



Hackensack
Meridian Health

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Owner:	<i>Daniel McManus: Compliance Officer North</i>
Policy Area:	<i>Compliance</i>
Applies To:	<i>Hackensack Meridian Health Network</i>
Applicability:	<i>Hackensack Meridian Health Network</i>

Conflicts, Dualities of Interest and Independence for Covered Individuals/ Leaders Policy

Purpose

To ensure that all institutional decisions of the Hackensack Meridian *Health* (HMH) Network are made solely with the intent to promote the best interests of the Network and its patients, visitors and customers, without regard to any favor, preference or benefit that such decision might confer, directly or indirectly, upon any individual involved in the decision-making process.

To promote and protect the interests of the Network when entering into transactions that may also benefit the personal or private interests or competing interests of one or more Covered Individuals of a Network Entity. This Policy is intended to supplement, but not replace, any applicable state or federal laws governing conflicts of interest applicable to nonprofit, charitable, or tax-exempt corporations.

Through this Policy, Hackensack Meridian *Health* recognizes that independence among its Covered Individuals fosters and maintains good governance practices and will help to create a strong foundation for the Network. At the same time, it recognizes that not all Covered Individuals will be independent unless required under law or regulation, and, further, that both real and apparent Conflicts or Dualities of Interest sometimes occur in the course of conducting the Network's daily affairs. Conflicts or Dualities occur because the many persons associated with the Network may be expected to have, and do in fact generally have, multiple interests and affiliations and various positions of responsibility within the community.

Conflicts and Dualities of Interest generally are undesirable because they may cause, or appear to cause, the Network's representatives to place their own personal or private interests or the interests of third parties ahead of the Network's interests and the fulfillment of the Network's charitable, scientific, and educational purposes. Conflicts and Dualities are also undesirable because they may reflect adversely upon the involved persons and upon the institutions with which they are affiliated, regardless of the facts or motivations of the parties. However, the long-range best interests of the Network do not require the termination of all associations with persons who may have real or apparent Conflicts or Dualities of Interest, as long as a prescribed and effective methods and processes, such as disclosure and recusal, can render such Conflicts or Dualities of Interest harmless to all concerned. In fact, in certain situations, it may be in the best interests of a Network Entity to contract with a company affiliated with a Covered Individual, for example because of such factors as quality, reliability, favorable pricing, sole sourcing, enhanced service, social responsibility, or other similar bona fide factors.

In addition to setting out specific standards for the independence of Covered Individuals, this Policy requires that, as set forth below, all actual or apparent Conflicts or Dualities of Interest be disclosed promptly and fully to all necessary parties. Further, this Policy implements specific measures to ensure that, where Conflicts or Dualities of Interest exist, they are addressed in a manner that protects and promotes the interests of the Network and the achievement of its charitable, scientific, and educational purposes. Finally, this Policy provides for sanctions for material noncompliance with the Policy.

Administration

The Senior Vice President, Chief Compliance Officer is responsible for the administration and subsequent revisions to this policy and procedure.

Scope

This network-wide policy on conflicts and dualities of interest and independence (the "**Policy**") applies to the Covered Individuals of (a) Hackensack Meridian *Health*, Inc. ("**Hackensack Meridian Health**"); and (b) the direct and indirect subsidiaries of Hackensack Meridian *Health* that are wholly owned or controlled by Hackensack Meridian *Health* (together with Hackensack Meridian *Health*, the "**Network**" and each entity, a "**Network Entity**." See Schedule A); and (c) Hackensack Meridian School of Medicine.

Definitions

A. **Covered Individual.** Any of the following individuals who has a direct or indirect Interest (as defined below) is a Covered Individual:

1. A "**Covered Individual**" within a Network Entity is defined as Directors and above, Executives, Purchasing Department, Pharmacy and Therapeutics Committee Members and Employed Physicians of a Network Entity and any other individuals that have been identified.

If a person is a Covered Individual with respect to any Network Entity, he or she is a Covered Individual with respect to all entities within the Network. The Chief Compliance Officer or his/her designee may determine, based on all the facts and circumstances that a person not listed above shall be treated as a Covered Individual with respect to a particular contract, transaction, or arrangement.

B. **Interest.** An Interest, whether direct or indirect, through business, investment, or the business or investment of a Covered Individual or a Family Member (as defined below), shall mean:

1. An ownership or investment interest in any entity (other than a publicly held entity) with which a Network Entity has or is negotiating a transaction or contractual arrangement (including joint ventures);
2. A compensation arrangement with a Network Entity or with any entity or individual with which a Network Entity has or is negotiating a transaction or contractual arrangement;
3. A potential ownership or investment interest in or compensation arrangement with any entity or individual with which a Network Entity is negotiating a transaction or contractual arrangement; and
4. A director/trustee or officer position or other position of substantial influence with respect to an entity that competes with a Network Entity.

Compensation includes direct and indirect remuneration, as well as gifts or favors. In addition to disclosing the offer and/or acceptance of such compensation as set forth herein, all Covered Individuals *shall refuse to accept any gifts in the form of cash or gift certificates* from any entity or

individual doing business with or seeking to do business with a Network Entity or from any employee of a Network Entity in which such Covered Individual has a supervisor relationship. Covered Individuals *shall also refuse to accept any gifts or benefits from a potential referral source.*

An Interest is not necessarily a Conflict or Duality of Interest. Under this Policy, a Covered Individual has a Conflict or Duality of Interest only if the Chief Compliance Officer ultimately decides that a Conflict or Duality of Interest exists.

- C. **Family Member.** Family Members, for purposes of this Policy, include a person's spouse or domestic partner, ancestors (e.g., parents, grandparents, great-grandparents), children, grandchildren, great-grandchildren, siblings (whether by whole or half blood, natural, or adopted), and the spouses of children, grandchildren, great-grandchildren, and siblings.
- D. **Conflict of Interest.** A Conflict of Interest occurs when a Covered Individual has an Interest that is disclosed as or found under this Policy to be personal and proprietary to the Covered Individual or to his or her Family Member, and the promotion or protection of such Interest will or may cause such Covered Individual to act in a manner opposed to, incompatible with, or otherwise not fully aligned with the best interests of the Network or the achievement of the Network's charitable, scientific, and educational purposes.
- E. **Duality of Interest.** A Duality of Interest occurs when a Covered Individual has an Interest that is disclosed as or found under this Policy to be **not** personal or proprietary to the Covered Individual or his or her Family Member, where the promotion or protection of such Interest will or may cause such Covered Individual to act other than exclusively in furtherance of the best interests of the Network and/or the achievement of the Network's charitable, scientific, and educational purposes. A Duality of Interest shall include, without limitation, a competing fiduciary or contractual obligation.

Policy: Conflicts and Duality of Interest

F. **Duty to Disclose**

Every Covered Individual and team member of the Network has an obligation to disclose potential conflicts of interest as they arise, including but not limited to if a family member reports to a Covered Individual or if a Covered Individual reports to a family member; relationships with companies that the Network does business with or is seeking to do business with.

G. **Determining Whether a Conflict or Duality of Interest Exists**

After disclosure of the Financial Interest or other potential conflict of interest, and all material facts, and appropriate discussions with the Covered Individual and his/her immediate supervisor/Leader, the Chief Compliance Officer shall determine whether a conflict of interest exists. All situations that are determined to constitute a conflict of interest shall be reported to Corporate Operations Group (COG), Human Resources, and if necessary the Governance Committee of the Board of Trustees.

H. **Procedures for Addressing a Conflict or Duality of Interest**

Upon determining that a conflict of interest exists, the Chief Compliance Officer shall take such further action to Human Resources to impose such requirements set forth in the Policy for Corporation and Discipline and as may be deemed necessary and appropriate to ensure that the transaction or arrangement under consideration is in the Network's best interest and is fair and reasonable to the Network.

I. **Violations of the Conflicts and Dualities of Interest Policy**

This Policy has been established to protect both the Network and the Covered Individuals. Willful violations shall not be tolerated

Each Covered Individual is responsible for recognizing the existence of a Financial Interest or other potential conflict of interest and disclosing it as required by this Policy. Failure to disclose a conflict of

interest or financial interest shall be considered a serious breach of a team member's obligation to Hackensack Meridian Health, and may result in disciplinary action (see HR Policy for Cooperation and Discipline).

The Compliance Office shall maintain a written record of each potential conflict of interest considered and all actions taken with respect to a Covered Individual pursuant to this Policy. At a minimum, this record shall contain the name of the Covered Individual who disclosed or otherwise was found to have a financial interest or other potential conflict of interest; any action taken to determine whether a conflict of interest was present; the decision as to whether a conflict of interest in fact existed; any alternatives to the proposed transaction or arrangement; and the manner in which the matter was resolved, including, but not limited to, collaboration with Corporate Operations Group (COG), Human Resources, and if necessary the Governance Committee of the Board of Trustees.

J. Annual Statements

The Chief Compliance Officer shall have the affirmative obligation, either directly or through his or her delegate, to implement and periodically publicize this Policy and its procedures to all Covered Individuals. At least annually, each Covered Individual shall sign a statement for the purpose of disclosing Interests that may give rise to Conflicts or Dualities of Interest and affirming that such person:

1. Has received a copy of this Policy;
2. Has read and understands this Policy;
3. Has agreed to comply with this Policy;
4. Understands that the Network includes nonprofit organizations that are organized and operated exclusively for charitable, scientific, and educational purposes, and, to maintain their federal tax exemption, they must be operated in a manner that is consistent with this Policy; and
5. Will report promptly any change in his or her responses that may result from changes in circumstances or any further Interest, situation, activity, interest, or conduct that may develop before completion of his or her subsequent annual questionnaire.

The annual questionnaire form to be completed and signed by each Covered Individual defined in this policy is attached hereto as **Attachment 1**.

Attachments

[COI Policy- Covered Individuals-Leaders Attachment 1.pdf](#)

[COI Policy- Covered Individuals-Leaders Schedule A.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Thomas Flynn: SVP Chief Compliance Officer	03/2022
	Daniel McManus: Compliance Officer North	03/2022

Applicability

Bayshore Medical Center, Carrier Clinic, HMH Nursing & Rehabilitation, Hackensack Meridian Health Inc., Hackensack University Medical Center, Home Health and Hospice, JFK Medical Center, JFK Medical Center EMS, Jersey Shore University Medical Center, Legacy Meridian Health, Ocean University Medical Center, Old Bridge Medical Center, Palisades Medical Center, Physician Services Division, Raritan Bay Medical Center, Riverview Medical Center, Southern Ocean Medical Center, System Search Engine (All Sites)

COPY

ATTACHMENT 1

[YEAR] CONFLICTS AND DUALITIES OF INTEREST QUESTIONNAIRE

This Questionnaire has been prepared to facilitate carrying out the policies and procedures contained in the Policy on Conflicts and Dualities of Interest and Independence for **Covered Individuals** adopted by Hackensack Meridian Health and applicable to each of the direct and indirect subsidiaries of Hackensack Meridian Health that are wholly owned or controlled by Hackensack Meridian Health (collectively with Hackensack Meridian Health, the "Network" and each individually, a "Network Entity").

Name: _____
Address: _____
Phone #: _____
Facility/Location: _____
Department: _____
Title: _____

Directions: Please respond below with "Yes" or "No" and if yes, please provide as much detail as possible and/or whatever is requested within the question.

1. Do you or a Family Member have a relationship with or receive compensation from any entity of Hackensack Meridian Health other than salary (e.g. serving as a volunteer, employee, consultant, agent, or advisor)? If you answer "yes" to a family member receiving compensation, please provide their names and position. If you answer "yes" for yourself, please provide details related to the relationship, other than your employee salary.
___ No ___ Yes If yes, please describe:

2. Do you or a Family Member have a Material Ownership or Investment Interest in any business that is engaged in, or is seeking to engage in, any transaction, contract, or arrangement with a Hackensack Meridian Health entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s). Please include the name of the business(s) and whether it is material ownership or investment interest.
___ No ___ Yes If yes, please describe:

3. Do you or a Family Member have any Compensation Arrangement (work for or work with) with a person or entity, which does business with, or is seeking to do business with, a Hackensack Meridian Health entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s). Please include the name of the person or entity you or a family member has a compensation arrangement with, as well as details related to the nature of the compensation arrangement.
___ No ___ Yes If yes, please describe:

4. Are you or a [Family Member](#) currently, (or within the last five years been) suspended, debarred or terminated from participation in Medicare, Medicaid, TriCare or any other federally funded program? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s). Please include the type of exclusion and the name of the federally funded program.

No **Yes** **If yes, please describe:**

5. Is any [Family Member](#) an employee (full or part time) of a [Hackensack Meridian Health](#) entity? If you answer, "yes", please identify the name(s) of the family member(s), as well as their work location and title.

No **Yes** **If yes, please describe:**

6. Have you or has a [Family Member](#) made any loans or grants to a [Hackensack Meridian Health Corporation](#), or have you or a [Family Member](#) received any loans or grants from a [Hackensack Meridian Health](#) entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s); if it is a loan or a grant and include whether the loan or the grant was received or made.

No **Yes** **If yes, please describe:**

7. Do you or a [Family Member](#) have a family relationship or business relationship with any officer, trustee, or [Key Employee](#) of a [Hackensack Meridian Health](#) entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s); indicate if it is a family or business relationship, and provide the name of the officer, trustee, or Key Employee of a Hackensack Meridian entity.

No **Yes** **If yes, please describe:**

8. Did you or a [Family Member](#) accept any [Cash Gifts](#) (includes cash and gift certificates) during the year from a person or organization doing business or seeking to do business with a [Hackensack Meridian Health](#) entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s). Please also provide the type of cash gift, i.e. cash or gift certificate, and the name of the person or organization that provided it.

No **Yes** **If yes, please describe:**

9. Have you or a [Family Member](#) been offered/received (please indicate which) any [Non-Cash Gifts](#) (including entertainment, services and meals) in the past twelve (12) months from any person or organization doing business or seeking to do business with a [Hackensack Meridian Health](#) entity, which are reasonably likely to impair (or create the appearance of impairing) your objective judgment? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s). Please also provide the type of non-cash gifts received or offered and the name of the person or organization that offered/provided the non-cash gift.

NOTE: You need not report the value of meals to the extent that (i) such meals, are taken in settings generally considered appropriate and reasonable for business meals and (ii) a substantial business discussion takes place at such meal or immediately before or after such meal.

No **Yes** **If yes, please describe:**

10. Have you been offered or did you solicit any gifts (Cash or Non-Cash) during the year by or from a [Referral Source](#)?

No **Yes** **If yes, please describe:**

11. Do you or a [Family Member](#) have a [Controlling Interest](#) in any business that is or may reasonably be considered to be in competition with a [Hackensack Meridian Health](#) entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s); and please provide the name of the business.

No **Yes** **If yes, please describe:**

12. Do you or a [Family Member](#) serve as a director, trustee, officer or in any other fiduciary capacity for a corporation (public, private or charitable), partnership or other entity? If you answer, "yes", and it is not you, please provide the name(s) of the family member(s); and please provide the position in which you or your family member serves, as well as the name of the corporation, partnership or other entity.

No **Yes** **If yes, please describe:**

13. Do you or a [Family Member](#) hold any elected or appointed offices or positions in any branch of government or in any regulatory agency? If you answer, "yes", please identify the name of the family member(s), if not you; and please provide the name of the position and the branch of government or regulatory agency.

No **Yes** **If yes, please describe:**

14. Do you or a [Family Member](#) have any other conditions, situations, transactions, activities or relationships which might reasonably be regarded as constituting a [Conflict of Interest](#) (Actual or Potential), or of giving the appearance of such a conflict? If you answer, "yes", please provide the name(s) of the family member(s), if not you; and please provide details.
____ **No** ____ **Yes** **If yes, please describe:**

CERTIFICATION AND AGREEMENT

I hereby certify and agree to the following:

- A. I have received a complete copy of the Hackensack Meridian Health policy on Conflicts, Dualities of Interest and Independence for Covered Individuals/ Leaders.
- B. I have read, understood, and I agree to comply with the Policy.
- C. I agree to promptly report to my leader and/or the Chief Compliance Officer, any additional information or circumstances involving a possible conflict or duality made known to me.
- D. I understand that it is my additional responsibility to disclose any possible conflict or duality of interest as it arises.
- E. I further agree that I will not reveal any confidential information learned in the course of my duties to any unauthorized person, nor will I use any such information for personal profit. I will not divulge any information about Network Entity decisions or any other information to any other person under circumstances that might be prejudicial to the interest of the Network Entity, except as related to discharging my responsibilities to the Network Entity.
- F. The information contained herein is true and accurate to the best of my knowledge and belief as of this ____ day of _____, 20_____.

Signed: _____

Print Name: _____

SCHEDULE A
NETWORK ENTITY LIST

Hackensack Meridian Health, Inc.
HMH Hospitals Corporation
Palisades Medical Center, a division of HMH Hospitals Corporation
Palisades Medical Center Foundation, Inc.
HMH Residential Care, Inc. (formerly known as Hackensack Meridian Health Home Care Services, Inc., and Hackensack Meridian Nursing and Rehabilitation, Inc.)
Hackensack University Medical Center Foundation, Inc.
Bergen Health Management System, Inc.
Hackensack Meridian Health Ventures, Inc.
Hackensack Meridian Quality Care, LLC
Palisades Child Care Center, Inc.
iMPak Health, LLC
Meridian Hospitals Corporation, now merged into HMH Hospitals Corporation
Jersey Shore University Medical Center, a division of HMH Hospitals Corporation
Bayshore Medical Center, a division of HMH Hospitals Corporation
Riverview Medical Center, a division of HMH Hospitals Corporation
Ocean Medical Center, a division of HMH Hospitals Corporation
Southern Ocean Medical Center, a division of HMH Hospitals Corporation
Raritan Bay Medical Center, a division of HMH Hospitals Corporation
Raritan Insurance Ltd.
Hackensack University Medical Center, a division of HMH Hospitals Corporation
20 Prospect Ave Holdings, LLC
Hackensack University Medical Center Casualty Company, Ltd.
HMH Physicians Services, Inc. (formerly known as Meridian Practice Institute, Inc.)
Hackensack Meridian Ambulatory Ventures, Inc.
Hackensack Physician Hospital Alliance ACO, LLC
Meridian Accountable Care Organization, LLC
Hackensack Meridian Health Partners, LLC
Coastal Medical Insurance, Limited
Meridian Health Foundation, Inc.
Jersey Shore University Medical Center Foundation, Inc.
Ocean Medical Center Foundation, Inc.
Riverview Medical Center Foundation, Inc.
Southern Ocean Medical Center Foundation, Inc.
Bayshore Medical Center Foundation, Inc.
Raritan Bay Healthcare Foundation, Inc.
Hackensack Meridian Health Realty Corporation
Hackensack Meridian Nursing and Rehabilitation, a division of HMH Residential Care, Inc.
Hackensack Meridian Home Care Services, a division of HMH Residential Care, Inc.
Health Innovations Unlimited, Inc.
JFK Health System, Inc.
The Community Hospital Group, Inc. d/b/a JFK Medical Center
John F. Kennedy Medical Center Foundation, Inc.
Hartwyck West Nursing Home, Inc.
JFK Assisted Living, Inc. d/b/a Whispering Knoll
Robert Wood Johnson, Jr. Lifestyle Institute, Inc.

Hartwyck at Oak Tree, Inc.
Hartwyck at JFK, Inc.
Muhlenberg Regional Medical Center, Inc.
JFK Health Systems Realty Corp.
JFK Healthshare, Inc.
JFK Population Health Company, Inc.
Atlantic Insurance Exchange, Ltd.
Shore Rehabilitation Institute, Inc.
Muhlenberg Foundation, Inc.