
APPNA SWDRC

POLICY AND PROCEDURES

2012

APPNA
6414 S. Cass Ave.
Westmont, IL 6055
Phone: 630-968-8585
Fax: 630-968-8677
www.appna.org

Our Mission

Dedication to supporting health, education and humanitarian causes.

Our Vision

Disaster Relief and Humanitarian Activities:

Provide resources to assess the needs of disaster affected areas.

Provide immediate and long-term medical services through volunteer healthcare professionals.

Assist in rebuilding the infra structures in affected areas.

Collection and delivery of relief goods and monetary assistance to the affected people.

Health

Provide monetary support for immediate health care needs of deserving individuals.

Provide treatment oversight by establishing a second opinion center in USA.

Training Pakistani professionals, to improve healthcare delivery through primary prevention.

Organize free health camps and screening in Pakistan.

Joint ventures with Medical colleges and hospitals to provide free state of the art surgeries to indigent patients.

Education

To expand and improve schools for the indigent in Pakistan through cooperation with established educational organizations.

Provide leading edge equipment to medical colleges and hospitals in Pakistan

Assist medical students and medical graduates from Pakistan to support their training goals.

Our Values

Compassion, Trust, Dedication, Law abiding and follow the provisions of a 501c3 organization

Preamble:

APPNA is a 501 C3 charitable, medical, scientific and educational organization. The founding members of this organization envisioned an organization which had charity at its moral underpinnings. Over the years, its charitable activities have eclipsed all other activities and have become the most enduring qualities. For the last several years, the Social Welfare & Disaster Relief Committee (SWDRC) budget is often larger than all other committees put together. Given its huge budget and position of earning the trust of its members and non members alike, the Chair of Social Welfare & Disaster Relief Committee 2012 commissioned a set of policies and procedures that will guide not only this committee during 2012 but hopefully other successive committees can build on these policies and procedures.

Membership

APPNA is a democratic organization with a President elected every year. Chairs of various committees are appointed by the President of APPNA with the advice of the Executive Committee. Other members to this committee are also appointed by the President often in consultation with the Chair of the Committee. Members, of Social Welfare & Disaster Relief

Committee once they have accepted the appointment serve for a calendar year which coincides with the appointing presidency.

Members of this as with any other committee must be members of APPNA in good standing.

The Chair, Co Chairs, members and Advisor of SWDRC are required to sign a **Conflict of Interest Statement (Appendix A)**.

Teleconferences

Teleconferences form the vital function of running this committee. Guidelines for the conduct of these teleconferences are an addendum to this policies and procedures (**Appendix B**).

Minutes of the teleconference are maintained by the committee members for their own use. They are not meant for general communication and are not to be posted on listservs. However, they can be posted on the APPNA website in a secure location accessible to members only. A copy of the minutes is sent to the APPNA Central Office, the Chair of the Communications Committee and the APPNA President.

Proposals

Various proposals come to the consideration of this committee either from within APPNA or from the requesting entity directly. Projects or proposals that have the effect of benefitting a single case or individual are customarily not entertained as it is impossible to determine which individual case is more deserving than any other.

Usually Social Welfare & Disaster Relief Committee has dealt with other established entities that are registered with the governments under whose jurisdiction such organizations fall. In the United States organizations that are themselves 501 C 3 organizations are preferred as the charitable attributes of that organization are already established. APPNA does not discriminate on the basis of religion, race, gender, age or national origin.

All proposals whether submitted by a member of Social Welfare & Disaster Relief Committee or an outside organization or individual must be submitted in writing. They must have the following information:

1. Nature and detailed explanation of the project.
2. Duration of the project.
3. Mechanism of Funding for the project clearly outlined.
4. Timelines of the various phases of the project and agreement to submit periodic reports, photos, financial statements as specified by the agreement e.g. monthly or weekly reports. For the purposes of APPNA a bank check specifies only that a sum of money was transferred, a receipt indicates what was transferred and by whom. This forms a paper trail which can be verified. Essential to this process are names, addresses, telephone numbers of parties involved whether suppliers, builders or even recipients. Different projects have different requirements.
5. Willingness to sign a memorandum of understanding (MOU) with APPNA (**Appendix C**).
6. Be open to inspection of physical assets not only during the implementation phase but also at a future date as specified by APPNA. For example durable medical equipment and building structures may be subject to such inspections as specified by APPNA.
7. If a proposal comes from any APPNA member, within this committee or outside this committee, he or she must submit to this committee any relationship that the proposer has

to the project or person or persons related to the implementation of the project or become a beneficiary of this project.

8. The Chair will decide to place the proposal for discussion to the committee at the next teleconference or meeting or table the proposal for another date and time more suitable for the business of the Social Welfare & Disaster Relief Committee. The Chair can also ask for a Special meeting to discuss a certain proposal or portion of an ongoing project. Such meetings will only have a single agenda. All proposals may not be brought up for discussion but are maintained in the correspondence section of Social Welfare & Disaster Relief Committee archives.
9. Many donors request anonymity. This should be preserved to the extent it is possible. In the event of a request for records by a subpoena from State or Federal Government this anonymity cannot be guaranteed either during the term of this committee or thereafter. Thus no member of this committee must give any assurance of anonymity on behalf of this committee. It however remains the policy of this committee to honor the wishes of the donors to the extent it is possible under law.

Accounting

Starting in 2012, funds of Social Welfare and Disaster Relief Committee as with other functional units of APPNA have sequestered accounts. This ensures quick reporting of funds at hand and spent and unspent money can easily be accounted for. Quarterly reports often required by various State and Federal authorities can be generated and submitted by the APPNA Central Office.

Minutes

Social Welfare & Disaster Relief Committee will keep minutes of the meetings in accordance with the usual rules governing the keeping of these minutes e.g. approval of the minutes of the last meeting or corrections, additions and deletions of the last meeting.

Handing Over Charge

Most projects are to be completed in the calendar year in which they were approved. Unfinished funds, projects and other materials are to be handed over to the incoming Committee Chair or the APPNA Central Office for receiving.

In case the transfer to the new chair is not feasible for any number of reasons, the incoming President will receive these assets and provide the outgoing President with the signed copy of having received these assets on behalf of APPNA.

“Appendix A”

APPNA SWDRC

CONFLICT OF INTEREST POLICY

2012

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Association of Physicians of Pakistani-Descent of North America
Social Welfare and Disaster Relief Committee
CONFLICT OF INTEREST POLICY

Article I.
Purpose

The purpose of this Conflict of Interest policy is to protect the interests of the Association of Physicians of Pakistani-Descent of North America (the "Association") when it is contemplating entering into any transaction or arrangement that might benefit the private interest of a Chair, Advisor, Co Chair or member of SWDR committee of the Association, or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II.
Definitions

Section 1. Chair, Advisor, Co Chair or member of the committee, who has a direct or indirect personal or financial interest, as defined below, is an interested person.

A. No SWDRC member, chair, co chair or advisor will raise any funds through SWDRC for any personal project that they are involved with.

Section 2. Financial Interest A person has a financial or personal interest if the person has, directly or indirectly, through business, investment, or family:

- A. An ownership or investment interest in any entity with which the Association has a transaction or arrangement,
- B. A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or
- C. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.
- D. Is on the Board or holds a Management position of a not for profit organization which solicits donations from APPNA members.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

Section 1. Duty to Disclose In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the Directors and members of the Council or the committees with Board-delegated powers considering the proposed transaction or arrangement.

Section 2. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board, Council or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board, Council or committee members shall decide if a conflict of interest exists.

Section 3. Procedures of Addressing the Conflict of Interest

A. An interested person may make a presentation at the Board, Council or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

B. The President or the chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

C. After exercising due diligence, the Board, Council or committee shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

D. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board, Council or committee shall determine by a majority vote of the disinterested Directors or Council members whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Section 4. Violations of the Conflicts of Interest Policy

A. If the Board, Council or a committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

B. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board, Council or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

The minutes of the meetings of the Board, the Council and all committees with Board-delegated powers shall contain:

A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the

nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's, Council's or committee's decision as to whether a conflict of interest in fact existed.

B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V. Compensation

A. A voting member of the Board who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.

B. A voting member of the Council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.

C. No voting member of the Board, the Council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to the Board, the Council or to any committee regarding compensation.

Article VI. Annual Statements

Each Director, Officer, member of the Council and member of a committee with Board-delegated powers shall annually sign a statement which affirms such person:

- A. Has received a copy of the conflicts of interest policy,
- B. Has read and understands the policy,
- C. Has agreed to comply with the policy, and
- D. Understands the Association is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII Periodic Reviews

To ensure the Association operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Association's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further

charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII Use of Outside Experts

When conducting the periodic reviews provided for in Article VII, the Association may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of its responsibility for ensuring periodic reviews are conducted.



Association of Physicians of Pakistani-Descent of North America

Annual Statement on Conflicts of Interest

I, _____ a director, officer, council member or committee member of the Association of Physicians of Pakistani-Descent of North America, hereby affirm that I:

- 1 Received a copy of the Association of Physicians of Pakistani-Descent of North America's Conflict of Interest Policy,
- 2 Read and understood the Policy,
- 3 Agree to comply with the Policy, and
- 4 Understand the Association of Physician's of Pakistani-Decent of North America is charitable in nature and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.
- 5 I understand and acknowledge that my individual participation in or contribution to any other organization, including any organization that may from time to time contract with the Association of Physicians of Pakistani-Descent of North America, is a separate and distinct relationship and I may not bind or otherwise involve the Association in matters related to outside organizations.

Signature

Office or position held

Date

“Appendix B” Teleconference Guidelines

1. Each committee should designate one member to ensure that the teleconferences are recorded. Please note that the recordings expire after 30 days so be sure to download the file and save it on your computer before the file expires. A copy of the recording file should be sent to the APPNA Central Office for archival purposes. Participants in the teleconference should be made aware that the conversation will be recorded for transparency purposes.
2. Each committee should designate one member as the official secretary who will be responsible for composing minutes of each meeting. The minutes are to be completed and shared with all committee members prior to the next teleconference. Also, a copy of the minutes should be sent to the APPNA Central Office, the Chair of the Communications Committee, and the APPNA President.
3. An alphabetized list of committee members should be provided to each committee member in order to allow them to familiarize themselves with their fellow members.
4. Before starting a teleconference, the prior meeting’s minutes should be approved by the committee.
5. An agenda should be created by the Chairperson and shared with the committee prior to each teleconference to ensure the members are aware of the discussion topics and prepared for the meeting. Any member requests to add items to the agenda should be submitted to the Chairperson prior to the meeting.
6. While logged in to the teleconference, each member should mute their line unless they are speaking. This will create less static and enhance the sound quality of the teleconference for all members.
7. When using acronyms, ensure that the entire committee is familiar with the acronym and begin by providing the full name of the acronym. (Ex. begins by explaining that TCF stands for The Citizens Foundation and then revert to using TCF).
8. The Chairperson will be the teleconference moderator and will be responsible for ensuring that discussion phases are organized. A suggestion to ensure organized discussion is to solicit comments from each member in alphabetical order. This would ensure that each member is given the chance to speak. It would also allow members to anticipate their turn by referring to the alphabetized committee member list.
9. The members should address the Chair and take permission before speaking. They should refrain from talking among each other. When speaking, they stay on the pertinent topic.
10. When items are to be voted upon, there should be clear replies in the form of “in favor,” “not in favor,” or “abstain.”
11. Should a member not be able to attend to a teleconference, they must inform the Chairperson of their absence in advance.
12. Should a member need to temporarily log off from the teleconference or leave the teleconference prior to the teleconference concluding, they must inform the Chairperson via email or text message and wait for a confirmation from the Chairperson before exiting the teleconference. This would keep the meeting orderly and help if a vote is to be sought the absence of the member. This is also helpful should there be a tied vote; an attempt can be made to contact the absent member to obtain their vote.
13. Please submit a preferred telephone number to your Chairperson so that it is easy to contact you should a change in schedule or in the call-in number.

**“Appendix C”
Sample MOU**

Memorandum of Understanding
between the Association of Physicians of Pakistani-Descent of North America
and _____

This Memorandum of Understanding is entered on the date set forth below by and between the Association of Physicians of Pakistani-Descent of North America, also known as APPNA, an Illinois not for profit corporation and a recognized 501 c 3 organization (“APPNA” or “Grantor”) and the _____, a recognized charity in the country of Pakistan (_____ or “Grantee”).

RECITALS

- The aims and objectives of APPNA include support and participation in charitable activities both in Pakistan and in North America;
- APPNA through its Social Welfare and Disaster Relief Committee desires to support the provision of relief efforts in the area of healthcare, including provision of medical services, equipment and medicines in areas of the world where needed;
- _____ operates special relief services in the _____ region of Pakistan;
and
- _____ has applied to APPNA for grant funds to further its relief efforts in the _____ region of Pakistan and is willing to adhere to the terms and conditions set forth below.

NOW, THEREFORE APPNA and _____ agree as follows:

1. APPNA agrees to provide the funding identified in Appendix A, attached hereto and incorporated herein, to _____ for the specific purposes identified therein (the “Grant”).
2. _____ agrees that it will hold the APPNA Grant funds in trust, safeguarded from loss, misuse or diversion and it will use the APPNA Grant funds only for the purpose identified in Appendix A; in the event that _____ shall cease to exist, terminate the relief efforts described in Appendix A or otherwise violate the terms of this MOU, it shall return the funds, or that portion of the funds that cannot be documented with Grant activities, to APPNA. If such funds are not returned upon 30 days written notice, APPNA, at its sole discretion may take unilateral action to recover the funds and/or to reassign the Grant activities to another organization.

3. _____ agrees that it will exercise the highest care to prevent even the appearance that the APPNA Grant funds are being used in an improper manner and to require full disclosure of any relationship among individuals or business entities that may be or appear to present a conflict of interest. A conflict of interest is a relationship through which an individual's involvement in the Grant project causes the individual or the individual's family, business or other organization to receive a monetary or other valuable benefit as a result of that relationship. All actual or potential conflicts of interest must be disclosed to APPNA prior to the award or as soon as they may arise. A conflict of interest does not preclude award, but may necessitate the implementation of additional safeguards to protect the interests of APPNA and the ultimate Grant funds recipients.
4. _____ agrees to submit written progress and financial reports of all expenditures of Grant funds and Grant Activities to APPNA at least quarterly commencing upon the execution of this MOU including at a minimum: (i) the purpose for which the funds have been used, (ii) the total US dollar amount of funds used to date, and (iii) records of receipt, contracts or other documentation of the transaction, and to facilitate site visits/audits as requested by the APPNA Representative identified in Appendix A.
5. _____ acknowledges and agrees that it (i) has provided evidence of public charity status or otherwise sworn an oath to that effect acceptable to APPNA and (ii) must immediately notify the APPNA Representative in writing if there is any change in that status, as it is a condition of the Grant.
6. _____ agrees to duly acknowledge APPNA's contribution to its relief efforts on-site as well as off-site, and in its official publications, including newsletters, annual reports, websites, etc.
7. APPNA shall authorize transfer of the Grant funds to the APPNA Representative for periodic disbursement consistent with the terms and conditions of Appendix A and this MOU.
8. Disbursement of Grant Funds to _____'s account shall be upon specific disbursement request, identifying with specificity the purpose of the disbursement, the estimated cost of the activity and any matching funds to be contributed by _____ or another organization.
9. _____ agrees to maintain separate records of account for the Grant funds which records shall be open and available for APPNA review and audit at all times.
10. _____ agrees to provide APPNA a Grant Completion Report at the conclusion of the Grant activities or upon the full expenditure of the Grant funds, whichever shall occur first and to return any unused Grant funds and/or interest earned to APPNA at the conclusion of the Grant activities.

11. _____ agrees to indemnify and hold APPNA harmless from any and all liabilities incident to its involvement or participation in the Grant activities.
12. This MOU (along with Appendix A) between APPNA and _____ contains the entire understanding between the parties and supersedes any prior agreements between the parties concerning the subject matter of this MOU.
13. This MOU shall be governed by the internal law of the State of Illinois, United States of America, without regard to its laws of conflicts.

This Memorandum of Understanding is executed this ____ day of _____, 20__.

Association of Physicians of Pakistani-
Descent of North America

By:
Its:

Date_____

By:
Its:

Date_____