI/PDs may give signature authority on their CERV accounts to individuals they designate. The authorization may include dollar limits on the purchasing authority. CERV will periodically review the signature authority on each PI/PD's account/s.

A CERV or other purchase order (PO) is required for all purchase requests. An authorized signer on the CERV account must sign the PO and/or provide approval of the purchase order in the CERV QuickBase system. The signed and/or approved PO serves as authorization for payment by CERV upon receipt of the invoice from the vendor.

CERV is the "bill to" party and the mail address is

CERV

3200 Vine St., ML 151

Cincinnati, OH 45220-2213

CERV will establish and approve new vendor accounts in advance of the purchase. PI/PDs should provide CERV with new vendor information.

The PI/PD or designee should verify receipt of complete order, and inspect for damage, defects or other errors. Contact CERV immediately with any discrepancies with the ordered items that will affect the invoice. This process will serve as documentation to verify discrepancies between items ordered, items shipped and items invoiced.

The recipient must initial and date the packing slip from received items and send it to CERV. If a packing slip was not included with the items received, then the Packing Slip Replacement Form must be completed. CERV will not pay an invoice without first receiving the corresponding packing slip or Packing Slip Replacement Form.

CERV will issue payment for the order upon receipt of the vendor invoice matching the authorized PO and packing slip.

**4.9 Record Retention**

CERV retains 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 e-mail) and voicemail records regardless of where the document is stored, including network servers, desktop or laptop computers and handheld computers and other wireless devices with text- messaging capabilities.

In accordance with 18 U.S.C. Section 1519 and the Sarbanes Oxley Act, CERV will not knowingly destroy a document with the intent to obstruct or influence an investigation or proper administration of any matter within the jurisdiction of any department agency of the United States or in relation to or contemplation of such matter or case. If an official investigation is underway or even suspected, document purging must stop in order to avoid criminal obstruction.

CERV follows its own retention schedule in regard to disposal of federal/VA records held by CERV when the record is a copy of a VA record. VA records are defined as those records created, accepted, or collected by or on behalf of an agency. Records determined by CERV to be VA records are retained in accordance with VA policies and are disposed of by shredding them with a cross-cut shredder or by turning them over to VAMC personnel for retention and disposal.

In order to eliminate accidental or innocent destruction, CERV has the following document retention requirements:

|  |  |
| --- | --- |
| **Type of Document** | **Minimum Best Practice**  **Requirement** |
| Accounts receivable & payable ledgers & schedules | 7 years |
| Affirmative Action Plan\* - (EO 11246, Vietnam Era Veterans Readjustment Act and the Rehabilitation Act of  1973) | Updated annually then 1 year after expiration of plan |
| Articles of Incorporation, charter, bylaws, minutes and other incorporation records | Permanently |
| Audit reports, Financial Statements  (year end): general/private ledgers, | Permanently |

|  |  |
| --- | --- |
| trial balance, journals |  |
| Bank Reconciliation | 3 years |
| Bank statements, deposit records, electronic fund transfer documents,  & cancelled checks | 3 years |
| Chart of accounts | Permanently |
| Checks (for important payments &  purchases) | Permanently |
| Contracts, mortgages, notes and leases (expired) | 7 years |
| Contracts (still in effect) | Permanently |
| Correspondence (general) | 3 years |
| Correspondence (legal and important matters) | Permanently |
| Correspondence (with customers and vendors) | 2 years |
| Deeds, mortgages, and bills of sale | Permanently |
| Depreciation schedules | Permanently |
| Donations | 7 years |
| EEOC reports | Permanently |
| Employee demographic info & compensation records\* (Davis-Bacon Act, Service Contract Act & Walsh- Healy Public Contracts Act) | 3 years |
| Employment applications\* (depending on the # of employees, employers must retain applications & other personnel records relating to hires, rehires, tests, promotions, transfers, demotions, selection for training, layoff, recall, termination or  discharge) (Civil Rights Act of 1964,  Title VII, ADA, ADEA) | 3 year from making the record or taking the personnel action |
| Expense Analyses/expense distribution schedules | 7 years |
| Garnishments | 7 years |
| Grants (un-funded) | 1 year |
| Grants (funded) | 7 years after closure |
| I-9’s\* | 3 years after date of hire or 1 year |

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|  |  |
| --- | --- |
|  | after termination |
| Insurance Policies (expired) | 3 years |
| Insurance records, current accident reports, claims, policies, etc. | Permanently |
| Internal audit reports | 3 years |
| Invoices (to customers, from vendors) | 7 years |
| Inventory records | 7 years |
| Loan documents and notes | Permanently |
| OSHA logs\* (Records related to medical exams – 30 years after termination) | 5 years |
| Patents and related papers | Permanently |
| Payroll records & summaries including records related to employee’s leave\* (Equal Pay Act, FLSA) | 7 years |
| Personnel files (terminated employees) (Title VII, ADA, ADEA) | 7 years after termination |
| Polygraph test results and records\* (Employee Polygraph Protection Act) | 3 years |
| Purchase orders | 7 years |
| Retirement and pension records including Summary Plan Descriptions\* (ERISA) | Permanently |
| Tax returns and worksheets | Permanently |
| Timesheets | 7 years |
| Trademark registrations and copyrights | Permanently |
| Withholding tax statements\* (FICA, FUTA, Federal Income) | 7 years |
| Workers compensation documentation | 10 years after 1st closure |

**4.10 Meeting Expenses**

CERV may reimburse light refreshments and/or appropriate meals at irregular seminars/journal clubs which are important mechanisms of developing collaborations, dissemination of research

results and professional knowledge. The meals/refreshments must be secondary to the activities. Such expenses are to be charged against the appropriate account.

Being cognizant of its role in supporting research and education conducted with or at a federal agency and the impact of the Federal Standards of Ethical Conduct, CERV will review all requests for business meetings prior to the activity occurring. Factors that CERV will consider when determining a meeting for support include:

 Whether at least one speaker makes a research presentation or presents educational instruction.

 Whether a non-CVAMC speaker and/or non-CVAMC personnel are among the expected attendees.

 The frequency of similar meetings that may involve the same personnel. Irregularly scheduled meetings or those occur no more than monthly may be eligible for support; weekly meetings generally will not.

 Whether the meeting involves at least one individual who is being recruited to conduct research or education at the CVAMC.

 Whether the meeting lasts more than two hours or extends through a normal mealtime.

**4.11 Payment Reimbursements**

CERV 's Directors, staff or research personnel may request reimbursement for payment of items in support of research or other CERV activities.

If the Executive Director/CEO deems the Reimbursement Request, in whole or in part, to be inappropriate, the PI/PD may seek review by the Board for final disposition. All disapproved requests will be retained in the CERV files as evidence of review and disapproval for future audits.

Procedures for reimbursement are listed below.

1. Prior to the activity, an itemized Reimbursement Request Form must be submitted at least one week in advance, unless the amount does not exceed that already approved in the annual budget.

2. Attach agenda or meeting announcement if the expense is related to a meeting..

3. Obtain purchase order number after approval from the CERV accountant/Finance

Manager.

4. After the activity, complete and submit a Reimbursement of Personal Payment for

Project Form or submit invoice from vendor (include purchase order number).

5. Attach signature list of attendees, if the expense is related to a meeting.

6. Attach original receipts.

All requests for payment or reimbursement should be made in a timely manner. CERV

reserves the right to deny payment for invoices or receipts held for more than 90 days.

**4.12 Travel Expenses Policies and Procedures**

**4.12.1 Purposes.**

CERV funds may support VA salaried employees’ or VA-WOC employees’ travel expenses to research and/or educational meetings. Travel charged to a research/education account must be limited to purposes related to that research/education activity, which further the mission of CERV. Expenses allowable include conference/meeting/training registration fees,

transportation, lodging, meals and incidental items.

**4.12.2 Rates and Amounts Allowable.**

CERV funded travel rates set by the Board follow federal per diem rates; however, reimbursement will only be made by the amount expended and backed by the itemized receipt turned in. Current travel rates adopted by the Board are the rates and rules set by the U.S. General Services Administration (GSA) which are listed in: [http://www.gsa.gov/Por](http://www.gsa.gov/Portal/gsa/ep/home.do)tal/gsa/ep/home.do?tabId=0

Maximum transportation reimbursement should be limited to the equivalent fare by airplane, plus reasonable local ground transportation costs. The traveler or the respective project will be responsible for charges resulted from changes made to a ticket. If it can be documented that the cost for the hotel and per diem for an extra day is equal to or less than the difference in air travel with the Saturday night stay over, a traveler may take advantage of this option.

Mileage rate is periodically updated. Parking fees are allowable, as public transportation fares. Taxi fares are allowable only between airports, hotels, and meeting facilities; but not between entertainment or restaurants and hotel, unless suitable meals cannot be obtained at the hotel.

Lodging charges up to the lodging rates allowed for the area is specified in the prevailing chart of GSA Per Diem Rates.

The GSA Per Diem Rate also contains a Meals and Incidental Expenses Rate (M&IE) for each city/county. Travelers request reimbursement at this M&IE Rate report only the number of days except the first and last day of the trip. Itemized receipts must accompany an M&IE reimbursement requests.

For the first and last day of travel, 75% of the M&IE Rate is allowable for the items not covered by the event.

For same day travel longer than 12 hours away from the regular office, travelers are entitled to

75% of the M&IE reimbursement.

Travelers may also request reimbursement for individual meals and incidental items without using the Per Diem Rate. CERV does not pay for alcoholic beverages. Incidental Expenses may include:

A. Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants;

B. Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site; and

C. Mailing cost associated with the business trip.

A breakdown of the maximum amount for breakfast, lunch, dinner, and incidental expenses by

GSA is listed in:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooid=16365&contentId=16177&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT)-

[15943&ooid=16365&contentId=16177&pageTypeId=8203&contentType=GSA\_BASIC&pr](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooid=16365&contentId=16177&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT)og [ramPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooid=16365&contentId=16177&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT).

In the event that the Executive Director/CEO approves a per diem greater than that allowed for a specific city/county by the GSA, original receipts will be requested if the traveler chooses to exceed the GSA rate.

**4.12.3 Request Procedures:**

All travel by CVAMC employees paid by the CERV must be pre-approved in accordance with the appropriate policies of the Veterans Health Administration (a request for authorized absence, and submission of CVAMC Form 0893, “Advance Review of Offer to Donate Support for Official Travel”). This approval allows CVAMC salaried employees to travel on Authorized Leave. Application for Leave (SF-71) with the necessary signatures should be approved for trips not receiving government travel orders.

A memo requesting funds for travel must be submitted at least 4 weeks prior to travel if CERV

support is requested. Cash advances may be granted in very rare instances based on need.

When travel has been completed, submit within 4 weeks a CERV Travel Expenses Reimbursement Request Form, a Breakdown of Travel and M&IE Expenses, along with a copy of program materials (i.e. program announcement, agenda, syllabus, etc.,) meeting documents (i.e.

e-mail correspondence, invitation, abstract and/or presentation materials which acknowledge the CVAMC and/or CERV, etc.,) and the original receipt for each items costs $25 or more.

**V. Personnel**

**5.1 Personnel Structure**

**5.1.1 The President and Members of the Board of Directors**: The President and the Board set policies, review the operations, and provides oversight of CERV. However, neither the President nor any Member of the Board can be employed by CERV and receive any salary for corporate administration. They will be reimbursed for any expenses incurred in carrying out their responsibilities

**5.1.2 The Executive Director/CEO**: The Executive Director/CEO is responsible for the day to day operation of CERV. The Executive Director/CEO is an employee receiving a salary for handling the corporate business, hiring and supervising staff, maintaining financial records, and preparing reports, etc. Such duties may include, but are not limited to:

1. developing and reviewing contracts or agreements between CERV and other

entities for business and compliance with federal, CVAMC and nonprofit corporation guidelines;

2. establishing, with appropriate professional assistance, necessary and appropriate internal accounting and management control systems;

3. maintaining appropriate fiscal and management records of all research and education activities in CERV, and submit regular reports to the Board;

4. submitting an annual budget to the Board for approval;

5. providing oversight of all appropriate reports and annual filings to State, Federal and VA authorities (including filings with State agencies, Annual Report to the VA, Federal IRS 990, and the National Association of Veterans’ Research and Education Foundations.)

**5.1.3 Administrative, Accounting Staff and Research Coordinators**: Administrative, accounting and research staff may be hired by the Executive Director/CEO as needed to effectively carry out the operations of CERV. Such staff will be managed by and be responsible to the Executive Director/CEO.

Accounting, administrative and research staff hired for a specific sub-account works is managed

and paid like Research Personnel under the respective account.

Accounting, administrative and coordinating staff will handle the day-to-day financial and administrative operations of CERV including, but not limited to,

1. depositing funds;

2. maintenance of all CERV accounts;

3. processing of all bills;

4. preparation of appropriate checks for signature by the Executive Director/CEO and/or appropriate officials;

5. monthly reconciliation of accounts;

6. purchase of equipment and supplies;

7. preparation of travel documents and personnel transactions;

8. maintenance of administrative and Board files;

9. arranging for quarterly Board meetings; and

10. taking minutes at meetings.

11. Assigned Research Study Coordination

Accounting, Administrative and Research Coordinators staff may work in the CVAMC Research Service Office during or after regular hours using corporate-purchased and/or CVAMC equipment.

**5.1.4 Principal Investigator/Project Director (PI/PD)**: The PI/PD for each project/activity must hold a CVAMC appointment. The PI/PD for each project/activity is responsible for providing candidates and supervising personnel or in some cases, CERV may from timi to time assist in the placing of personnel for their research activity. CERV will pay research personnel from the appropriate research account only upon request and approval from the appropriate PI/PD.

**5.1.5 Research/Education Personnel**: The PI/PD for each project/ activity is responsible for managing the personnel involved in the project. CERV will pay salary, wage, or fringe benefits to project and administrative personnel upon request from the PI/PD from appropriate funds.

**5.1.6 Exchange Personnel**: CERV meets the Federal Interpersonal Agreements (IPAs) Mobility Assignment Program requirements and can negotiate with other government entities for exchange of personal services. IPA mobility program regulations provide for the certification of a nonprofit organization which has as one of its principal functions the offering

of professional advisory, research, education, development, or related services, to governments or universities concerned with public management. An IPA Agreement can run for a period of no more than four years with one year off, before being renegotiated. CERV may negotiate a percentage over-head rate for the administration of such agreements.

**5.1.7 Consultants**: A Consultant is an individual that has been contracted to complete a specific and necessary aspect of an authorized project with definitive closure, i.e. such as a report, or data collected. When retaining consultant services, a contract must be completed between the consultant and the PI/PD. This contract must be submitted to CERV for approval before work can begin.

**5.2 Categories of Employment**

**5.2.1 Introductory Period**: All employees are hired on a ninety (90) day introductory period. During this period eligible employees earn but cannot use annual or sick leave, vacation leave or other paid leave. During this introductory period, as well as at all other times, both employees and CERV have the right to terminate employment without advance notice and without cause. Successful completion of the introductory period is not a guarantee of

continued employment or of any set term of employment. Continued employment is always subject to CERV’s needs and discretion, as well as the employee’s performance.

**5.2.2 Full-Time Employee:** A full-time employee is a regular employee working 26 hours

or more a week with a normal tour of duty for and receiving pay from CERV. The employee is eligible for all benefits that CERV offers, prorated to the number of regular working hours but not exceeding the 40 hours/week maximum.

**5.2.3 Part-Time Employee**: A part-time employee is a regular employee working fewer than 26 hours a week with a normal tour of duty and receiving pay from CERV. The employee is eligible for pro-rated benefits that CERV offers.

**5.2.4 Temporary Employees**: A temporary employee is one whom is hired by CERV for a term of 90 days or less. During that period of time, the employee is not eligible for any benefits that CERV offers. If employment is continued beyond the 90 days, annual and sick leave will be accrued from the initial start of employment and the employee will be treated under the regular employee guidelines.

**5.2.5 Intermittent Employee**: An intermittent employee is one whom is hired by CERV to

work on an “as needed” basis with no set tour of duty. An intermittent employee is not eligible

for any benefits that CERV offers.

**5.3 Equal Employment Opportunity**

CERV is an Equal Opportunity Employer. It has been and will continue to be CERV’s policy to be fair and impartial in all of its relations with its employees and applicants for employment; and to make all employment-related decisions without regard to race, religion, color, national

origin, age, sex, disability, or any other categories protected by federal, state, or local laws. This policy applies to recruitment, hiring, training, compensation, benefits, promotion, layoffs, disciplinary measures, and all other personnel actions and conditions of employment. Decisions regarding employment and promotion will be based only upon valid job-related factors.

**5.4 Employment Authorization**

No supervisor or representative of CERV other than the Executive Director/CEO has the authority to enter into any agreement with any individual for employment for any specified period of time. Any employment agreement entered into by the Executive Director/CEO will not be enforceable unless it is in writing.

CERV employs only individuals lawfully authorized for employment in the United States. CERV must also collect certain information and review certain documentation concerning the employment. Employees should inform CERV immediately upon any change in their employment eligibility status after being employed.

No first-degree relative (spouse, parents, children or their spouse) may be hired under the supervision of a PI/PD or employee of CERV.

**5.5 Work Environment and Employment Conditions**

**5.5.1 Working Hours**

CERV's normal working hours for full-time employees are Monday through Friday from 8:00 a.m. to 4:00 p.m. The standard tour of duty for a part-time employee is determined by the direct supervisor and the employee and submitted to CERV approval. Unless instructed otherwise, employees should work the hours they are scheduled to work.

Each employee is entitled each day to 30 minutes for lunch. Time taken for lunch is not compensable.

**5.5.2 Attendance and Punctuality**

Employees are required to report to work punctually and to work all scheduled hours and any required overtime. Tardiness or poor attendance may result in disciplinary action including termination.

**5.5.3 Overtime**

Overtime work may be required. It is necessary that employees shall be available, sometimes on short notice, to work overtime when circumstances require. Non-exempt-employees must receive authorization by a supervisor prior to receive overtime compensation. Work performed in excess of forty (40) hours in a work week will be paid at the rate of time one and one-half (1 1/2) of the employee's regular rate of pay. Employees exempt from overtime under

law (i.e., executive, administrative and professional employees) shall not receive overtime compensation.

**5.5.4 Religious Accommodation**

CERV will make reasonable efforts to accommodate employee’s religious practices. CERV will consider such possibilities as time off or change in job assignment. The requested accommodation, however, must be reasonable and not present an undue hardship on the operation of CERV.

**5.5.5 Discrimination and Harassment**

CERV expects that all employees will treat each other with fairness and respect. Discrimination or harassment on the basis of race, religion, color, gender, age, national origin, disability, whistle blowing , or as otherwise provided under state or local law is strictly prohibited.

All employees are strictly prohibited from sexually harassing or making improper advances toward other employees, or harassing other employees on the basis of their gender. Sexual harassment includes any unwelcome or unsolicited verbal, physical or sexual conduct; or any such conduct that is made a term or condition of employment, or is used as the basis of employment or advancement decisions. Sexual harassment also includes conduct that has the purpose or effect of unreasonably interfering with work or creating an intimidating, hostile or offensive work environment.

Any person who believes that he/she is the victim of any type of harassment or discriminatory conduct should bring that conduct to the immediate attention of his/her supervisor or the Executive Director/CEO. CERV will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination or harassment, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to

whom an employee brings a complaint of discrimination or harassment but who fails to take appropriate action to resolve it will also be disciplined.

**5.5.6 Drugs-Free and Smoking-Free Workplace**

CERV maintains a drugs-free and smoke-free work place. Employees must report to duty in fit condition to work. CERV will take immediate action, up to and including immediate discharge, against employees who use, distribute or possess controlled substances while on CERV's premises, or who uses alcohol on the job, including meal and break periods.

**5.5.7 Work Injuries**

Employees are required to observe safety practices established at CVAMC and to report unsafe conditions to their supervisor.

If an employee is injured at work, he/she must notify their supervisor immediately, no matter how minor the injury or illness may seem, and should seek medical treatment promptly. For

Workers’ Compensation insurance please see Section 5.6.2.

**5.5.8 Patient Privacy**

It is the legal and moral responsibility of all CERV employees to protect the confidentiality of all patient information. Any patient information, whether overheard, noticed at a copy machine or desk, read during hand-carry, seen in correspondence, etc., must be kept confidential.

Whether on-duty or off-duty, CERV employees must refrain from discussing patient information with anyone, including other patients, visitors, and other employees who do not need to know the information in order to carry out their official duties.

The Privacy Act and other Federal statutes provide penalty and fine provisions for the knowing and willful misuse or disclosure of confidential information to any person or agency that is not entitled to receive it.

**5.5.9 Employee Appraisals**

Performance appraisal is an opportunity for an employee to receive and provide feedback on his/her performance. It is a tool to communicate areas of strength and potential areas to improve one’s performance.

CERV will institute an annual performance review. A supervisor will fill out the appraisal, go over it with an employee, and allow the employee the opportunity to comment. The supervisor will then return the completed review signed by both the supervisor and the employee to the CERV administration for final review and filing in personnel record.

**5.5.10 Disciplinary Actions**

Appropriate disciplinary action may be initiated for reasons of professional or personal misconduct, professional inaptitude or inefficiency. Disciplinary action may include admonishment, reprimand, suspension, and removal.

**5.6 Compensation**

As all CERV employees must receive a CVAMC “Without Compensation” (WOC) appointment, some compensation categories are different from those of regular CVAMC employees. CERV Administration will receive an “Affiliate” distinction and badge from the CVAMC.

**5.6.1 Salaries** A salary range will be established for each category of jobs and the PI/PD makes recommendations based on the job to be performed and the qualifications of the proposed employee. Salary funds for project personnel must be on deposit (or forthcoming via a contract) to cover the duration of each term appointment. Final determination will be made by the Executive Director/CEO. Salaries for administrative employees should be compatible with the marketplace and reviewed by the Executive Director/CEO.

**5.6.1.1 Attendance Records, Pay Periods, and Payday**

Time cards are submitted via the CERV QuickBase system and approved via the Supervisor to assure there is no over-billing and no overlap with CVAMC duty time. Pay periods are bi- weekly. Pay day is the Wednesday following the close of the pay period. Payroll is handled by

CERV. Direct deposit notice is available on the pay day.

**5.6.1.2 Deductions**

All appropriate wage and payroll deductions shall be taken out of each payroll as required by law. The amount withheld for Federal and local income taxes depends on an employee’s gross earnings and the number of exemptions claimed.

Pre-tax deductions are also made for Social Security and Medicare, as well as health coverage, dental coverage, eye care coverage, elective Life Insurance, elective Short Term Disability Coverage, 403B Election, Flexible Health Account, and Salary Reduction Plan if applicable.

**5.6.2 Workers' Compensation**

CERV provides each employee with Workers’ Compensation insurance at no cost to the employee. This insurance provides for the employee’s medical expenses and a percentage of income if injured as a result of employment.

While CERV encourages the reporting of any valid job related injury or illness, CERV reserves the right to investigate the legitimacy of any claim for Workers’ Compensation and will take appropriate disciplinary action where an employee is found to have deliberately filed a false claim.

**5.6.3 Absence from Work**

**5.6.3.1 General Policies on Absences**

It is an employee’s responsibility to notify the supervisor as soon as possible if he/she is unable to report for work, will be late coming to work, or has to leave early, so that alternative work plans can be made.

**5.6.3.2 Weather and Natural Disaster Emergency Policies**

Except in severe cases, employees are expected to make an effort to get to work during periods of inclement weather or natural disasters including earthquake, hurricane, flood and fire. It is however not the intention of CERV to require employees to take risks which may endanger their safety. In general, CERV will abide by CVAMC’s emergency schedules. A telephone tree is in place for communications under such circumstances. Employees should also call their supervisor in the event of emergency. If the work unit is closed, employees should not report to work and will be paid their normal pay for the day. If the work unit is open, employees should report to work. If the employee cannot report to work, he or she should notify his or her supervisor immediately. Time taken off due to poor weather conditions while the business remains open is unpaid.

**5.6.3.3 Time Off with Pay**

**5.6.3.3.1 Holidays**

Eleven paid federal holidays are granted to regular employees during a calendar year:

New Year’s Day Following Thanksgiving Day

Martin Luther King, Jr. Day

Presidents’ Day Memorial Day

Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day

If a holiday falls on a full time employee’s scheduled day off, another will be designated as the

day off in lieu of the holiday (e.g. if the holiday falls on Sunday then Monday is taken for the paid holiday). If a holiday falls on a part-time employee’s day to work, they will be paid for regular working hours for that date. An employee must be on paid leave the day before and the day after a holiday period to receive holiday pay while on the previously approved duration of leave.

**5.6.3.3.2 Paid Time Off (PTO)**

CERV Employees who completed work on scheduled hours earn PTO for vacations and other personal uses. PTO rate is determined by the level of employment experience (depends on the number of years employed with CERV), and the employment category.

Executive level compensation packages are negotiated at the time of employment and may differ from the following policies.

Paid time off (PTO) is a system of providing vacation time, personal and sick leave for eligible employees. This system is more flexible than separate vacation, personal and sick leave time because you can decide for yourself how many of your paid days off you will use for vacation and how many days you will need to save in case you become ill.

Full-time and part-time hourly employees and non-professional salary employees are eligible for PTO. You earn paid time off from the beginning of your employment with CERV. Paid time off is earned as follows:

FULL TIME SALARIED (EXEMPT) EMPLOYEES:

 Up to 3 years 15 days

 3 to 5 years 18 days

 5 to 10 years 21 days

 10 + years 25 days

FULL AND PART TIME HOURLY (NON EXEMPT) EMPLOYEES:

 Up to 3 years 7.212% of hours worked (not to exceed 15 days)

 3 to 5 years 8.654% of hours worked (not to exceed 18 days)

 5 to 10 years 10.096% of hours worked (not to exceed 21 days)

 10 + years 12.019% of hours worked (not to exceed 25 days)

PTO taken for a duration of one or more weeks must be requested and approved at least one month in advance. PTO will only be granted in extenuating circumstances for periods over two weeks. (ie: marriage, birth or adoption of a child). CERV retains the right to approve PTO leaves; however, every effort will be made to comply with an employee's requested leave dates, as business and scheduling demands permit.

Each employee is encouraged to use the PTO leave to which he/she is entitled. At the end of the calendar year, each employee may opt to carry over up to forty hours of unused PTO. All other PTO will be forfeited at the end of the calendar year.

PTO is charged in quarter hour increments.

Upon voluntary separation from service, any remaining balance of PTO will be paid to the employee at the employee’s hourly rate of pay at the time of leave. Any monetary costs for pay out of unused PTO at the time an employee terminates will be borne by the PI/PD for whom the employee works.

**5.6.3.3.3 Bereavement Leave**

A bereavement leave with pay for up to five days following the death of the employee’s immediate family members (spouse, domestic partner, child, stepchild, brother, sister, parent, grandparent, grandchild, parent-in-law, parent and child of domestic partner). A copy of the obituary or a letter from the hospital or funeral home is required.

**5.6.3.3.4 Jury and Witness Duties**

CERV will grant full-time and part-time employees a maximum of one week of paid leave for time spent on jury duty or as a nonparty witness in court. Thereafter, the leave is unpaid. All other employees are granted an unpaid leave in order to serve. CERV does reserve the right to ask the court to excuse the employee if it causes undue hardship on CERV. Employees should give their supervisors as much notice as possible of their need for leave under this policy.

Employees are expected to return to work if excused from jury duty during regular working hours. Copies of all summons and court documentation for time spent out of the office must be turned in to CERV

**5.6.3.3.5 Voting Leave**

Employees will be granted a reasonable amount of paid time off in order to vote. CERV reserves the right to select the hours for employees to vote. Employees needing vote leave must notify the supervisor as soon as possible, and present evidence of voting to the supervisor.

**5.6.3.4 Time Off without Pay**

**5.6.3.4.1 General Policies for Leaves Without Pay.**

CERV will grant leave without pay for medical problems or other personal reasons. Employees should request the leave in writing to CERV. While employees are on leave without pay they shall not be entitled to benefits or salary. Insurance benefits may be continued during the leave at the expense to the employee. Employees returning from leave without pay are not guaranteed the same position and shift they had when leave was taken. However, reasonable effort will be made to reinstate employees to the first available position of equivalent classification and pay. Employees who do not accept the position offered on return from leave of absence will be considered to have voluntarily resigned from employment.

**5.6.3.4.2 Parental Leave**

Full-time and part-time employees who have completed their introductory period may be granted a leave of absence without pay upon the birth or adoption of a child. Such leave must begin within six months of the birth of the child and/or placement of a child for adoption.

Employees will be required to use their accrued pay time off for all or part of their parental leave. In addition, benefits such as paid time off and holidays will not accrue while employees are on a parental leave.

Employees seeking parental leave must provide a minimum of 30 days’ advance notice of their intent to take parental leave and the anticipated date of their return. Employees may not accept other employment or apply for unemployment insurance while on parental leave. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment.

**5.6.3.4.3 Medical Leave**

The Family Medical Leave Act does not apply to CERV at this time.

Employees will be required to use their accrued PTO for any medical leave. In addition, benefits such PTO and holidays will not accrue while employees are on medical leave.

**5.6.3.4.4 Procedure for Requesting Leave Without Pay**

Except where leave is not foreseeable, all employees requesting leave must submit the request in writing to the supervisor 30 days prior to the commencement of leave.

An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to CERV operations. If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice.

While on leave, employees may be requested to report periodically the status of the medical condition and their intent to return to work.

**5.7 Other Benefits**

CERV is in a stage of transition and would like to improve the appropriate benefits for its employees when it can. Meanwhile, all current fringe benefits are subject to change or termination. CERV reserves the right to determine eligibility, interpretation, and administration with respect to benefit plans.

**5.7.1 Retirement**

CERV offers employees an opportunity to participate in a 403B Planned Savings Program administered by The Principal Financial Group. CERV will match any contribution elected by the employee up to one hundred-percent (100%) of the first 5% of the employees elected contribution to the plan. CERV also, contributes the employer portion of Social Security and Medicare.

**5.7.2 Health Care Insurance, Term Life Insurance and Long-term Disability**

CERV will provide individual health insurance policies to full time employees in CERV and upon the request of the employee and the concurrence of the PI/PD of the project for which the employee is working. Costs for such policies will be paid from the PI/PD's CERV account, and will not be covered by the CERV administration account. Upon termination of employment the health insurance policy of the employee will also be terminated, unless the employee indicates that he/she will continue to pay the premiums, the PI/PD agrees to contribute and have enough funding. The insurance company will be notified within one month of this change. In no case will CERV continue to pay for health insurance for individuals who no longer work for the foundation.

A part-time employee who regularly works between 20 and 30 hours a week and wishes to

participate may elect to do so and if the prorated cost is covered by the PI/PD’s account.

**VI. Inventions, Discoveries & Ownership of Results.**

Any invention, including information, invention or discovery, innovation, suggestion, idea, communication and report (whether patentable or not), conceived, reduced to practice, made or developed by a PI/PD using resources provided by the Department of Veterans Affairs as a result of conducting a study, are controlled by Federal law (35 U.S.C. §§§§ 102 & 200-212, 37

C.F.R. Part 501, and 38 C.F.R. §§§§ 1.650 - 1.663). Any invention resulting from a CVAMC supported study shall be disclosed to both CVAMC and the Sponsor/Funder of the project and may be subject to joint ownership by CVAMC and Sponsor.

If CVAMC obtains ownership of such invention arising from such a study, the Sponsor shall be granted the first opportunity to obtain a license for use of the invention based on good faith negotiations between the parties. If the Sponsor pursues a worldwide and exclusive license, it will be subject to federal regulations published at 37 CFR 404.7. Whether nonexclusive, partially exclusive or exclusive, such license will be subject to the right of the United States to retain an irrevocable, royalty-free right to use the invention throughout the U.S. Government.

**VII. CONFLICT OF INTEREST:**

**7.1 Policies on Conflict of Interest and Definitions**

Each Member of the Board and each employee of CERV must assume responsibility for adhering to the Federal regulations regarding conflict of interest in the performance of official duties. The wording of the policy can be found on the National Association of Veteran Research and Education Foundations (NAVREF) web site at [www.navref.org/library.](http://www.navref.org/library) Each member of the Board will review and sign this policy yearly, and copies of the signed forms will be maintained in the CERV office.

The Conflict of Interest Policy including the Disclosure Questionnaire and the Affirmation of

Compliance Form can be found at the end of this document in Appendix A and B.

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of *NPC*. There are a variety of situations that raise conflict of interest concerns including, but not limited to, the following:

**A. Financial Interests** - A conflict may exist where an interested party directly or indirectly benefits or profits as a result of a decision, policy or transaction made by *NPC*. Examples include situations where:

 *NPC* contracts to purchase or lease goods, services, or properties from an interested party.

 *NPC* offers employment or compensation to an interested party or an entity with which the interested party has a direct or indirect financial interest, other than a person who

is already employed by *NPC*.

 An interested party is provided with a gift, gratuity, or favor of a substantial nature from a person or entity that does business or seeks to do business with *NPC*.

 An interested party is gratuitously provided use of the facilities, property, or services of

*NPC*.

 *NPC* adopts a policy that financially benefits an interested party.

A financial interest is not necessarily a conflict of interest. A financial conflict of interest exists only when the board decides a person with a financial interest has a conflict of interest.

**B. Other Interests** - A conflict also may exist where an interested party obtains a non- financial benefit or advantage that he/she would not have obtained absent his/her relationship with *NPC*. Examples include where:

 An interested party seeks to obtain preferential treatment by *NPC* or recognition for himself/herself or another interested party.

 An interested party seeks to make use of confidential information obtained from *NPC* for his/her own benefit (not necessarily financial) or for the benefit of another interested party.

 An interested party seeks to take advantage of an opportunity or enables another

interested person or other organization to take advantage of an opportunity that he/she has reason to believe would be of interest to *NPC*.

 *NPC* adopts a policy that provides a significant nonfinancial benefit to an interested party. Again, a conflict of interest exists only when the Board of Directors decides there is a conflict

**7.2 Disclosure of Potential Conflict**

An interested party is under a continuing obligation to disclose any potential conflict of interest as soon as it is known or reasonably should be known.

Board members’ disclosure statements shall be provided to the Chair of the Board. The Chair’s disclosure statement shall be provided to the Secretary of the Board or its equivalent. Copies shall also be provided to the Executive Director/CEO of CERV.

In the case of staff with significant decision-making authority, the disclosure statements shall be provided to the Executive Director/CEO of CERV. The Executive Director/CEO’s disclosure statement shall be provided to the Chair of the Board.

In all cases, the recipient is the designated reviewing official responsible for bringing potential conflicts to the attention of the appropriate authorities. The Secretary of the Board shall file copies of all disclosure statements with the official corporate records of CERV.

An additional disclosure form is required for studies funded by PHS and other non-VA Federally funded grants. (See Appendix D)

**7.3 Procedures for Review of Potential Conflicts**

Whenever there is reason to believe that a potential conflict of interest exists between CERV and a Board member or the Executive Director/CEO, the Board shall determine the appropriate response. This shall include, but not necessarily be limited to, invoking the procedures described below with respect to a specific proposed action, policy or transaction. The designated reviewing official has a responsibility to bring a potential conflict of interest to the attention of the Board promptly for action at the next regular meeting of the Board or during a special meeting called specifically to review the potential conflict of interest.

Where the potential conflict involves an employee of CERV other than the Executive Director/CEO, the Executive Director/CEO shall be responsible for reviewing the matter and may take appropriate action as necessary to protect the interests of CERV. The Executive Director/CEO shall report to the President the results of any review and the action taken. The President shall determine whether any further Board review or action is required.

**7.4 Procedures for Addressing Conflicts of Interest**

Where a potential conflict exists between the interests of CERV and an interested party with respect to a specific proposed action, policy or transaction, the Board shall consider the matter during a meeting of the Board. CERV shall refrain from acting until such time as the disinterested members of the Board have approved the proposed action, policy, or transaction. The following procedures shall apply:

An interested party who has a potential conflict of interest with respect to a proposed action, policy or transaction of the corporation shall not participate in any way in, or be present during, the deliberations and decision-making vote of CERV with respect to such action, policy or transaction. However, the interested party shall have an opportunity to provide factual information about the proposed conflict and/or action, policy or transaction. Also, the Board may request that the interested party be available to answer questions.

The disinterested members of the Board may approve the proposed action, policy or transaction upon finding that it is in the best interests of CERV. The Board shall consider whether the terms of the proposed action, transaction or policy are fair and reasonable to CERV and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with a party or entity that is not an interested party.

Approval by the disinterested members of the Board shall be by vote of a majority of directors in attendance at a meeting at which a quorum is present. An interested party shall not be counted for purposes of determining whether a quorum is present, or for purposes of determining what constitutes a majority vote of directors in attendance.

The minutes of the meeting shall reflect that the conflict disclosure was made to the Board, the vote taken and, where applicable, the abstention from voting and participation by the interested party. Whenever possible, the minutes should frame the decision of the Board in such a way that it provides guidance for consideration of future conflict of interest situations.

If the Board has reason to believe that an interested party has failed to disclose a potential conflict of interest, it shall inform the person of the basis for such belief and allow the person an opportunity to explain the alleged failure to disclose.

If the Board decides that the interested party has in fact failed to disclose a possible conflict of interest, the Board shall take such disciplinary and corrective action, as the Board shall determine.

**Appendix A**

CERV Conflict of Interest

Confidential Disclosure Questionnaire

Please complete the questionnaire below, indicating any potential conflicts of interest. If you answer "yes" to any of the questions, provide a written description of the details in the space allowed. Attach additional sheets as needed. Submit your completed form to the CERV executive director.

Financial Interests - A conflict may exist when an CERV director, officer or employee or any of their

relatives may directly or indirectly benefit or profit as a result of a decision, policy, transaction or arrangement made by CERV.

During the past 12 months (for each “yes” [circle] response, please describe below or on a separate page):

1. Has CERV proposed to contract or contracted to purchase or lease goods, services, or property from you, a relative or a business associate?

Yes No

2. Are you related to any current or prospective CERV director, officer or employee, or to the supervisor of any CERV employee?

Yes No

3. Have you, a relative or a business associate been provided with a gift, gratuity or favor of a substantial nature from a person or entity that does business or seeks to do business with CERV?

Yes No

4. Have you, a relative or business associate been gratuitously provided use of the facilities, property, or services of CERV?

Yes No

5. Are you, a relative or a business associate in a position to benefit financially from decision, policy, transaction or arrangement made by CERV?

Yes No

Other Interests - A conflict may also exist when an CERV officer, director, employee or any of their relatives may obtain a non-financial benefit or advantage that they would not have obtained absent their

relationship with CERV, or when their duty or responsibility owed to CERV conflicts with a duty or responsibility owed to some other organization.

During the past twelve months (for each “yes” [circle] response, please describe below or on a separate page.):

1. Did you obtain for yourself or any other person or organization preferential treatment, promotion, recognition or a non-salaried appointment as a consequence of your association with CERV?

Yes No

2. Did you make use of confidential information obtained from CERV for your own benefit or for the benefit of any person or organization?

Yes No

3. Did you take advantage of an opportunity or enable any person or organization to take advantage of an opportunity that you had reason to believe would be of interest to CERV?

Yes No

4. Were you in a position to benefit in a nonfinancial way from a decision, policy, transaction or arrangement made by CERV?

Yes No

Other - Describe any other circumstances or relationships you or a relative may have that you believe may assist CERV in protecting its interests and preventing conflicts of interest:

Name Signature Date

Attachment B

CERV Conflict of Interest

Affirmation of Compliance

I have received and carefully read the Conflict of Interest Policy for directors, officers and employees of CERV and have considered the literal expression of the policy as well as its intent. By signing this affirmation of compliance, I hereby affirm that I have read, understand and agree to comply with the CERV Conflict of Interest Policy. I further understand that CERV is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal inurement, other than by salary.

Except as otherwise indicated in the Disclosure Questionnaire and attachments below, I hereby state

that neither I nor any relative or business associate has any conflict of interest, financial or otherwise that may be seen as competing with the interests of CERV. Also, neither I nor any of my relatives or business associates benefit from any action, policy or transaction made by CERV in a manner that has not been previously disclosed.

If any situation should arise in the future that I believe may involve me in a conflict of interest, I will promptly and fully disclose the circumstances as appropriate:

• For members of the Board, officers and the executive director: the chair of the Board

• For key administrative employees: the executive director

• For employees directly or indirectly engaged in VA research or education: supervisor and the

executive director

I further certify that the information set forth in the Disclosure Questionnaire and attachments, if any, is true and correct to the best of my knowledge, information and belief.

Name: Position:

Signature: Date:

Witnessed: ONLY: President or Secretary or Treasurer or CEO

Name: Position:

Signature: Date:

**Appendix C**

**Cincinnati Education & Research For Veterans Foundation, Inc.(CERV)**

**Receipt of CERV Policies and Procedures**

This is to acknowledge that I have received a copy of Cincinnati Education & Research For Veterans Foundation, Inc.(CERV) Policies and Procedures. I agree to read and comply with CERV Policies and Procedures. I understand that the policies outlined in CERV Policies and Procedures will require changes from time to time. I understand that CERV retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Foundation. I understand that CERV Policies and Procedures supersedes and replaces any and all prior formal and informal practice and any inconsistent verbal or written policy statements.

I understand that CERV Policies and Procedures is not intended to create contractual obligations with respect to any matters it covers and that CERV Policies and Procedures does not create a contract guaranteeing that I will be employed for any specific time period.

If I have questions regarding the content or interpretation of CERV Policies and Procedures, I will ask my supervisor, the Executive Director/CEO or a member of management.

NAME

DATE

EMPLOYEE

SIGNATURE

Appendix D

CERV Significant Financial Interest Disclosure Form

(Applicable to all PHS and Non-VA Federally Sponsored Project Proposals)

**Investigator Name: Service: Department/Division: Proposal Title:**

**Proposal Submitted to:**

I understand that, for purposes of this Form, **“Significant Financial Interest”** is defined as **any** interest and, irrespective of value and **any** equity or ownership interest in any single entity held in aggregate by an Investigator and the Investigator’s spouse or dependent children.

I am disclosing the following Significant Financial Interest. Supporting documentation is attached in an envelope marked confidential and addressed to the **CERV Board President**/**ACOS, R & D.** That documentation identifies the entity (ies) involved and the nature and amount of the interest:

(Check one or more as applicable)

Salary or other payment for services (e.g., consulting fees, travel reimbursement or honoraria)

Equity interests (e.g., stocks, stock options, or other ownership interests)

Intellectual property rights (e.g. patents, copyrights, and royalties from those rights)

Other financial interest of the investigator that could possibly affect or be perceived to affect the results of the research or other educational activities funded or proposed for funding

**I further agree:**

 to update this disclosure during the period of the award on an annual basis and to file disclosures on any new reportable Significant Financial Interest that are obtained after submission of the proposal and during the period of the award

 to cooperate in the development of a Memorandum of Understanding (MOU) that constitutes a conflict of interest “Resolution Plan” where the **CERV Board President/ACOS, R&D** deems management of a conflict to be necessary**.**

 to comply with any conditions or restrictions imposed by the VA to manage, reduce, or eliminate actual or potential conflicts of interest, or to forfeit the award.

**Signed:**

**P.I.** (original signature only – a “per” signature is not acceptable) Date

**Endorsements:**

I have reviewed this Significant Financial Interest disclosure and recommend that the proposal be submitted to the sponsor at this time with the understanding that, if an award is offered, it will be possible to take steps to manage, reduce, or eliminate any actual or potential conflict of interest.

**CERV Board President/ACOS, R & D** Date

SIGNIFICANT FINANCIAL INTEREST (SFI) POLICY\*

In order to comply with the NIH requirements and the University of Cincinnati, the following definition for Significant Financial Conflict is applied:

Significant Financial Interest means any of the following:

1) For a Clinical Trial, any Financial Interest

2) For Human Subjects Research other than a Clinical Trial (i) any Financial Interest, (ii)

any Equity Interest; or (iii) any Intellectual Property Interest.

3) For all Research other than Human Subjects Research and all Technology Transfer Transactions, (i) any Financial Interest (including a Compensation Interest, an Equity Interest and an Intellectual Property Interest), or (ii) any Equity Interest in any single entity.

**\* Note: Any possible SFI will be reviewed by CERV President / ACOS R&D**

**prior to R & D approval.**