**City of Columbus**

**Department of Public Utilities**

**Conflict of Interest Policy for U.S. Department of Energy Grants**

**I. PURPOSE**

The purpose of this policy is to identify and manage conflicts of interest for Department of Public Utilities (DPU) projects funded in whole or in part by financial assistance from the U.S. Department of Energy (DOE). Such funding may be received either directly by DPU or indirectly as a sub-recipient of another agency. This policy incorporates obligations set forth in the DOE Conflict of Interest (DOE COI) Policy. Interpretation of this DPU policy shall be consistent with the DOE COI policy. This policy also serves to ensure appropriate use of property and other assets in connection with a DOE award to DPU.

Compliance with this policy does not excuse a City employee from compliance with Columbus City Charter section 227, which prohibits City employees from having *any* beneficial interest in a contract with the City of Columbus and which incorporates the requirements of Ohio Revised Code chapter 2921, or from compliance with the City’s Ethics and Conduct Policy or state law. Employees should review the these requirements to ensure compliance with this policy, City Charter section 227, Ohio Revised Code chapter 2921, City’s Ethics and Conduct Policy, and state law.

**II. APPLICABILITY**

This policy applies to the City as an entity and also to any Investigator who is planning to participate in or is participating in a project funded under a DOE financial assistance award.

**III. PROCEDURES**

**A. Roles and Responsibilities of Personnel**

**1. Designated Official**

a. The City’s Director of Public Utilities or Director’s designee shall serve as the Designated Official for enforcement and maintenance of this policy.

b. The Designated Official shall keep this policy up to date, which shall include monitoring updates or revisions to the DOE COI policy.

c. The Designated Official shall review disclosures made by Investigators. This review shall be done within 60 days of when a disclosure is made. For disclosed travel, the Designated Official shall determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes a Financial Conflict of Interest with the project funded under the DOE award.

As part of the review, the Designated Official shall determine whether an Investigator's Significant Financial Interest is related to a project funded under a DOE award. An Investigator's Significant Financial Interest is related to a project funded under a DOE award when the City, through the Designated Official, reasonably determines that the Significant Financial Interest could be affected by the project, could affect the project, is in an entity whose Financial Interest could affect the project, or is in an entity whose Financial Interest could be affected by the project. If it is so related, the Designated Official shall determine whether the Significant Financial Interest is a Financial Conflict of Interest. A Financial Conflict of Interest exists when the City, through its Designated Official, reasonably determines that the Significant Financial Interest could directly and significantly affect the purpose, design, conduct, or reporting of the project funded under a DOE award. The Designated Official may involve the Investigator in the determination.

d. If the Designated Official finds a Financial Conflict of Interest, the Designated Official shall take actions as necessary to manage the Financial Conflict of Interest, including any Financial Conflict of Interest of a Subrecipient Investigator. Management of an identified Financial Conflict of Interest requires development and implementation of a management plan and, if necessary, a retrospective review and a mitigation report pursuant to the DOE COI policy. Management may include mitigating or eliminating the conflict of interest to ensure, to the extent possible, that the purpose, design, conduct, and reporting of a project will be free from bias. Management may also include:

1. Public disclosure of the Financial Conflict of Interest (e.g., when presenting or publishing the project);
2. Appointment of an independent monitor or oversight committee capable of taking measures to protect the purpose, design, conduct, and reporting of the project against bias resulting from the Financial Conflict of Interest;
3. Modification of the project plan;
4. Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the project;
5. Reduction or elimination of the Financial Interest (e.g., sale of an equity interest); or
6. Severance of relationship(s) that create Financial Conflicts of Interest.

e. The Designated Official shall maintain records relating to all Investigator disclosures under this policy, the review of and response to those disclosures (whether or not a disclosure resulted in the determination of a Financial Conflict of Interest), and all actions under this policy or retrospective review, if applicable, for the time period specified by whichever of the following prescribes the longest time period:

i. 2 C.F.R. 200.334;

ii. Dates specified in the individual DOE award terms and conditions;

iii. Applicable Ohio law.

f. Whenever the City identifies a Significant Financial Interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed by the City during an ongoing project funded under a DOE award, the Designated Official shall, within 60 days: review the Significant Financial Interest; determine whether it is related to the project funded under a DOE award; determine whether a Financial Conflict Of Interest exists; and, if so:

i. Implement, on at least an interim basis, a management plan that shall specify the actions that have been and will be taken to manage such Financial Conflict of Interest going forward;

ii. In addition, whenever a Financial Conflict of Interest is not identified or managed in a timely manner, including failure by an Investigator to disclose a Significant Financial Interest that is determined by the City to constitute a Financial Conflict of Interest; failure by the City to review or manage such a Financial Conflict of Interest; or failure by an Investigator to comply with a Financial Conflict of Interest management plan, the City shall, within 120 days of the City’s determination of noncompliance, complete a retrospective review of the Investigator's activities and the project funded under the DOE award to determine whether any project activity, or portion thereof, conducted during the time period of the noncompliance, was biased in the purpose, design, conduct, or reporting of the project.

iii. The Designated Official shall document the retrospective review, which may include key elements such as DOE award number; project title; Principal Investigator (PI) or contact PI if a multiple PI model is used; name of the Investigator with the Financial Conflict of Interest; name of the entity with which the Investigator has a Financial Conflict of Interest; reason(s) for the retrospective review; detailed methodology used for the retrospective review (e.g., methodology of the review process, composition of the review panel, documents reviewed); findings of the review; and conclusions of the review.

iv. Based on the results of the retrospective review, if appropriate, the Designated Official shall ensure that the City updates a previously submitted Financial Conflict of Interest report to DOE, specifying the actions that will be taken to manage the Financial Conflict of Interest going forward. If bias is found, the Designated Official shall ensure that the City notifies the DOE program office promptly and submits a mitigation report to the DOE program office. The mitigation report must include, at a minimum, the key elements documented in the retrospective review above, a description of the impact of the bias on the project, and the City’s plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the project is salvageable).

g. The Designated Official shall, whenever the City implements a management plan pursuant to this policy, monitor Investigator compliance with the management plan on an ongoing basis until the completion of the DOE award.

h. The Designated Official may revise this policy to require the management of other conflicts of interest related to DOE awards, as the City deems appropriate.

**2. Training Officer**

The Deputy Director of Public Utilities or the Deputy Director’s designee shall serve as the Training Officer for this policy. The Training Officer shall inform each Investigator of this policy by the date that the City first certifies that it is in full compliance with the DOE Interim COI Policy.

The Training Officer shall require each Investigator to complete training on this policy under the following circumstances whenever they occur:

a. Prior to an Investigator engaging in projects related to any DOE financial assistance award and at least every four years thereafter, as long as the engagement is ongoing;

b. When this policy is substantively revised;

c. When an Investigator becomes an Investigator for the first time; and

d. When the Designated Official finds that an Investigator is not in compliance with this policy.

**B. Organizational Conflicts of Interest**

The City will disclose in writing any potential or actual organizational conflict of interest to the DOE program office in its application for financial assistance or prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. The disclosure will comply with the requirements of the DOE COI Policy.

The City will not complete any procurement action that may result in an Organizational Conflict of Interest unless the effects of the potential or actual organizational conflict of interest can be effectively avoided, neutralized, or mitigated.

**C. Publication**

Not later than 180 days after DOE makes its first award to the City after the effective date of this policy, the Designated Official shall make this policy available via a publicly accessible website.

**D. Accessibility**

1. The City shall respond to any requestor, within five business days of a request, of information concerning any Significant Financial Interest disclosed to the City that meets the following three criteria:

a. The Significant Financial Interest is still held by the senior/key personnel as defined by this policy;

b. The City determined that the Significant Financial Interest is related to the project funded under the DOE award; and

c. The City determined that the Significant Financial Interest is a Financial Conflict of Interest.

2. The response under a. shall include, at a minimum, the following: the Investigator's name; the Investigator's title and role with respect to the project; the name of the entity in which the Significant Financial Interest is held; the nature of the Significant Financial Interest; and the approximate dollar value of the significant financial interest (dollar ranges are permissible: $0-$4,999; $5,000-$9,999; $10,000-$19,999; amounts between $20,000-$100,000 by increments of $20,000; amounts above $100,000 by increments of $50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value. The response must also note that the information provided is current as of the date of the correspondence and is subject to updates, on at least an annual basis and within 60 days of the City’s identification of a new Financial Conflict of Interest, which should be requested subsequently by the requestor.

**E. Duties of Investigators**

1. An Investigator shall disclose to the Designated Official any Significant Financial Interest no later than the time of application for the DOE award or prior to participating in a project funded under a DOE award, whichever occurs first for the Investigator. The Investigator shall use the Disclosure Form attached to this policy as Appendix A.

2. Provided the Investigator is continuing to participate in the DOE award, the Investigator shall submit an updated Disclosure Form at least annually, not later than March 1 of each year, during the period of the award.

3. Each Investigator, as long as the Investigator continues to participate in the DOE award, shall submit an updated Disclosure Form within 30 days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

4. Investigators shall take reasonable steps to ensure that Subrecipient Investigators comply with the DOE COI policy.

**F. DOE Reporting**

The City shall provide reports to DOE on Financial Conflicts of Interest as required by the DOE COI policy and any DOE award terms. Report content must comply with the DOE COI policy and any DOE award terms.

**IV. ASSET MANAGEMENT**

If the City receives any assets or property in connection with a DOE award, the Designated Official shall ensure that those assets and property are subject to the same safeguards as for state property as outlined in the PUCO’s Asset Management Policy (300.02).

**V. COMPLIANCE**

Any City employee that fails to comply with this policy will be subject to disciplinary action as determined based upon the severity of incident(s), up to and including removal, in addition to any applicable federal penalties.

**VI. DEFINITIONS**

“Designated Official” means the City’s Director of Public Utilities or the Director’s designee.

“Financial Conflict of Interest” means a situation in which a Significant Financial Interest or financial relationship could directly and significantly affect the design, conduct, reporting, or funding of a DOE-award project.

“Financial Interest” means anything of monetary value, whether or not the value is readily ascertainable.

“Investigator” means any City employee or public official or any person under contract with the City, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE, unless otherwise specified in the federal funding opportunity announcement (FOA) or the terms and conditions set forth by DOE for the award. DOE may expand the definition of “investigator” to include any person who participates in the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. Investigators may be collaborators, consultants, or graduate (master’s or PhD) students.

“Organizational Conflict of Interest” means a situation where because of relationships with an affiliate or subsidiary organization, the City is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

“Senior/key personnel” means the Principal Investigator; any other person who significantly influences the design, conduct, or reporting of a project funded under a DOE award; and any other person identified as senior/key personnel by the City in the application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by the City under this policy.

“Significant Financial Interest” means both of the following:

1. A Financial Interest consisting of one or more of the following interests of the Investigator or interests of the Investigator's spouse or dependent children that reasonably appear to be related to the Investigator's professional responsibilities on behalf of the City (including research, consultation, analysis, development of program parameters, administration, inspection, monitoring, reporting, reviewing applications, teaching, professional practice, institutional committee memberships, and service on panels):

a. With regard to any foreign or domestic publicly traded entity, the value of any remuneration received from the entity in the 12 months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;

b. With regard to any foreign or domestic non-publicly traded entity, the value of any remuneration, not otherwise disclosed as current, pending, or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or holding any equity interest (e.g., stock, stock option, or other ownership interest);

c. Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

2. Any reimbursed or sponsored travel by the Investigator (i.e., that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available) related to the Investigator’s institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures. This does not apply to travel that is reimbursed or sponsored by the PUCO or a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

“Significant Financial Interest” excludes the following types of financial interests: salary, royalties, or other remuneration paid by the City to the Investigator if the Investigator is currently employed or otherwise appointed by the City, including intellectual property rights assigned to the City and agreements to share in royalties related to such rights; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by the City or a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for the City or a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

“Subrecipient Investigator” means an Investigator employed by or otherwise working with a Subrecipient.

“Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Appendix A**

**City of Columbus Disclosure Form for DOE Awards – Significant Financial Interests**

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| --- | --- | --- |
| Initial Disclosure | Annual Update | Update for Discovery or Acquiring Significant Financial Interest |

I have no Significant Financial Interests as defined in the City of Columbus Conflict of Interest Policy for U.S. Department of Energy Grants policy.

I have one or more Significant Financial Interests as defined in the City of Columbus Conflict of Interest Policy for U.S. Department of Energy Grants. Explanation of Significant Financial Interests:

Please type the explanation here. For travel, include the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration. Indicate if documentation is attached.

I understand that this Disclosure is required to obtain funding from the U.S. Government.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(full name and title)

certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

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Signature

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Date