

Financial or Private Interest: A Financial or Private Interest exists if the Covered Individual has, directly or indirectly, through business or investment:

- (a) An actual or potential ownership or investment interest, greater than or equal to \$5,000, in any entity with which BHHCG has or is contemplating a transaction or arrangement, excluding any interest rising solely by reason of investment in such entity through a mutual fund, pension plan, or other institutional investment fund over which the Covered Individual does not exercise control or own 5% or greater interest;
- (b) An actual or potential compensation arrangement of the Covered Individual with BHHCG or with any entity or individual with which BHHCG has a transaction or arrangement if the value of any remuneration received (or is expected to be received) from the entity in the twelve months preceding the disclosure (or is expected in any future twelve month period), in the aggregate, is greater than or equal to \$5,000;
- (c) A position at a healthcare institution that is in competition with BHHCG that affords you the opportunity to render directive, managerial, consultative, leadership or officer type services;
- (d) Is involved with the selection of any vendor or contractor if such Covered Individual is a director, officer, employee, member or partner of such vendor or contractor.

Full Disclosure: Includes, but is not limited to, a written description of the nature of the relationship which creates an actual or potential Conflict; the identity and contact information of the individual(s) or entities involved in the relationship; the nature of any financial or private gain which may arise from the relationship, and production of any written agreements or materials which document the relationship or the related Financial or Private Interest of the Covered Individual.

Relative: Includes, but is not limited to: a spouse; a domestic partner, a parent; a grandparent; a child; a grandchild; and in-law; a sibling; an individual living in the same home as you; a trust or estate in which any of the mentioned individuals is a beneficiary; or any other individual or relative who can influence your decision-making.

SCOPE:

Organization-wide excluding members of the Medical Staff who do not meet the definition of a Covered Individual as defined in this Policy.

PROCEDURE:

I. Annual Conflict of Interest Disclosure Statement

- a. Covered Individual's shall fully and accurately complete, sign and submit, in a timely manner, the BHHCG Annual Conflict of Interest Disclosure Statement that affirms that the Covered Individual has received a copy of this Policy, has read and understands this Policy, has agreed to comply with this Policy and has made Full Disclosure of all actual or potential Conflicts.
- b. The Corporate Compliance Officer (CCO) shall distribute to and collect from Covered Individuals the Annual Conflict of Interest Disclosure Statement. The statements shall be maintained on file by the CCO in accordance with BHHCG Policy and any related laws and regulations. At the discretion of the CCO, the Disclosure Statement may be distributed in either electronic or paper form, or both as deemed needed.

II. Duty to Disclose

Each Covered Individual shall make Full Disclosure of any actual or potential Conflict of Interest, within fifteen (15) days of the time that such Conflict is discovered and annually by completing the Annual Conflict of Interest Disclosure Statement, with regular written updates to accord with any change in circumstances. Disclosures made outside of the Annual Process shall be made to the CCO.

Failure to report any change in circumstances, relationships or Financial or Private Interests which creates an actual or potential Conflict of Interest may result in termination of employment, subject to the determination and discretion of the CCO.

III. Reporting Conflicts of Interest of Other Covered Individuals

Any Covered Individual with knowledge of an actual or potential Conflict of another Covered Individual must disclose such information promptly to the CCO. Covered Individuals providing such information shall be granted anonymity and confidentiality upon request or they may make an anonymous report of such actual or potential Conflict via the BHHCG Corporate Compliance Hotline.

IV. Acknowledged Conflict of Interest

If a Covered Individual acknowledges the existence of a Conflict of Interest with respect to a transaction or arrangement under consideration by BHHCG, such Covered Individual shall recuse himself or herself from any discussions and/or votes related to the matter and shall not execute or use any personal influence with respect to the vote or decision on such transaction or arrangement. The Covered Individual may be asked to leave a meeting where the discussion of and vote on the related matter is taking place.

V. Review of Conflicts of Interest

A Financial or Private Interest is not necessarily a Conflict of Interest. Decisions pertaining to actual or potential Conflicts shall be made by the CCO.

In its evaluation of submitted disclosures, the CCO will consider: the impact of the Financial or Private Interest on BHHCG; any financial benefit or any other value or benefit to the Covered Individual; any damage, endanger or compromise to the reputation of BHHCG within the community, or compromise or impairment of the public trust in BHHCG; and whether any relationship or Financial or Private Interest is in violation of Federal laws and regulations or in violation of Connecticut General Statutes or State regulations or other laws and provisions of the government. The CCO will make a complete report of its findings to the BHHCG Executive Leadership Group (ELG).

If there is a divergence of opinion on the existence of a Conflict between the Covered Individual and the CCO, the Covered Individual may submit written statements of disagreement to the ELG for further consideration. Determinations made by the ELG will be considered final.

VI. Requirements for Determination

Determinations made by the both the CCO and the ELG of any Conflict, and the action to be taken upon such decision shall be made promptly following receipt of Full Disclosure by the Covered Individual. The decisions must be made in writing, and include information to

substantiate any findings. The decisions shall be fair and impartial, and shall not be arbitrary or capricious.

Notification of a decision shall be made in writing and sent to the Covered Individual with the Financial or Private Interest including details of any proposed management plan as set forth in Section VII below.

VII. Management Plans

In the event that it is determined that a Conflict of Interest exists, the CCO shall institute a reasonable management plan including periodic reviews of relationships or activities of the Covered Individual. Any changes or modifications in such relationships or activities shall be periodically reviewed and evaluated.

VIII. Waiver of Conflict of Interest

Even if the CCO finds that a Conflict of Interest exists, the finding may be waived by making a determination that the Covered Individual's direct or indirect interest in a particular business, organization, institution or entity is not sufficient to disqualify the Covered Individual, nor likely to affect the integrity of the Covered Individual's service to BHHCG.

All of the following conditions must be met for such waiver to apply:

- Full Disclosure of the Financial or Private Interest must be made by the Covered Individual to the CCO as outlined in this Policy;
- The reasons for the waiver must be fully documented, and such documentation must be maintained on file by the CCO. Such documentation shall include a description of the Financial or Private Interest, any matters to which it applies, the role of the Covered Individual and any limitation on the Covered Individual's ability to act on matters within the scope of duty to BHHCG and any adjustments which should be made to the Covered Individual's duties intended to reduce or eliminate the possibility of risk to the integrity of the reputation of BHHCG within the community, or any risk to the public trust in BHHCG. The nature and importance of the Covered Individual's contribution to other business conducted by BHHCG, must also be documented.
- The waiver shall be incorporated into the minutes of the Internal Compliance Committee, as appropriate. The waiver may result from an appeal of a decision of the CCO to the Executive Leadership Group.

IX. Covered Individual Limitation on Committees and Voting

Covered Individuals who receive direct or indirect compensation from BHHCG shall not discuss or vote on matters pertaining to their compensation.

No physician who is a Covered Individual of BHHCG who receives direct or indirect compensation from BHHCG for services may discuss, or vote on matters pertaining to their own compensation or the compensation of any other physician nor may they serve on board committees whose jurisdiction includes compensation matters. Nothing shall prevent the physician from giving information to BHHCG, pertaining to physician compensation.

Covered Individuals who are owners, partners, board members, or investors of a vendor (professional services, financial institution, or other business) that provides goods or services to BHHCG should not serve on committees that make determinations about such goods or

services or other committees, such as compensation, unless adequate safeguards have been implemented.

X. Gifts

Acceptance of a gift by a Covered Individual may compromise BHHCG's ability to act impartially, or act in the best interests of BHHCG. Covered Individuals who have received gifts must report any such gifts to the CCO.

No Covered Individual shall accept any gift outside the guidelines as set forth in the BHHCG Patient Gifts Policy, the BHHCG Vendor Interaction Policy or any other similar internal policy. In addition, no Covered Individual shall solicit any gift for him or herself from any person, business, organization, institution or entity with a business relationship to BHHCG, or from a business, organization, institution or entity in which the Covered Individual has influence as a director, officer or employee.

XI. Violations of the Conflict of Interest Policy

If the CCO has reasonable cause to believe that a Covered Individual has failed to disclose a Financial or Private Interest, it shall inform the Covered Individual of the basis for such belief and afford the Covered Individual an opportunity to explain the alleged failure to disclose. Other than an opportunity to explain the alleged failure to disclose, no specific due process shall be required.

If, after hearing the response of the Covered Individual and making such further investigation as may be warranted in the circumstances, the CCO determines that the Covered Individual has in fact failed to disclose a Financial or Private Interest, it shall take appropriate disciplinary and corrective action which may include a recommendation to:

- Terminate a service contract, and/or
- Terminate an employment agreement

MISCELLANEOUS:

This policy may be revised, supplemented, or rescinded at any time as BHHCG deems appropriate in its sole and absolute discretion, without prior notice. This policy (and any other policy) does not constitute a contract of employment and does not in any way limit or modify employees' at-will employment status.

RELATED POLICIES:

Code of Conduct

C-02 Compliance Program Policy

C-08 Patient Gifts Policy

C-09 Vendor Interaction Policy

Conflict of Interest Policy for Board of Directors and Committee Members