

**STUDENT EDUCATION
AFFILIATION AGREEMENT**

BETWEEN

**NORTH BROWARD HOSPITAL DISTRICT
d/b/a BROWARD HEALTH**

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

STUDENT EDUCATION AFFILIATION AGREEMENT

THIS STUDENT EDUCATION AFFILIATION AGREEMENT ("Agreement"), is entered into by and between **NORTH BROWARD HOSPITAL DISTRICT d/b/a BROWARD HEALTH**, a special taxing district of the State of Florida ("Broward Health"), and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("BCPS")**, to be effective the ____ day of _____, 2018 or upon the date of the last signature of the parties to this Agreement, whichever date is later (the "Effective Date").

R E C I T A L S

WHEREAS, Broward Health operates acute care hospitals and medical facilities across Broward County, Florida (the "Hospital Premises");

WHEREAS, BCPS engages in the education and training of students (each hereinafter referred to singularly as "Student" or collectively as "Students");

WHEREAS, as part of its educational program, BCPS allows its Students to rotate through a clinical rotation site, whereby Students may participate in medical education and/or research at an external site;

WHEREAS, Broward Health, in the interest of furthering the educational training objectives of BCPS, is willing to accept certain Students to participate in an educational training rotation at the Hospital Premises;

WHEREAS, the parties recognize that the negotiation, commencement and performance of this Agreement is subject to substantial state and federal regulation, Broward Health Code of Conduct, policies, and guidelines, and that they shall at all times endeavor to comply with all applicable regulations, policies, and guidelines;

WHEREAS, pursuant to the terms and conditions described herein, Broward Health and BCPS wish to affiliate and establish a close relationship in order to enhance the training and education of BCPS's Students.

NOW THEREFORE, for and in consideration of the mutual terms, conditions, covenants, agreements and obligations contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.
2. **Affiliation of Broward Health and BCPS**. The parties desire to collaborate on a clinical education program pursuant to which Students of BCPS that are assigned to participate in an educational experience at the Hospital Premises under Section 5 hereof will spend time on Hospital Premises (the "Program"). This Agreement sets forth the terms and conditions common to all rotations of Students to the Hospital Premises. The specific terms and

conditions pursuant to which Students may participate in a Program shall be set forth in addendums hereto (each such addendum being a "Program Letter of Agreement").

3. **Educational Experience.** The educational experiences for the Students within the Program shall:
 - a. be consistent with the requirements of BCPS's curriculum for the Students as provided in writing to Broward Health from time to time, provided that Broward Health shall have the right to object to such requirements, in Broward Health's sole discretion, in which case BCPS will review the requirements and collaborate with Broward Health to modify them in accordance with Broward Health's objection;
 - b. BCPS shall provide Broward Health with such documentation of its curriculum for the Students that is reasonably satisfactory to Broward Health upon execution of this Agreement, which documentation shall be updated promptly following any changes thereto;
 - c. be consistent with the requirements of all applicable accrediting bodies; and
 - d. include those elements described in the applicable Program Summary which is attached hereto as **Attachment 1**.
 - e. Supervision of the Students while on site at Hospital Premises as Program participants shall be provided in accordance with the bylaws, rules, regulations, policies, procedures, standards or regulations of Broward Health, including Broward Health's Code of Conduct, Broward Health's Corporate Compliance and Ethics Program, Broward Health's Human Resources Administrative Policy and Procedure Manual, and the Drug Free Workplace and Drug Testing Policy (collectively, the "Broward Health Policies"), the requirements of all applicable accrediting bodies, and applicable ordinances, statutes, regulations, directives, orders and other lawful enactments or pronouncements of any federal, state, municipal, local, and other lawful authority ("Law"). Such supervision shall be provided (i) by Broward Health, or (ii) as otherwise agreed by the parties from time to time, so long such agreed-upon provision of supervision is permitted by Broward Health Policies, the requirements of all applicable accrediting bodies, and applicable Law.
 - f. Students shall be permitted to assist in the performance of certain services at the Hospital Premises only as permitted by Broward Health, from time to time, in its sole discretion, in accordance with Broward Health Policies, the requirements of all applicable accrediting bodies, and applicable Law.
4. **Prior Execution.** This Agreement and the applicable Program Letter of Agreement must be fully executed by Broward Health and BCPS prior to arrival of any Student at the Hospital Premises for participation in the Program.

5. **Participation by Students.**

a. **Assignment.**

1) BCPS shall identify Students currently enrolled at BCPS that meet the qualifications set forth in Section 5(b) hereof as candidates to participate in the Program and consult with Broward Health regarding the Students so identified. BCPS will notify Broward Health, at a mutually agreed upon amount of time in advance of: (i) its planned schedule of Student assignments, including the name of the Students assigned; (ii) level of academic preparation of each Student; and (iii) the length and dates of the Program.

2) Broward Health will determine the number of Students that it can accommodate during a given period of time and will communicate such determination to BCPS. Notwithstanding anything in this Agreement to the contrary, Broward Health will have the right to temporarily or permanently suspend the Program if necessary, in the sole discretion of Broward Health, to address mass casualty, emergency conditions, increased patient census, or to facilitate the operations of Broward Health.

b. **Qualifications.** The parties shall mutually agree on the qualifications of the Students. BCPS shall provide Broward Health all documentation necessary to show that each Student has met all qualifications prior to the Student's participation in the Program.

c. **Performance Evaluation.** The BCPS will supply Broward Health with appropriate forms to be used in evaluating the performance of Students during the Program. Broward Health will evaluate the performance of assigned Students pursuant to terms mutually agreed upon by the parties and using evaluation forms supplied by BCPS.

6. **Broward Health's Obligations.** Broward Health agrees that as an express condition of this Agreement, at all times during the Term, Broward Health shall do the following:

a. **Quality of Care.** Broward Health shall (i) have ultimate responsibility for the quality of care rendered at the Hospital Premises; (ii) comply with the patient care services and other applicable requirements in connection with the Students' participation in the Program, including those regarding Student supervision, Student monitoring and written documentation; and (iii) in connection with the Students' participation in the Program, retain such other responsibilities and comply with such other requirements as may be imposed on Broward Health by Law regarding the provision of professional services and patient care at the Hospital Premises. While at the Hospital Premises, Students are not to replace Broward Health staff and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a Student and a patient will be under the proximate supervision of staff member of Broward Health.

b. **Student Removal.** Broward Health may, in its sole discretion, immediately remove any Student from the Hospital Premises and/or from participating in the Program. Broward

Health shall make an effort to discuss any removal hereunder with BCPS prior to such removal. Nevertheless, Broward Health may immediately remove any Student from the Hospital Premises and/or from participating in the Program if and when Broward Hospital determines, in its sole discretion, that such removal is necessary or appropriate. Broward Health will notify BCPS concerning any removal hereunder.

- c. Broward Health Liaison. Broward Health will designate a Broward Health liaison who will be responsible for overseeing the Students assigned to Broward Health.
 - d. Emergency Medical Treatment. Broward Health shall provide emergency medical treatment, if necessary, to any Student who becomes ill or is injured while participating in the Program at the Hospital Premises. Broward Health may demand payment for such treatment from the Student or any applicable health insurance plan.
 - e. Policies, procedures, or department requirements. Broward Health shall provide SBBC with any Broward Health policy, procedure or department requirement applicable to this Agreement.
7. BCPS's Obligations. BCPS agrees that as an express condition of this Agreement, at all times during the Term, BCPS shall do the following:
- a. BCPS Parties. BCPS shall require and ensure that every Student, faculty member, personnel, staff member, clinician, employee, or agent of BCPS on site at Hospital Premises in connection with the Program (collectively, the "BCPS Parties") shall, and BCPS shall require, ensure and advise BCPS Parties that they shall: (i) follow the Broward Health Policies and applicable Law at all times while participating in the Program; (ii) use any facilities, equipment, instruments, pharmaceuticals and supplies furnished by Broward Health solely for the purposes for which they are customarily used and in a manner consistent with sound practice; (iii) acknowledge that Broward Health is committed to providing a drug-free work place and will not tolerate unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around the Hospital Premises; and (iv) complete incident reports and properly and promptly report to applicable Broward Health personnel any observed or known incident in accordance with Broward Health Policies.
 - b. Background Checks. BCPS shall complete a criminal background check for each Student both prior to such Student's participation in the Program and upon Broward Health's reasonable request, and shall present the results of such background checks to Broward Health. Broward Health may, in its sole discretion, exclude any Student from participating in the Program if a background check reveals an adverse matter.
 - c. Distribution of Broward Health Policies. Prior to any Student's participation in the Program, BCPS shall distribute to such Student any and all Broward Health Policies provided by Broward Health to BCPS, including Broward Health's privacy policies and procedures.

- d. Orientation and Training. Students participating in the Program shall have met and continue to meet, and BCPS shall require and ensure that each such Student has met and continues to meet, all orientation and/or training program related requirements (i) of Broward Health, including any and all requirements set forth in Broward health Policies; (ii) of applicable regulatory and accrediting bodies; and (iii) set forth in applicable Law. BCPS agrees that, if permitted by Law and applicable accrediting bodies, the BCPS shall provide such orientations and training programs at Broward Health's direction.
- e. Identification. At all times while on site at Hospital Premises and participating in the Program, each Student shall, and BCPS shall require, ensure and advise each Student that each such individual shall wear, such that they are clearly visible, identification badges and uniforms required by Broward Health.
- f. Insurance. BCPS shall provide and maintain, at its own expense, general liability insurance in an amount not less than one millions dollars (\$1,000,000) per occurrence and professional liability insurance covering Students rotating at the Hospital Premises in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate. A certificate of insurance (or copy of the insurance policy) verifying such coverage will be delivered to Broward Health prior to the commencement of this Agreement and annually thereafter. Broward Health will be notified at least thirty (30) days prior to cancellation, notice of cancellation, reduction, or material change in coverage. In the event this insurance is claims-made, BCPS warrants and represents that it will purchase, or in the case of its Students cause its Students to purchase, appropriate tail coverage for claims, demands, or actions reported in future years for acts or omissions during the Term. In the event of insufficient coverage as defined in this Section, or lapse of coverage, Broward Health reserves the right to terminate this Agreement immediately.
- g. Broward Health shall maintain general and professional liability insurance in an amount not less than one million dollars \$1,000,000 per occurrence.
- h. BCPS Disclosure of Education Records. BCPS shall obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing education records (including the results of criminal background checks) to Broward Health.
- i. Broward Health Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, Broward Health shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Broward Health shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

8. **Billing and Collection.** Broward Health shall be solely responsible for setting its fees and charges for medical services performed at the Hospital Premises, including such services performed by the Students at the Hospital Premises while participating in Program or by any other BCPS Party in connection with the Program (the "Services"). Broward Health shall bill and collect, or arrange for billing and collecting, for all such Services. BCPS and BCPS Parties assign fully to Broward Health any and all rights to bill any patient or third party payor (governmental or otherwise) for the Services. BCPS agrees to cooperate with, and to ensure that BCPS Parties cooperate with, Broward Health in providing to Broward Health information and documentation necessary or appropriate for prompt and accurate billing for any Services provided. The obligations of BCPS under this Section will include ensuring that each BCPS Party documents the Services provided by such BCPS Party accurately and to the extent necessary to allow Broward Health to appropriately bill for the Services provided.
9. **Medical Records.** All medical records of patients treated or observed by Students will remain at all times the sole property of Broward Health and may not be copied or removed from the Hospital Premises by Students without the express written consent of Broward Health. At all times during the Term and thereafter, BCPS shall ensure that all Students protect from unauthorized disclosure all information, records, and data pertaining to Broward Health, its patients, staff, facilities and corporate affiliates.

10. **BCPS Representations & Warranties.**

- a. BCPS hereby represents, warrants and covenants to Broward Health at all times during the Term the following: (i) this Agreement has been duly authorized by all required corporate action of BCPS; (ii) it has, and shall maintain in good standing, all licenses, certifications, accreditations and other credentials as may be necessary for operation of BCPS; (iii) each medical Student meets the requirements necessary to participate in the Program; and (iv) it shall immediately notify Hospital of its failure to satisfy any of the requirements of this Section and the reasons therefor.
- b. BCPS hereby represents, warrants and covenants that, both prior to and during the Term, it and its personnel, clinicians, students, faculty members, employees, and agents, including BCPS Parties (i) shall not have been (1) suspended, excluded or debarred from participation in any federal or state health care program, or (2) under investigation or involved in any legal proceeding which may lead to such a suspension, exclusion, or debarment, and (ii) shall not have appeared on the Office of Inspector General's List of Excluded Individuals/Entities. BCPS shall immediately notify Broward Health of its failure to satisfy any of the requirements of this Section and the reasons therefor.
- c. BCPS hereby represents, warrants and covenants that, both prior to and during the Term, it and its personnel, clinicians, students, faculty members, employees, and agents, including BCPS Parties shall not have been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.
- d. BCPS hereby represents, warrants and covenants that, both prior to and during the Term, it and its personnel, clinicians, students, faculty members, employees, and agents, including BCPS Parties are not undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body or auditing entity related to regulatory compliance issues.
- e. BCPS hereby agrees to notify Broward Health in writing, immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of its personnel, clinicians, students, faculty members, employees, and agents, including BCPS Parties or any of its principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.
- f. BCPS hereby acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement.
- g. BCPS hereby agrees to notify Broward Health immediately, in writing, if any of the foregoing conditions occur. Furthermore, BCPS acknowledges and understands that Broward Health reserves the right to terminate this Agreement immediately upon notification by BCPS, or discovery by Broward Health that any of the foregoing conditions occurred.

11. **Term of Agreement.** Unless terminated earlier, pursuant to Section 12 of this Agreement, the term of this Agreement shall commence upon the execution of both parties and conclude on June 30, 2021, and may at the sole discretion of the SBBC, be renewable for two (2) additional one (1) year periods.
12. **Termination.**
- a. The parties agree that either party hereto shall be entitled to terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to the other.
 - b. Either party may terminate this Agreement at any time upon the other party's material breach and failure to cure within fifteen (15) days of written notice of the breach.
 - c. Broward Health may terminate this Agreement immediately for "cause," which means:
 - 1) Notice to BCPS of the intent to exclude, suspend, debar or otherwise declare BCPS ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program, as defined in 42 U.S.C. § 1320a-7(h) and 1320a-7b(f) ("Federal or State Health Care Program") including the Medicare and/or Medicaid programs;
 - 2) Notice to BCPS, for BCPS's failure to comply with Section 10 hereof;
 - 3) Repeated failure or refusal by BCPS after BCPS has been provided ten calendar (10) days written notice and an opportunity to cure within that ten (10) calendar day period, to comply with any applicable Broward Health policy, procedure, or department requirement; and
 - 4) BCPS's general assignment for the benefit of creditors, petition for relief of bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against BCPS if the same are not dismissed within forty-five (45) days of service.
 - d. If Broward Health and BCPS mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
13. **HIPAA Compliance.** Broward Health and BCPS shall comply with, and shall cause their respective staff, agents, employees, and representatives to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the applicable provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 142, 160, 162 and 164, and the federal standards for electronic transactions contained in 45 CRF Parts 160 and 162, all as may be amended from time to time (collectively, the "HIPAA Regulations").

- a. The parties, including their respective employees, agents, students, and representatives, shall not use or disclose any protected health information, or individually identifiable health information, as defined in the HIPAA Regulations (collectively, the "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or the HIPAA Regulations.
 - b. The parties shall implement appropriate safeguards to prevent the unlawful use or disclosure of PHI.
 - c. BCPS shall report to Broward Health within five (5) business days any uses or disclosures, of which BCPS becomes aware, of PHI in violation of HIPAA or the HIPAA Regulations. BCPS will participate with Broward Health as required in order to mitigate harm caused by any such use or disclosure not permitted by this Agreement or in violation of HIPAA or the HIPAA Regulations. In the event that BCPS contracts with any agents to whom BCPS provides PHI, BCPS shall include provisions in such agreements pursuant to which BCPS and such other contracting parties agree to the same restrictions and conditions that apply to BCPS with respect to PHI, as set forth in this Agreement.
 - d. BCPS will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the HIPAA Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Broward Health or BCPS by virtue of this Section.
 - e. The parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA.
 - f. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
14. **PUBLIC RECORDS - BCPS.** In order to comply with Florida's public records laws, the BCPS shall:
- a. BCPS shall keep and maintain public records required by Broward Health to perform the services required under this Agreement.
 - b. Upon request from Broward Health's custodian of public records, BCPS shall provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. BCPS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if

BCPS does not transfer the public records to Broward Health.

- d. Upon completion of the Agreement, BCPS shall transfer, at no cost to Broward Health, all public records in possession of BCPS or keep and maintain public records required by Broward Health to perform the services required under the Agreement.
- e. If BCPS transfers all public records to Broward Health upon completion of the Agreement, BCPS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If BCPS keeps and maintains public records upon completion of the Agreement, BCPS shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to Broward Health, upon request from Broward Health's custodian of public records, in a format that is compatible with Broward Health's information technology systems.

IF THE BCPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BCPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

15. PUBLIC RECORDS – BROWARD HEALTH. In order to comply with Florida's public records laws, the Broward Health shall:

- a. Broward Health shall keep and maintain public records required by Broward Health to perform the services required under this Agreement.
- b. Upon request from BCPS's custodian of public records, Broward Health shall provide BCPS with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Broward Health shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Broward Health does not transfer the public records to BCPS.
- d. Upon completion of the Agreement, Broward Health shall transfer, at no cost to BCPS, all public records in possession of Broward Health or keep and maintain public records required by BCPS to perform the services required under the Agreement.
- e. If Broward Health transfers all public records to Broward Health upon completion of the Agreement, Broward Health shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- f. If Broward Health keeps and maintains public records upon completion of the Agreement, Broward Health shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to Broward Health, upon request from BCPS's custodian of public records, in a format that is compatible with BCPS's information technology systems.

IF THE BCPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BCPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

- 16. **Independent Contractors.** Except as otherwise expressly stated in this Agreement, the parties hereby acknowledge and agree that they are independent contractors. BCPS shall not be considered an agent, representative, or employee of Broward Health. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship among the parties hereto. No person on the staff or administration of any Broward Health facility shall be deemed an employee, representative or agent of the BCPS.
- 17. **Confidentiality; Confidential Information.** BCPS acknowledges that, as a result of this Agreement, BCPS may become informed of, and have access to, valuable and confidential information of Broward Health, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies ("Confidential Information"). Accordingly, except as required by law, BCPS will not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer, or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information without the prior written consent of Broward Health, with the exception of disclosure to state licensing agencies, The Joint Commission, and other responsible persons who are in a contractual or fiduciary relationship with BCPS and who have agreed not to further disclose the Confidential Information. BCPS's obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to BCPS prior to the disclosure by Broward Health, (ii) is or becomes generally available to the public other than by breach of this Agreement, or (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to Broward Health. Notwithstanding anything to the contrary contained in this Agreement, BCPS acknowledges that Broward Health, as a public entity, is subject to, among other things, Florida's public records laws, which makes materials communicated to or from Broward Health pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential under Florida Statute. All non-disclosure and confidentiality obligations contained herein are subject to the Florida Public Records Act, Chapter 119, et seq.

18. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
19. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. The obligations under this Section shall survive termination, or nonrenewal of this Agreement.
20. **Federal and State Laws.** BCPS has not entered into, and during the Term BCPS shall not enter into, any financial relationships prohibited under the Stark Law and the regulations promulgated at 42 C.F.R. 411, et seq., or similar state or local statutes or regulations prohibiting certain financial relationships among health care providers, now in existence as related to this Agreement. BCPS has not engaged in, and during the term of this Agreement BCPS shall not engage in, any activities prohibited under the Anti-Kickback Statute, the regulations promulgated pursuant to the Anti-Kickback Statute, related state or local statutes or regulations, or rules of professional conduct, as applicable. Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. The obligations under this Section shall survive termination, or nonrenewal of this Agreement.
21. **Corporate Compliance.** BCPS acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005 ("Compliance Program"). BCPS acknowledges, and shall cause each of its Students, employees and contractors who are providing services hereunder (collectively referred to as the "Individuals") to acknowledge (a) that a summary of the Compliance Program and policies and procedures related to 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") and 42 U.S.C. § 1395mm (the "Stark Law"), along with a copy of Broward Health's Code of Conduct, attached hereto as **Attachment 2** and incorporated herein by this reference, will be provided to BCPS and the Individuals and (b) review of such materials. BCPS shall ensure that this information is provided to the Individuals. BCPS shall participate, and shall cause the Individuals to participate, in the Compliance Program, including, without limitation, adherence to the corporate philosophy statement and all written codes, policies, and guidelines of the Compliance Program. BCPS shall participate, and shall cause the Individuals to participate, in in-service compliance education programs and agrees to contribute to the ongoing compliance efforts as an integral part of this Agreement. BCPS understands, and shall cause the Individuals to acknowledge that each understands, that the Compliance Program may change from time to time and BCPS agrees, and shall cause the Individuals to agree, to adhere to the codes, policies and guidelines of the Compliance Program as they may be modified in the future. In addition, BCPS shall comply, and shall cause the Individuals to comply, with the provisions of Broward Health's Code of Conduct,

as adopted, in order to ensure ethical behavior and clinical competence in the treatment of patients. BCPS shall cause each of the Individuals to receive, review and abide by Broward Health's Code of Conduct. BCPS acknowledges and understands, and shall cause the Individuals to acknowledge their understanding, that failure to support, adhere to and promote the Compliance Program, Broward Health Code of Conduct, policies, and guidelines, as well as the failure to participate in in-service compliance education programs, constitutes a material breach of the Agreement and may result in termination of the Agreement or other sanctions.

22. **Compliance Education.** Each party agrees that if it provides patient care items or services or performs billing or coding functions on behalf of Broward Health under this Agreement, the party shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law in accordance with the training plan of Broward Health under the Corporate Integrity Agreement, effective as of August 31, 2015 between Broward Health and the Office of Inspector General of the United States Department of Health and Human Services. By executing this Agreement, each party certifies that it shall not violate the Anti-Kickback Statute or the Stark Law, as applicable with respect to their performance of this Agreement.
23. **Intellectual Property.** Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or publicity without the specific prior written consent of an authorized representative of the other party as to each such use.
24. **Notice.** Any notice required or permitted under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

To Broward Health: President and Chief Executive Officer
Broward Health
1800 NW 49th Street
Fort Lauderdale, FL 33309

With a Copy to: General Counsel
Broward Health
1800 NW 49th Street
Fort Lauderdale, FL 33309

To BCPS: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a Copy to: Lucille Flynn
The School Board of Broward County, Florida
Career, Technical, Adult and Community Education
1701 NW 23rd Avenue

25. **Governing Law.** This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the State of Florida without regard to its conflict of laws principles.
26. **Venue and Jurisdiction.** All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction in Broward County, Florida and no other place, and BCPS and Broward Health hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.
27. **Attorney's Fees.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. However, Broward Health's and BCPS's liability for costs and reasonable attorney's fees shall not alter or waive Broward Health's or BCPS's sovereign immunity or extend Broward Health's or BCPS's liability beyond the limits established in Florida Statutes section 768.28.
28. **No Waiver.** Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement.
29. **Assignment.** This Agreement may not be assigned by either party except with the prior written consent of the other party, and any attempt to assign or transfer without such consent shall be null and void ab initio. Notwithstanding the foregoing, upon written notice to BCPS, Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to an entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.
30. **Number, Gender.** When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
31. **Successors and Assigns.** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.
32. **Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

33. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.
34. **Entire Agreement.** This Agreement, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.
35. **Amendments.** This Agreement may not be modified or amended except in writing, signed by both parties.
36. **Execution.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.
37. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
38. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 12.
39. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

40. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
41. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
42. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
43. **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
44. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
45. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
46. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective as of the Effective Date. By executing this Agreement, each party certifies that it will not violate the Anti-Kickback Statute or the Stark Law with respect to such party's performance of its obligations under this Agreement, if applicable.

[SIGNATURE PAGE FOLLOWS]

FOR SBBC

(Corporate Seal)

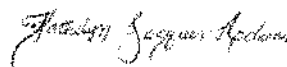
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.,
kathelyn.jacques-adams@sbrowardschools.com
Reason: North Broward Hospital District d/b/a
Broward Health
Date: 2016.07.31 12:49:25 -04'00'

Office of the General Council

FOR BROWARD HEALTH:

(Corporate Seal)

North Broward Hospital District d/b/a
Broward Health

ATTEST:

1.

By _____

_____, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

2. COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

ATTACHMENT 1

PROGRAM SUMMARY

PROGRAM NAME:	Allied Health Assistant (Secondary), Central Service Technician, Medical Coder/Technician, Electrocardiography Technician, Health Unit Coordinator, Licensed Practical Nursing, Massage Therapist, Medical Assistant, Medical Clinical Laboratory Technician/Hemodialysis, Medical Record Transcribing, Optometric Technician, Patient Care Technician/Nursing Assistant, Pharmacy Technician, Phlebotomy Technician, Practical Nursing, Psychiatric Technician, Surgical Technician, Dental Assistant, Emergency Medical Technician and Emergency Medical Responder
SCHOOL DEPARTMENT:	Career, Technical, Adult and Community Education
SCHOOL LIAISON NAME AND CONTACT INFORMATION:	Name: Lucille Flynn Phone: 754-321-8437 Email: Lucille.flynn@browardschools.com
BROWARD HEALTH LIAISON:	Name: Carlos Gonzalez Phone: 954-473-7288 Email: cdgonzalez@browardhealth.org
INSTRUCTOR(S) (If applicable)	Name: Jean Seaver Phone: 954-888-3531 Email: jseaver@browardhealth.org
NUMBER OF STUDENTS:	TBA
NAMES OF STUDENTS:	TBA

ATTACHMENT 2



**BROWARD
HEALTH**

Code of Conduct

October 2015

Our Commitment to Compliance and Integrity

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INTRODUCTION

Broward Health is a fully integrated healthcare system operated by the North Broward Hospital District. As one of the top ten largest safety net systems in the United States, we thrive on delivering the best evidence-based care to our patients. Accordingly, we are focused on developing our healthcare workforce to create clinicians for the future. We support cutting-edge research to provide hope for all who need state-of-the-art therapies and we treat all of our patients as if they are a member of our own family and provide warm, compassionate care to each and every patient.

At Broward Health, we know that our commitment to deliver excellent care to our patients requires a commitment by our entire workforce to do things the right way. We must function as a team, and we must be many things at once. Therefore, we have adopted this Code of Conduct to reflect our values and demonstrate our commitment to meeting the highest standards of compliant and ethical conduct. Our Code of Conduct rests on our commitments to quality, standards, honesty and integrity, transparency, our team, creativity, compassion, and compliance and ethics. It also puts our values into action by giving us a roadmap for prioritizing these principles.

This Code of Conduct has been adopted by the Board of Commissioners to guide each of us in the decisions we must make on a daily basis, but we know that many situations can get complicated, and we have developed a comprehensive Corporate Compliance and Ethics Program to provide additional guidance where it is needed. We also have developed detailed policies and procedures to address specific subjects. Although this Code of Conduct and the related policies and procedures address many of the laws and issues we frequently encounter, it is the responsibility of each member of our team to know, understand, and follow all federal and state laws and regulations that relate to the work he or she does.

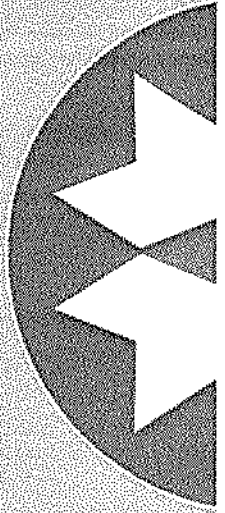
Commitment to the goals of our Corporate Compliance and Ethics Program by each member of our team allows us to be the best at what we do, and so we require each member of our team to comply with this Code of Conduct and the laws, regulations, and policies it incorporates. Participation by every single individual at Broward Health is necessary in order for us to uphold our legal and ethical standards. By committing to the standards outlined in this Code of Conduct, we can continue our mission to provide the best care in the best way possible.

Mission Statement

The mission of Broward Health is to provide quality healthcare to the people we serve.

Vision Statement

Our Charter commissions us to operate our hospitals in service of the public good, and we aim to provide world-class healthcare to all we serve. In serving the healthcare needs of our patients, we care for all.



PURPOSE AND SCOPE OF THE CODE OF CONDUCT

Broward Health's Code of Conduct provides guidance that applies to everyone at Broward Health, including each and every employee, Board member, medical staff member, contractor, subcontractor, agent, and any other person who provides patient care items or services or who performs billing or coding functions for Broward Health. As it is used in this Code, the term "workforce member" means any employee, independent contractor, agent, volunteer, trainee, or other person who performs work for or on behalf of Broward Health. This includes full-time, part-time, and pool employees; associates; directors; officers; managers; supervisors; volunteers; members of the Board of Commissioners and members of standing committees; medical staff employed by or otherwise affiliated with Broward Health; medical students and all other affiliated students or others receiving training at any Broward Health facility; and others who provide goods or services to Broward Health.

The Code of Conduct establishes the general policies and procedures all workforce members must follow as a condition of employment or for providing services to Broward Health. The Chief Compliance and Privacy Officer and/or the Chief Ethics Officer may need to provide further guidance on some complex issues, and may provide additional guidance when questions arise. If there is ever a situation where you feel that following this Code would lead to an incorrect or unethical result, you should contact the Chief Compliance and Privacy Officer at 954.473.7500 or the Chief Ethics Officer at 954.473.7487.

**COMMITMENT TO THE GOALS OF
OUR CORPORATE COMPLIANCE
AND ETHICS PROGRAM BY EACH
MEMBER OF OUR TEAM ALLOWS US
TO BE THE BEST AT WHAT WE DO,
AND SO WE REQUIRE EACH MEMBER
OF OUR TEAM TO COMPLY WITH
THIS CODE OF CONDUCT AND THE
LAWS, REGULATIONS, AND POLICIES
IT INCORPORATES. PARTICIPATION
BY EVERY SINGLE INDIVIDUAL AT
BROWARD HEALTH IS NECESSARY
IN ORDER FOR US TO UPHOLD OUR
LEGAL AND ETHICAL STANDARDS.**

Our Commitment to Compliance and Integrity

PROVIDING QUALITY CARE TO THOSE WE SERVE

Providing Quality Care to Those We Serve

At Broward Health, we know that delivering the highest quality care starts with our relationships with our patients. Delivering excellent, patient-centered care means that in addition to providing good medical care, we protect patient rights and make sure they are a central part of the decision-making process. We also support cutting-edge science to be able to develop and implement evidence-based medicine that takes advantage of the latest technologies and advances in treatment.

We consistently seek to assess our own performance across a number of quality indicators, and always strive to improve. Our Quality Assessment and Oversight Committee helps to direct and maintain performance improvement, and sets system-wide expectations for performance improvement. We also support targeted initiatives to improve specific problems and encourage innovation at all levels in order to meet quality standards.

Patient Rights

Workforce members are expected to provide patient care in a manner that respects and promotes the rights of all patients at Broward Health. Patients have a right to healthcare at Broward Health without regard to age, gender, sexual orientation, gender identity or expression, national origin, race, ethnicity, cultural language, physical or mental disability, or religious background. Broward Health will not discriminate against any patient, regardless of his or her source of payment.

Upon admission, each patient—or when appropriate, the patient's representative—will receive a written copy of the patient's rights

and responsibilities. Patient rights include but are not limited to the following:

- **The right to participate in the healthcare process, and freedom from care provided without the patient's informed consent:**
 - This includes the right to participate in the development and implementation of his or her plan of care, including the provision of advance directives to providers.
 - This also includes the right to receive information about the risks, benefits, and alternatives to particular treatments and procedures. Further, patients have the right to full and complete information about the outcomes of any care or treatment received.
- **The right to choose among providers of goods and services.**
- **The right to a safe environment and freedom from any form of abuse or harassment.**
- **The right to privacy and confidentiality, including the right to receipt of the Notice of Privacy Practices.**
- **The right to accommodations free of charge for vision, speech, hearing, cognitive impairments, or language translation.**
- **The right to pain management.**
- **The right to receive detailed information about the bill for services, regardless of the form or source of payment.**
- **The ability to request an accounting of disclosures, a restriction of use or disclosure of protected health information, and an amendment to the medical record.**

License and Certification Renewals

Workforce members and other individuals in positions that require professional licenses, certifications, or other credentials are responsible for maintaining the current status of their credentials and shall comply at all times with federal and state requirements applicable to their respective disciplines and scope of responsibilities as defined by Broward Health.

Therefore, you must:

- Only provide professional services that require a license, certification, or registration if you have the required license or credential and those services are within the scope of responsibilities as defined by Broward Health.
- Keep any required licenses or professional credentials up-to-date, and be able to provide evidence of your current, active license or credentials. Broward Health will not allow any workforce members to work without a valid license or credentials.
- If your license is revoked or suspended, or if the state or federal government takes any action to restrict your license or your ability to practice on any level, including with respect to particular types of patients, you must immediately report it to a supervisor and Human Resources. Further, if you become aware of someone whose license has been restricted or suspended in any manner, you have a duty to report that restriction or suspension to their supervisor, Human Resources or the Chief Compliance and Privacy Officer.

If a workforce member has any concerns, he or she should contact a supervisor, Human Resources, or the Chief Compliance and Privacy Officer.



Our Commitment to Compliance and Integrity

We hold ourselves to the highest compliance and ethical standards, and always work to make sure that our conduct is permissible by law. This requires our commitment to understanding and following the federal and state laws that govern our activities.

Physicians and Other Potential Referral Sources

Financial Relationships

There are both federal and state laws and regulations which govern the relationship between healthcare providers and physicians who may refer patients to their facilities. Especially important among these laws and regulations are the Stark Law and the Anti-Kickback Statute:

- **The Stark Law addresses concerns that physicians who self-refer may be overusing items and services paid for by Medicare (and in some cases, Medicaid) for their own financial gain. It prohibits a physician from referring a patient for designated health services paid for by Medicare or Medicaid to an entity with which the physician, or his immediate family member, has a financial interest.**
- **The Anti-Kickback Statute prohibits offering, paying, soliciting, or receiving anything of value to induce or reward referrals or otherwise generate business for a Federal healthcare program. This law covers referrals from anyone, not just physicians, and covers any items or services for which payment may be made by a Federal healthcare program.**

Broward Health does not pay for referrals or accept payments for referrals under any circumstances. Further, to help our workforce members comply with these laws, Broward Health has established policies and procedures regarding financial relationships, including

ownership and compensation arrangements between Broward Health and physicians and other referral sources. All agreements for payment or receipt of anything of value with physicians or their immediate family members must be in writing and must comply with the specific provisions of both laws and Broward Health's policies and procedures. Agreements must also be reviewed and approved by the General Counsel's Office, the Corporate Compliance Department, Operations, and in some cases, the Board. Side agreements—those that modify a formal contract—are not permitted.

In addition to being appropriately structured, financial relationships with physicians and other sources of referrals must be closely tracked to make sure that they are carried out as agreed.

Workforce members that are involved in arrangements with physicians, particularly those responsible for making payments to physicians, providing space or services to physicians, and recruiting physicians to the community must be especially aware of the requirements of the laws, regulations, and policies that address these relationships.

Failure to meet all requirements of these laws and regulations can result in serious consequences for Broward Health. It is therefore important to remember the following:

- **We do not accept payments for referrals we make. No Broward Health workforce member or individual acting on behalf of the organization is permitted to solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. Similarly, when making patient referrals to another healthcare provider, we do not take into account the volume or value of referrals that the provider has made (or may make to us).**

- We do not pay for referrals. We accept patient referrals and admissions based solely on the patient's medical needs and our ability to render the needed services. We do not pay or offer to pay anyone, be it workforce members or other persons or entities, for referrals of patients.
- All payments made to physicians and or other entities must be made in connection with current, signed written agreements. Payments must also be commercially reasonable and within the fair market value for the actual services performed, and must be supported by all required documentation (e.g., certification of hours of service).

Business Courtesies with Physicians and Potential Referral Sources

Any entertainment, gift, or token of appreciation involving physicians or other persons who are in a position to refer patients to Broward Health or any of its affiliated entities can only be offered or accepted in accordance with our policies and procedures. Workforce members must consult our policies and procedures before extending or receiving any business courtesy or token of appreciation to or from a potential referral source.



Our Commitment to Compliance and Integrity

Other Laws and Regulations

Emergency Medical Treatment and Active Labor Act (EMTALA)

We follow the federal Emergency Medical Treatment and Active Labor Act (EMTALA) and applicable Florida law on access to emergency services in providing an emergency screening examination and necessary stabilization to all patients, regardless of their ability to pay. This means that we treat anyone with an emergency medical condition, including active labor, provided we have the capacity and capability to care for the patient. We will not delay the medical screening and necessary stabilizing treatment in order to seek financial and demographic information. We do not admit, discharge, or transfer patients with emergency medical conditions simply based on their ability or inability to pay or any other discriminatory factor. Patients with emergent medical conditions are only transferred to another facility at the patient's request or if the patient's medical needs cannot be met at the medical center and appropriate care is available at another facility.

Health Insurance Portability and Accountability Act (HIPAA) and Breach Notification Rule

We collect information about a patient's medical condition, history, medication, and family illness to provide quality care. The Federal Health Insurance Portability and Accountability Act (HIPAA), also known as the Privacy Rule, creates protections for personal health information held by covered entities and gives patients a number of rights with respect to that information. We also comply with all Florida

laws related to patient privacy and confidentiality. In following these privacy laws and regulations, we do not use, disclose, or discuss patient-specific information with others unless it is necessary to serve the patient or is required by law. Workforce members may never use or disclose confidential information that violates the privacy rights of patients. Should you have additional questions about how and when you can use personal health information, contact the Chief Compliance and Privacy Officer at (954) 473-7500.

False Claims Act and Deficit Reduction Act

The Federal False Claims Act (FCA) and Deficit Reduction Act protect Federal healthcare programs including Medicare, Medicaid, and TRICARE from fraud, waste and abuse. The government enacted the FCA to prohibit knowing submission of false or fraudulent claims to the federal government. The Deficit Reduction Act gives states additional flexibility to update their Medicaid programs and combat fraud, waste and abuse. In addition, the Florida False Claims Act deters persons from knowingly causing or assisting in causing the state government to pay claims that are false or fraudulent. Both statutes provide remedies for obtaining treble damages and civil penalties when money is obtained from the federal or state government because of a false or fraudulent claim.

Broward Health complies with these laws and all related regulations, and has policies to detect, report, and prevent fraud, waste and abuse, as well as to provide protection for whistleblowers. All workforce members should report suspected improper conduct consistent with the Broward Health reporting policies and procedures.

Antitrust Laws

Antitrust laws are designed to create a level playing field in the marketplace and to promote fair competition. Discussing Broward Health's business—such as how prices are set, or the terms of vendor relationships—with a competitor can result in a violation of these laws. Workforce members need to be mindful when at outside meetings to not participate in discussions regarding these types of prohibited subjects.

Accreditation and Surveys

A key component of establishing our reputation for quality is participating in the accreditation process. In preparation for, during, or after surveys, Broward Health workforce members must deal with all accrediting and external survey bodies (such as The Joint Commission) in a direct, open, and honest manner. Likewise, when government agencies conduct surveys, we must respond with openness and accurate information. Workforce members must never conceal, destroy, or alter documents, even if they relate to a possible violation of law. All the information we provide to accrediting or other surveying bodies must be accurate and not misleading.

Environmental Standards

Broward Health is committed to providing a safe and secure environment for patients, family members, workforce members, visitors, and customers. We comply with established safety and infection control laws and regulations, which are intended to prevent

job-related hazards. We are consistent with ergonomic standards and maintain a safe work environment.

We are respectful of the environment and conserve natural resources. We exercise our policies and procedures with regard to the environment and use Broward Health buildings, property, laboratory processes, and medical products in accordance with federal, state, and accreditation standards. We comply with permit requirements that allow for the safe discharge of pollutants into the air, sewage systems, water, or land. We comply with all laws and regulations governing the handling, storage, use, and disposal of hazardous materials, infectious wastes, and other pollutants.



Our Commitment to Compliance and Integrity

OUR COMMITMENT TO HONESTY & INTEGRITY

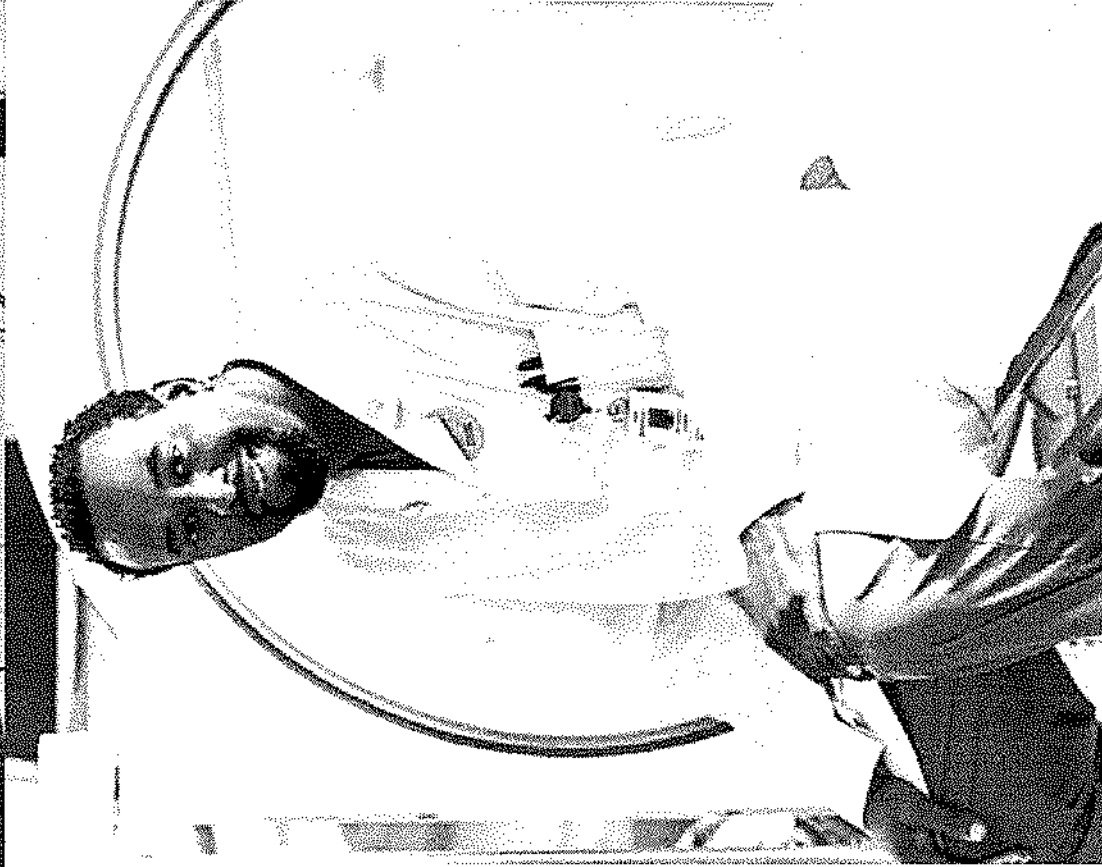
Fraud, Waste and Abuse

Our legal obligation to not submit false or fraudulent claims to the government coincides with our ethical obligation to only bill for the services we actually provide. Engaging in any form of fraud, waste, or abuse will not be tolerated at Broward Health and may also be prosecuted under federal law, resulting in the imposition of restitution, fines, and in some instances, imprisonment. Violations of federal or state law related to fraud, waste, and abuse may also result in a range of administrative sanctions (such as exclusion from participation in Medicare, Medicaid, and Federal healthcare programs) and civil monetary penalties.

The following are some examples of fraud, waste, or abuse:

- **False documentation of a diagnosis or procedure code to obtain a higher rate of reimbursement.**
- **Forging or changing patient-billing related items such as making false claims or billing for services or supplies not rendered, not medically necessary, or not documented.**
- **Misrepresenting a diagnosis or procedure code in order to obtain payment.**
- **Alteration or forgery of checks.**
- **Any misuse or theft of funds.**
- **Falsifying or altering any record or report such as an employment application, payroll or time record, expense account, medical record, or patient record.**
- **Falsely reporting costs.**

We can help prevent and detect fraud, waste, and abuse by performing routine audits, monitoring, and reviews, along with establishing internal controls. Your participation is essential in helping us to identify problems in this area. If you know or suspect activity of this nature, report it immediately. If you are uncertain whether any activity is inappropriate, contact the Chief Compliance and Privacy Officer or the Chief Ethics Officer for guidance.



Time Reporting

Workforce members who submit time reports must be diligent in submitting a complete, accurate, and timely report and ensure that hours and costs are applied to the appropriate expense account. The signature (manual or electronic) on a time report is a representation that the time accurately reflects the number of hours worked. The approver's signature on a time report or expense report is a representation that it has been reviewed and that steps have been taken to verify the validity of the hours or expenses. Failure to comply with accurate and timely reporting constitutes falsification of time records and may result in dismissal.

Gifts and Entertainment

Our services and business relationships are solely to promote the best interests of Broward Health and Broward Health's patients; as a result we cannot offer or accept anything of value in exchange for referrals or business. Workforce members are prohibited from accepting gifts, payments, and fees for services, discounts, valuable privileges, or other favors that would or might appear to influence them in the performance of their duties. Gifts must never be given to or received from a referral source with the intent of inducing referrals or in a manner that could give the appearance of intending to induce referrals. A "referral source" is defined as an entity or individual that does or might direct patients or healthcare items and services to Broward Health.

- When we receive a gift that is not allowed by policy, the gift should be graciously returned to the donor and reported to the Chief Compliance and Privacy Officer or the Chief Ethics Officer. If the donor refuses to take the gift back, the workforce member must contact the Chief Compliance and Privacy Officer or the Chief Ethics Officer immediately for further direction.
- A gift is any item of value, including everything ranging from a marketing item such as a t-shirt or a pen to candy or flowers, if the recipient is not expected to pay for the item.
- Cash, gift cards, travelers checks, money orders, honorariums, or other cash equivalents received from patients, vendors, customers, physicians, or government officials are not permitted. Perishable items (such as food, popcorn, etc.) may be accepted on special occasions (e.g., during the holiday season) as long as they are infrequent, appropriate, modest, reasonable, and shared among the entire department, consistent with Broward Health policies and procedures.

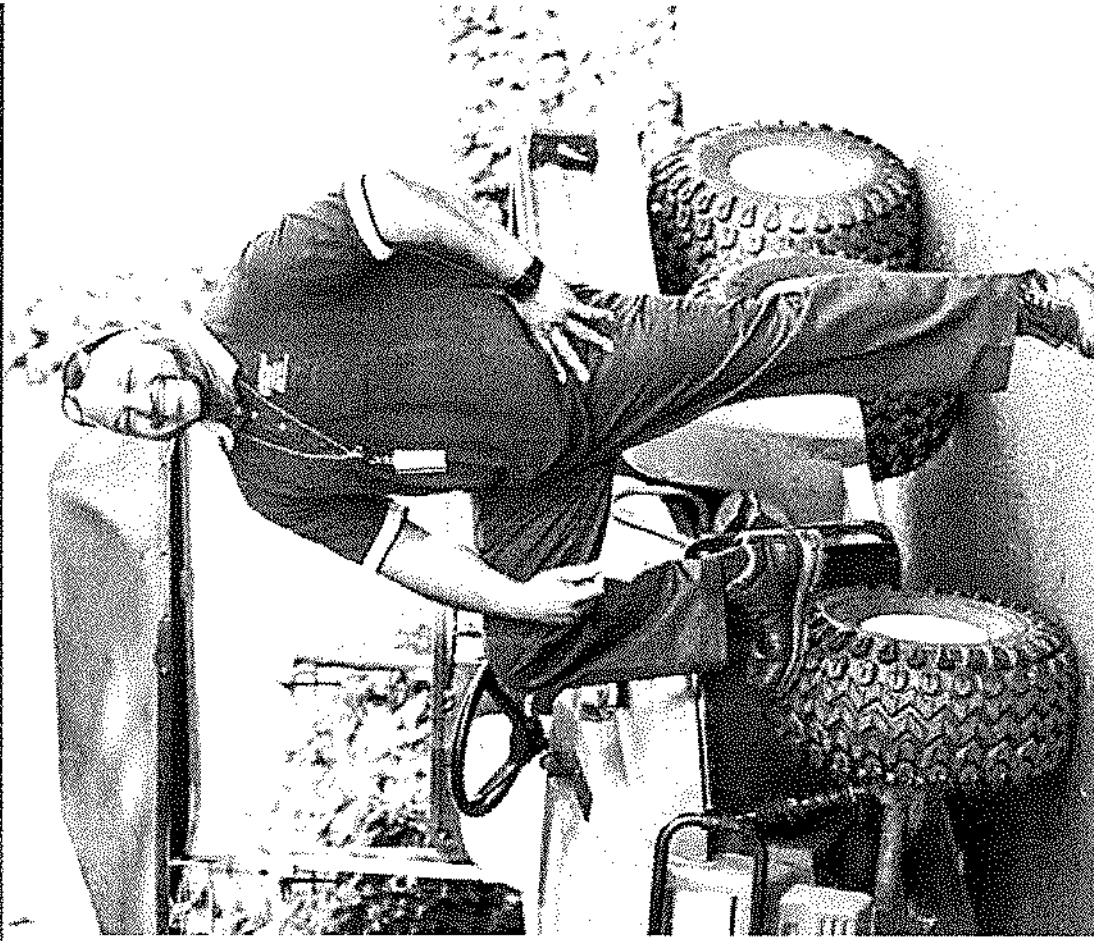
Relationships with Public Officials

Broward Health will comply with all applicable laws and regulations. We will abide by Florida statutory requirements that ensure that public officials and workforce members conduct themselves independently and impartially, and do not use their offices or positions for private gain other than remuneration provided by law and avoid conflicts between public duties and private interests. Additionally, Broward Health is subject to Florida statutory requirements relating to public records and the conduct of its affairs in the "sunshine."



Therefore, workforce members are required to abide by the following guidelines:

- **No Broward Health workforce member shall solicit or accept anything of value—including a gift, loan, and reward, promise of future employment, favor, or service—that is based on any understanding that the vote, official action or judgment of the workforce member would be influenced by such gift.**
- **No Broward Health workforce member acting as purchasing agent or acting in his or her official capacity shall, directly or indirectly, purchase, rent, or lease any realty, goods, or services for Broward Health from a business entity in which the workforce member, his or her spouse, or child is an officer, partner, director, or proprietor, or in which the workforce member, his or her spouse, or child (or any combination of them) has a material interest. Nor shall a public workforce member, acting in a private capacity, rent, lease, or sell any realty, goods or services to his or her own agency.**
- **No Broward Health workforce member or his or her spouse or minor child shall accept any compensation, payment, or thing of value which, with the exercise of reasonable care, is known or should be known to influence the official action of such workforce member.**
- **No Broward Health workforce member shall corruptly use or attempt to use his or her official position or any property or resource within his or her trust, or perform his or her official duties, to obtain a special privilege, benefit, or exemption for himself or herself or others.**
- **No Broward Health workforce member shall disclose or use information not available to the general public and gained by reason of his or her public position for his or her personal gain or benefit or the gain or benefit of others.**



OUR COMMITMENT TO TRANSPARENCY

Business and Financial Information

Cost Reports

Broward Health is required by federal and state laws and regulations to submit certain reports on our operating costs and statistics. We will comply with all laws and regulations relating to all cost reports, including the methodologies to claim reimbursement for the cost of services provided to Federal healthcare program beneficiaries. All issues related to the preparation, submission, and settlement of cost reports must be performed or coordinated with Broward Health's Finance Department.

Coding and Billing for Services

Broward Health has implemented policies and systems to facilitate accurate billing in our programs and facilities that bill Federal healthcare programs, commercial insurance payers, and patients. These policies conform to pertinent federal and state laws and regulations. All Broward Health workforce members are prohibited from knowingly presenting, or causing to be presented, claims for payment or approval which are false, fictitious, or fraudulent. To support accurate billing, all medical records must be accurate, timely, and support medical necessity. Claims must only reflect the actual and medically necessary services ordered, documented, and performed. Coding of diagnoses and procedures must be in accordance with all applicable coding guidelines.

Documentation and Record Keeping

Broward Health produces a large number of records and documents each and every day. All documentation should be accurate and factual. Examples include medical records, financial records, electronic mails, presentations, X-rays, and lab results. The following rules apply to all types of documentation:

REMEMBER

- We do not falsify facts or make false records.
- We do not sign someone else's name to any document.
- We do not document as someone else.
- We only create records that are necessary and required.
- We provide records and information to people who have a legal "need to know".
- We always preserve patient security, confidentiality and respect patient privacy.

Commitment to Compliance and



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All workforce members must follow Broward Health's policy on retention of records. Each of us is responsible for the integrity and accuracy of documents and records. Records must be available to support the work we do and the actions we take. Records must never be destroyed in an effort to deny governmental authorities those records which are relevant to a government investigation.

Broward Health has established policies and procedures regarding the storage and destruction of records. All records are kept for the legally required timeframe. Once that timeframe ends, it is important to destroy the records in a timely and appropriate manner.

Financial Reporting

All financial information must reflect actual transactions and conform to Generally Accepted Accounting Principles. All funds or assets must be properly recorded in the books and records of Broward Health. Broward Health maintains a system of internal controls to provide reasonable assurances that all transactions are executed in accordance with senior management's authorization and are recorded in a proper manner so as to maintain accountability of the organization's assets.

Government Reporting

All required filings and reports to federal, state, and local government authorities must be made accurately and in a timely manner. False statements contained in a government filing or report could subject Broward Health, and the individual(s) responsible for filing or reporting, to civil or criminal penalties. Workforce members who provide information for a report or filing to be signed by a more senior manager are responsible for ensuring the accuracy of the information.

They are also responsible for affirmatively disclosing any problems or concerns with the process for or content of the report before it is submitted. Documentation and work papers used to prepare or support information contained in a government report or filing must be retained in accordance with Broward Health's record retention policies.

Conflict of Interest

All workforce members have a duty to protect the interests of Broward Health when entering a transaction or arrangement that may potentially benefit the private interest of a workforce member. Broward Health recognizes the right of workforce members to engage in activities outside of their Broward Health employment. However, these activities become a concern to Broward Health if they conflict with the workforce members' duties and responsibilities at Broward Health. Workforce members must follow a policy of full disclosure to assess potential conflicts of interest and prevent them from arising.

A conflict of interest may occur if outside activities or personal interests influence or appear to influence the workforce member's ability to make objective decisions in the course of his or her job responsibilities. A conflict of interest may also exist if the demands of any outside activities hinder or distract a workforce member from his or her job performance or cause the use of Broward Health resources for non-Broward Health purposes. Any questions a workforce member has as to whether an outside activity might be or appear to be a conflict of interest should be directed to his or her supervisor, Human Resources, or the Chief Ethics Officer.

Broward Health neither encourages nor discourages employment

of relatives. The basic criteria for appointment and promotion of all workforce members shall be appropriate qualifications and performance. However, no workforce member may participate in, directly or indirectly, decisions involving a direct benefit, such as initial hire or rehire, promotion, salary, performance appraisals, work assignments, or other working conditions for those related by blood or marriage, membership in the same household (including domestic partners), or persons with whom the workforce member has a relationship that could reasonably be perceived as creating a conflict that serves to undermine the integrity of leadership.

Broward Health will not allow workforce members to engage in secondary employment where a conflict of interest exists. Annually, and upon hire, all workforce members must complete a Conflict of Interest Disclosure Form. If during the year a conflict or potential conflict of interest occurs, the workforce member will discuss it with his or her supervisor and complete and submit an updated Conflict of Interest Form. The Chief of Internal Audit will review all Conflict of Interest Statements on at least an annual basis.

EXAMPLES OF CONFLICT OF INTEREST

- **Outside employment or activities that use the equipment, personnel or other resources of Broward Health.**
- **Acceptance of gifts, payment, or services from those seeking to do business with Broward Health.**
- **Outside activities (consulting, employment, management, or other contractual relationships) with a person or entity, or financial interests in an entity, that does business with Broward Health, particularly when the workforce member may influence a Broward Health decision involving that entity.**
- **A workforce member's spouse or other immediate family member who is engaged in a business similar in nature to Broward Health or under contract with the Broward Health, or is employed by an organization under contract with Broward Health.**

Our Commitment to Compliance and Integrity

Government Investigations and Search Warrants

Broward Health will cooperate fully with government investigations and other requests for information. If a government investigator contacts you regarding your work, affiliation with, and/or knowledge of Broward Health, do not feel pressured to talk to the investigator without first contacting the General Counsel's Office. As a workforce member, you have the right to:

- **Speak with the investigator.**
- **Request that the interview take place at a time and place that is convenient to you.**
- **Have legal counsel present.**
- **Terminate the interview at any time.**
- **Refuse to answer any questions.**

If you do speak with the investigator, Broward Health expects you to be truthful and to avoid speculation in your responses. It is important to remember that interviews with government investigators have a substantial legal effect and may impact your legal rights and those of Broward Health. You should always be polite and obtain the following information:

- **The business cards of all investigators.**
- **The reason for the visit.**
- **Whether there is a subpoena or warrant.**

If you are presented with a subpoena, search warrant, or court order, it is expected that you will immediately notify your supervisor and the General Counsel's Office. Broward Health workforce members are to respond with complete and accurate information. Workforce members must never conceal, destroy, or alter any documents.



OUR COMMITMENT TO OUR TEAM

Workplace Conduct and Employment Practices

Broward Health's goal is to create and maintain a positive, engaged, and collaborative partnership and an inclusive work environment. Consistent with these goals, Broward Health seeks to hire, train, mentor, support, and retain a qualified and competent workforce dedicated to the strategic goals and mission of Broward Health, while fostering an environment of mutual respect and accountability to comply with Broward Health's policies and regulatory and accrediting standards.

Broward Health encourages workforce members to report in good faith any illegal and/or non-compliant behavior or activity to a supervisor, the Regional Human Resources Department, and/or the Corporate Compliance Department through the anonymous hotline.

Conduct Standards and Expectations

In order to support a positive and productive work environment, all workforce members are expected to conduct themselves in a professional and productive manner and treat all individuals with courtesy and respect at all times. Workforce members are expected to refrain from engaging in conduct that is disruptive, unprofessional, or that undermines Broward Health's commitment to patient and workforce member engagement.

Certain activities are not permitted on the Broward Health premises:

- **Solicitation.** Except as specifically authorized, workforce members are not permitted to distribute materials or to engage

in any solicitation activity on Broward Health premises. A person who has a legitimate contractual agreement with Broward Health may be allowed to provide information where appropriate, for the purpose of delivery of healthcare, efficient business practices, or providing professional development in furtherance of a contractual obligation. However, such persons shall not engage in sales solicitation directed at workforce members, patients, or guests.

- Workforce members may not use electronic mail, voice mail, or facsimiles to solicit membership, sell items, or obtain support for external business or organizations. Similarly, off-duty workforce members who remain on Broward Health premises for any reason other than official business shall be subject to the rules applicable to non-employees.
- **Firearms.** As part of our commitment to providing a safe workplace environment free from violence, Broward Health prohibits the possession of firearms, weapons, explosive devices, or other dangerous materials in its facilities. The prohibition of firearms and weapons does not apply to law enforcement officers who must be armed as a requirement of their position or appointment.
- **Drugs and Alcohol.** Broward Health is a drug and alcohol free workplace and is in compliance with the Florida Drug Free Workplace Program. We are committed to providing a safe and healthy environment for our patients, visitors, and workforce members. Broward Health workforce members are prohibited from manufacturing, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Broward Health property or while otherwise performing company duties away from Broward Health.

Our Commitment to Compliance and Integrity

- **The proper use of prescription medication prescribed by physicians is not prohibited; however, Broward Health does prohibit the misuse of prescription medications. Use of prescription medications must not impair an employee's ability to safely and effectively perform his or her job.**

Ineligible Persons

It is the policy of Broward Health not to contract with, employ, or bill for services rendered by an individual or entity that is excluded or ineligible to participate in Federal healthcare programs; suspended or debarred from federal government contracting; or has been convicted of a criminal offense related to the provision of healthcare items or services. These individuals, companies, or groups are not eligible to do business with or be employed by Broward Health. A workforce member who becomes ineligible will be immediately removed from any involvement in providing services covered by any Federal healthcare program.

To ensure safeguards, Broward Health performs Office of the Inspector General (OIG), System for Award Management (SAM), and other applicable listing checks upon hiring or contracting and performs additional background screening as necessary.

Electronic Media

All communication systems, including but not limited to computers, electronic mail, Intranet, Internet access, telephones, and voice mail, are the property of Broward Health and are to be used for business purposes in accordance with Broward Health's electronic

communications policies and standards. Users of computer and telephonic systems should presume no expectation of privacy in anything they create, store, send, or receive on Broward Health computer and telephone systems. Broward Health reserves the right to monitor and/or access communication usage and content consistent with our policies and procedures.

Workforce members may not use internal communication channels or access to the internet at work to post, store, transmit, download, or distribute confidential information (including Protected Health Information), threatening materials, materials the workforce member knows or should know are false, or obscene materials. Workforce members may not use our internal communication channels or internet access to engage in or encourage anything that constitutes a criminal offense, gives rise to civil liability, or otherwise violates any laws or Broward Health policy. Use of communication systems in violation of Broward Health policy may result in the loss of your privileges and subject you to disciplinary action in accordance with Human Resources' policies and procedures.

You must also comply with Broward Health's information security policies, which govern the use of information systems. Only assigned user identification and passwords shall be used. Passwords must never be shared or disclosed. Workforce members shall never use tools or techniques that compromise the integrity of Broward Health information security systems.

Social Media

Workforce members must always use online communications and other forms of social media responsibly and never post patient information or photographs to any type of public site, including any website, social media page, or other application. Always maintain patient privacy—only communicate about patients through approved channels and never text or transmit patient health information on your personal device.

We also do not share confidential information about Broward Health. If you ever identify your connection to Broward Health, make it clear that you are speaking for yourself and not on behalf of Broward Health. Ensure that your social media activities reflect good judgment, and never allow time spent using social media activity to interfere with your work commitments.

Human Resource Matters

- Matters involving Medical Staff are managed through the Medical Staff Office in collaboration with the Medical Department Chairs and/or the Chief of Staff in accordance with the policies and applicable Medical Staff Bylaws, rules, regulations, and other applicable Broward Health policies.
- Matters involving contractors, vendors or affiliations are managed through the administrative member responsible for the specific contractor/vendor account or affiliation.
- Matters involving employee partners are managed through the appropriate Regional Leadership Team in consultation with Human Resources.

Management Obligations

Commissioners, officers, directors, managers and supervisors at Broward Health have special obligations with respect to promoting compliance and ethics. Workforce members in these leadership positions are expected to help implement a multi-part strategy to ensure that everyone understands and follows the rules.

Build and Maintain

Management can help to develop the compliance program by:

- Personally leading program efforts through frequent meetings that require compliance reports and regular monitoring of compliance and ethics matters and programs.
- Leading by example, using your own behavior as a model for all workforce member partners.
- Encouraging workforce members to raise conduct and ethical questions and concerns to their supervisor or through other appropriate channels.

Prevent

- Identifying compliance and ethics risks and proposing policies and procedures to prevent such risks.
- Identifying workforce members whose actions involve matters covered by Broward Health policies.
- Providing education and training to assist workforce members in understanding the Code of Conduct, Broward Health policies and procedures, and applicable federal and state laws and regulations.

Detect

- Implementing and maintaining appropriate controls to monitor compliance and mechanisms that foster the effective reporting of potential compliance and ethics issues.
- Promoting an environment that permits workforce members to raise concerns without fear of retaliation.
- Participating in compliance and ethics reviews that are conducted by the Corporate Compliance Department to assess the effectiveness of compliance and ethics measures and identify methods of improving them.

Respond

- Pursuing prompt corrective action to address any weakness in compliance and ethics measures.
- Applying disciplinary action when necessary.
- Consulting with Broward Health's Chief Compliance and Privacy Officer and/or Chief Ethics Officer so that compliance and ethics issues are promptly addressed.



OUR COMMITMENT TO CREATIVITY

Our commitment to fostering innovation and creative thinking means that we support the latest in cutting-edge medical technology and scientific development, consistent with applicable laws and regulations. We know that delivering the most advanced evidence-based medicine to our patients requires considerable research, and we support the efforts of our workforce members to investigate, study, and explore novel opportunities in patient care and create new bases of knowledge. We are fully supportive of studies and other research that help to bring advanced treatments and the latest technologies to our community. We are equally committed to compliant and ethical conduct in the delivery of care to our patients.

Our commitment to creativity also extends to our approach to management. We apply evidence-based management techniques to solve problems and maximize the effectiveness of the care we provide. We use the Six Sigma methods to develop focused, data-driven processes. Our management is committed to techniques that optimize the efforts of each workforce member and implement efficient practices throughout our organization. We take a methodical, deliberate approach to providing care and managing our operations in order to streamline patient care and make the most of our resources in a high-quality environment.

Research

Broward Health supports the latest in cutting-edge research in order to provide the best possible care for our patients. However, we are equally committed to ensuring that all research is conducted in a way that maximizes the benefits of innovation while minimizing risk. All

research efforts must comply with applicable federal and state laws and regulations, including those related to patient privacy, confidentiality, and consent. Further, research efforts at Broward Health must conform to related guidance and ethics principles.

Intellectual Property Rights

We support our workforce members in helping to develop the latest information and technologies in healthcare. However, it is important to remember that such works—including works of authorship, invention, or creation—are the property of Broward Health when they are created by a workforce member during the scope of his or her employment with Broward Health. This includes any patent, trademark, copyright, trade secret, or other intellectual property right.

In determining whether something is created during the scope of employment, we will consider the nature of the workforce member's work, whether it is related to our business, and whether the work is a result of directions the workforce member received as part of his or her work. We will also consider whether the workforce member was being paid by Broward Health when he or she created the work, and whether the work was created with use of Broward Health's intellectual property or resources.

If any such work created during the scope of employment is eligible for copyright, it will be considered "Work for Hire" under the United States Copyright Act and Broward Health will be identified as the author and owner of such work.

Our Commitment to Compliance and Integrity

OUR COMMITMENT

Our role as one of the largest safety net hospitals in the country means that we serve a critical role in our community as a place where patients know they can always come to receive medical care. Above that, we always treat our patients and their families with compassion, and we recognize that the service we provide to our patients is not only providing treatment, but providing care that shows consideration for each individual.

At Broward Health, we know that taking care of our patients is a privilege. We care for our patients on several levels:

- *Physically.* We meet our patients' physical needs by providing quality medical treatment and ensuring that they are as comfortable as they can be.
- *Intellectually.* We communicate with our patients to make sure that they understand the treatment they are receiving, why they are receiving it, and what to expect next. In doing this, we maintain an ongoing dialogue with our patients, and make sure they have an opportunity to ask questions.
- *Emotionally.* We always communicate with our patients in a warm, sincere manner. We are sensitive to what our patients may be experiencing and make sure they know that they can trust us.
- *Spiritually.* We provide a number of resources and faith-based access points to patients of all religious and spiritual backgrounds.

Patient Resources

In addition to the treatment we give our patients, we provide a number of resources to help with issues that are not medical in nature. We have case managers and social workers on hand to help patients navigate complex situations. All workforce members should be familiar with the types of resources that are available to patients and their families and help direct them to these resources when appropriate. For instance, we provide access points to victims of domestic violence.

Sharing Our Concerns

Our care for our patients and our community means that we alert the proper authorities when necessary. As mandatory reporters, we report through the appropriate channels (such as in suspected cases of abuse). We also participate in pandemic monitoring and cooperate with local, state, and federal authorities to ensure that relevant information is shared appropriately and timely.

Relationships with Patients and Patients' Families or Representatives

Although we care about our patients as if they were our own family, our respect for our patients and their families and representatives requires us to maintain a professional relationship with them at all times. This means that certain activities are prohibited and may result in disciplinary action, up to and including termination of employment:

- **Socializing or engaging in sexual activity with current or former patients, or any member of their family who is or was participating in any family-oriented therapy or treatment.**
- **Physical abuse or using abusive or provocative language with a patient.**
- **Using any type of restraint other than those prescribed and approved by the physician within the specified guidelines**
- **Failing to maintain the confidentiality of any patient information.**
- **Accepting gifts from, or giving gifts to, a patient or any member of the patient's family.**
- **Providing unauthorized or un-prescribed drugs, alcohol, or related paraphernalia to a patient.**



Our Commitment to Compliance and Integrity

OUR COMMITMENT TO OUR COMPLIANCE AND ETHICS PROGRAM

Corporate Compliance and Ethics Program

Our Corporate Compliance and Ethics Program is intended to demonstrate Broward Health's commitment to the highest standards of ethics and integrity and to achieving one hundred percent compliance among all workforce members within our health system. The Corporate Compliance and Ethics Program is modeled after the United States Federal Sentencing Guidelines Seven Elements of an Effective Compliance Program as well as the Office of Inspector General's Compliance Program Guidance for Hospitals, Home Health/Hospice and Physician Practices and includes the following elements:

- **Written Standards/Policies and Procedures.**
- **Compliance Officer and Committee.**
- **Developing Effective Lines of Communication.**
- **Training and Education.**
- **Effective System for Routine Monitoring and Auditing and Monitoring of Compliance Risks.**
- **Responding Promptly to Detected Offenses, Developing Corrective Action Plans and Reporting to the Government.**
- **Enforcing Standards Through Well Publicized Disciplinary Guidelines.**

Overall accountability for our Corporate Compliance and Ethics Program rests with the North Broward Hospital District's Board of Commissioners. The Chief Compliance and Privacy Officer serves as the focal point for compliance activities within Broward Health, and the Chief Ethics Officer serves as the focal point for ethics issues.

Ethical Action

Our Code of Conduct and other policies and procedures help guide us through many complex situations. Supporting all these policies, however, is our commitment to act ethically in everything we do. That means that we use our mission and our values to define who we are. We accept our responsibility to do the right thing, and we speak up when we see a problem.

Reporting Compliance and Ethics Concerns

All workforce members are expected to report any problems they see or suspect. This means that when you hear about a problem, including suspected or actual incidents of fraud, waste or abuse, or any other type of violation of this Code, you should report it. Issues can be reported to your supervisor, to Human Resources, to the Chief Compliance and Privacy Officer, to the Chief Ethics Officer, or through the anonymous hotline.

It is important to remember that you must fully cooperate with any internal investigation and only disclose information with those who have a need to know. Disclosing information about confidential investigations to those who do not have a need to know can result in disciplinary action up to and including termination.

Non-Retaliation

Broward Health protects workforce members from retaliation when they report allegations in good faith that a violation or prohibited act has occurred or is occurring. Any workforce member who believes that he or she is being retaliated against for following the Code of Conduct and/or reporting a suspected violation of the Code of Conduct should notify the Chief Compliance and Privacy Officer, the Chief Ethics Officer, and/or Human Resources.

COMPLIANCE HOTLINE (DISCLOSURE PROGRAM)

1.888.511.1370

The compliance hotline is independent and anonymous. The hotline is managed by a third party. All callers have the option of remaining anonymous. The hotline responders do not have caller identification and are unable to trace calls. When a call is made, the caller is encouraged to provide enough details to investigate the caller's concerns, including the business unit and department. A caller's anonymity will be protected to the full extent allowed by law.

All reports should be made in good faith. There will be no retaliation for expressing concerns or passing along information about situations that seem questionable to you as long as they are made in good faith.

Corrective Action

When an internal investigation finds a violation, the General Counsel's Office will initiate appropriate corrective action. Possible corrective actions include, but are not limited to, refunds of any overpayment received, workforce member disciplinary action up to and including termination and reporting to the appropriate federal or state authorities.

Disciplinary Action

Failure to comply with the Code of Conduct, Broward Health policies and procedures, or any applicable federal or state laws and/or regulations may result in reporting to applicable agencies and/or licensing boards and corrective action up to and including termination from employment. Further action may involve criminal and/or civil sanctions in appropriate cases. Failure to abide by the Code of Conduct or the applicable laws and/or regulations may result in the imposition of penalties on Broward Health, up to and including exclusion from contracting with federal and state agencies. Similar corrective actions may be applied in those instances in which an individual and/or Broward Health fail to report suspected or identified non-compliance or ethical violations.

Audit and Monitoring

Broward Health is committed to the diligent monitoring of compliance with its policies and applicable law. Much of this monitoring effort will be conducted through a combination of scheduled and unannounced compliance audits of issues that may involve actual or potential violations.

CORPORATE COMPLIANCE (CNDP)

Our Corporate Compliance and Ethics Program promotes open identification, discussion, reporting, and resolution of compliance and ethics issues without fear of retaliation. The key components of the compliance and ethics programs include this Code and our policies, along with training, auditing, monitoring, and addressing problems that may arise. We promote open communication, including with federal and state governments.

Issues can be reported in several ways:

Call: 954.473.7500 - Corporate Compliance
954.473.7487 - Ethics

Email: compliance@browardhealth.org
privacy@browardhealth.org

Anonymous Helpline: 1.888.511.1370 or
BrowardHealth.org/compliance

Additional Resources

Human Resources Workforce Diversity, Inclusion, and Advocacy Department 954.355.4945
Employee Relations Department 954.473.7045

Regional Human Resources Departments:

BHMC 954.355.5048
BHN 954.786.6900
BHP 954.776.8680
BHCS 954.344.3010
BH Corporate/ Physician Practices
CHS/IS/CDIC 954.355.5013

HIPAA Privacy / Security privacy@browardhealth.org
Internal Audit 954.355.5005
Legal Department 954.473.7025

CODE OF CONDUCT CERTIFICATION

This certifies that as of the date indicated below, I have completed Broward Health's Code of Conduct Module. I further agree to and acknowledge the following:

	I have received, read and understand Broward Health's Code of Conduct.
	I will comply with Broward Health's Code of Conduct, Broward Health's Corporate Compliance and Ethics Program and Broward Health policies and procedures.
	I will promptly report any suspected violations of Broward Health's Code of Conduct, Broward Health's Corporate Compliance and Ethics Program and/or Broward Health policies and procedures.
	I recognize that non-compliance with Broward Health's Code of Conduct, Broward Health's Corporate Compliance and Ethics Program and/or Broward Health policies and procedures may result in a number of consequences, including but not limited to termination.

Signature:

Print Name:

Employee Number:

Title:

Date:

Region/Facility:





Corporate Compliance Department
1800 NW 49th Street, Fort Lauderdale, FL 33309
Phone: 954.473.7500