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A Regular Board meeting of the Board of Commissioners of the North Broward Hospital District will be held on Tuesday, July 9, 2019, at 1:00 p.m., at Broward Health Corporate Spectrum Location: 1700 Northwest 49 Street, Fort Lauderdale, Florida, 33309. The purpose of this Board meeting is to review and consider any matters within the Board’s jurisdiction.

Persons with disabilities requiring special accommodations in order to participate should contact the District by calling 954-473-7100 at least 48 hours in advance of the meeting to request such accommodations.

Any person who decides to appeal any decision of the District’s Board with respect to any matter considered at these meetings will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes testimony and evidence upon which the appeal is to be based.
REGULAR BOARD MEETING
4:00 pm, May 29th, 2019

The Regular meeting of the Board of Commissioners of the North Broward Hospital District was held at 4:00 p.m. on May 29th, 2019 at the Broward Health Corporate Spectrum location, 1700 Northwest 49 Street, Fort Lauderdale, Florida.

1. NOTICE

Notice of this meeting is attached to the official Minutes as EXHIBIT I. The official Agenda for this meeting, as presented for the consideration of the Board, is attached to the official Minutes as EXHIBIT II.

This meeting was live streamed and is also available for viewing on the Broward Health website.

2. CALL TO ORDER

There being a quorum present, the meeting was called to order by Chairman Klein at 4:12 pm

3. BOARD MEMBERS

Commissioners:

Present: Commissioner Andrew M. Klein, Chair
Commissioner Christopher T. Ure, Vice Chair
Commissioner Ray T. Berry, Secretary/Treasurer
Commissioner Nancy W. Gregoire
Commissioner Stacy L. Angier
Commissioner Marie C. Waugh

Senior Leadership:

Additionally Present: Gino Santorio/President/CEO, Alan Goldsmith/CAO, Alex Fernandez/CFO, Gabe Imperato/Interim General Counsel, Jerry Del Amo/Managing Sr. Associate, General Counsel, Nigel Crooks/Chief Internal Auditor

4. THE PLEDGE OF ALLEGIANCE Christopher T. Ure

5. PUBLIC COMMENTS

o Dr. Richard Glick, staff member at both Broward Health Imperial Point and Broward Health Medical Center and BHIP tenant for the past 30 years, spoke to the Board in
regards to his renewal, lease options and modifications proposed to the provisions of his agreement.

6. **APPROVAL OF MINUTES**

   Approve April 24, 2019 Regular Board meeting minutes.

**MOTION** It was moved by Commissioner Gregoire, seconded by Commissioner Angier, to:

**APPROVE THE REGULAR BOARD MEETING MINUTES, DATED APRIL 24, 2019.**

Motion carried unanimously.

7. **MEDICAL STAFF CREDENTIALING** – Dr. Andrew Ta

7.1.) Broward Health North
7.2.) Broward Health Imperial Point
7.3.) Broward Health Coral Springs
7.4.) Broward Health Medical Center

Dr. Ta, CMO, gave his monthly medical credentialing report for the month of May, 2019.

**MOTION** It was moved by Commissioner Waugh, seconded by Commissioner Gregoire, to:

**APPROVE ITEMS (#7.1.) THROUGH (#7.4.) MEDICAL STAFF CREDENTIALING.**

Motion carried unanimously.

8. **CHIEF MEDICAL STAFF UPDATES** (items 8.1.-8.4.)

Medical staff updates were given by Dr. Lehr for Broward Health North, Dr. Penate for Broward Health Coral Springs and Dr. Morrison for Broward Health Medical Center. Said reports highlighted each of the facilities’ objectives, events and awards received over the past month. Dr. Jensen, from Broward Health Imperial Point, was absent.

9. **PRESENTATIONS**

   o President/CEO Update, Gino Santorio

Mr. Santorio presented his full monthly report highlighting the five pillars of the organization and progress at each of the facilities. A short video was shared on Broward Health’s involvement at the Sunsentinel’s Prime Expo.

Chairman Klein thanked Senator Rubio for touring Broward Health Coral Springs the week prior.

10. **CONSENT AGENDA**

10.1. Acceptance of the Interim Financial Statement for the month of April, 2019
10.2. Broward Health Physician Group's Hospice and Palliative Care Services, 2-year Agreement, Dr. Maria Farrell

10.3. Broward Health Imperial Point, Cardiac Services Lease, Modular Cardiac Catheterization Laboratory

10.4. Broward Health Systemwide, Financial Support for Uninsured Patients, HealthFund Solutions


10.6. Approval of External Auditor Agreement, Warren Averett

10.7. Approve AMP Expert Solutions, LLC to Conduct Internal Audit/Committee Review

10.8. Approval of General Counsel Agreement

**MOTION** It was *moved* by Commissioner Ure, *seconded* by Commissioner Gregoire, that:

THE BOARD OF COMMISSIONERS OF THE NORTH BROWARD HOSPITAL DISTRICT APPROVE ITEMS (10.1.) THROUGH (10.8.) ON THE CONSENT AGENDA.

Motion *carried* unanimously.

11. **DISCUSSION AGENDA**

11.1. Systemwide Delineation of Privileges Form, Undersea and Hyperbaric Medicine

**MOTION** It was *moved* by Commissioner Gregoire, *seconded* by Commissioner Angier, that:


Motion *carried* unanimously.

12. **COMMENTS BY COMMISSIONERS**

Closing comments were given by the Board.
SHADE MEETING REQUEST: Under statute 286.011, Mr. Imperato requested the Board’s advice at the upcoming shade meeting related to claims made on behalf of former General Counsel, Lynn Barrett.

MOTION It was moved by Commissioner Ure, seconded by Commissioner Waugh, to:

ADD ITEM RELATED TO RECENT CLAIMS MADE ON BEHALF OF FORMER GENERAL COUNSEL, LYNN BARRETT, TO THE AGENDA AT THE UPCOMING SHADE MEETING.

Motion carried unanimously.

At 4:59 pm, Chairman Klein closed the public portion of the meeting and entered into a closed strategic shade meeting. He further reported that the meeting would be reopened to the public at the conclusion of the shade meeting.

13. NEXT REGULAR BOARD MEETING

Next regularly scheduled Board of Commissioner's meeting will be held on June 26, 2019 at 4:00 p.m. at the Broward Health Corporate Office, Spectrum site, Suite 150, 1700 Northwest 49th Street, Ft. Lauderdale, Florida, 33309

14. ADJOURNMENT 7:41 pm

MOTION It was moved by Commissioner Ure, seconded by Commissioner Gregoire, that:

THE REGULAR BOARD MEETING BE ADJOURNED.

Motion carried unanimously.

Respectfully submitted,
Commissioner Ray T. Berry, Secretary/Treasurer
SUMMARY OF REQUEST

DATE: June 28, 2019
ITEM: MEDICAL STAFF BOARD ITEMS
REASON: APPROVED RECOMMENDATIONS AS EXHIBITED FROM THE MEDICAL EXECUTIVE COMMITTEE OF BROWARD HEALTH NORTH
COST: NOT APPLICABLE
ADDITIONAL INFORMATION: NONE
LEGAL REVIEW: NOT APPLICABLE

APPROVED:

Gino Santorso, President/CEO
Date: June 26, 2019

Alice Taylor, Chief Executive Officer, Broward Health North
Date: June 11, 2019

Andrew Ta, Chief Medical Officer, Broward Health
Date: June 26, 2019
SUMMARY OF REQUEST

DATE: June 28, 2019

FACILITY: Broward Health Imperial Point

ITEM: Medical Staff Board Items

REASON: Approved recommendations as exhibited from the Medical Council of Broward Health Imperial Point.

COST: Not applicable

ADDITIONAL INFORMATION: None

LEGAL REVIEW: Not applicable

APPROVED:

Gino Santorio
President/CEO

DATE: 6/24/19

Jonathan Watkins, CEO

DATE: 6/19/2019

Andrew Ta, CMO

DATE: 6/24/19
SUMMARY OF REQUEST

DATE: June 28, 2019

FACILITY: Broward Health Coral Springs

ITEM: Medical Staff Board Items

REASON: Approved Recommendations as Exhibited From the Medical Executive Committee of Broward Health Coral Springs

COST: Not applicable

ADDITIONAL INFORMATION: See Attached

SUBMITTED FOR LEGAL COUNSEL REVIEW: Not applicable

APPROVED:

Gino Santorio
President/CEO

Andrew Ta
Chief Medical Officer

Jared Smith
CEO
SUMMARY OF REQUEST

DATE: June 28, 2019

FACILITY: Broward Health Medical Center

ITEM: Medical Staff Board Items

REASON: Approved Recommendations as Exhibited From the Medical Executive Committee of Broward Health Medical Center

COST: N/A

ADDITIONAL INFORMATION: See Attached

SUBMITTED FOR LEGAL COUNSEL REVIEW: N/A

APPROVED: Heather Havericak, Interim Chief Executive Officer

Andrew Tu, MD, EVP, Chief Medical Officer

Gino Santorio, Broward Health, Chief Executive Officer
SUMMARY OF REQUEST

DATE: July 9, 2019

FACILITY: North Broward Hospital District

PROGRAM/PRODUCT LINE: Not Applicable

REQUEST: Acceptance of the Interim Financial Statement for the month of May, 2019

PURPOSE: Not Applicable

CAPITAL REQUIRED: Not Applicable

FISCAL IMPACT: Not Applicable

BUDGET STATUS: Not Applicable

LEGAL REVIEW: Not Applicable

APPROVED: Gino Santorio, President/CEO BH DATE: 6/4/19

APPROVED: Alex Fernandez, CFO/Chief Financial Officer DATE: 6/24/19
North Broward Hospital District
Statement of Net Position
For Period 11 Ending May 31, 2019
Fiscal Year 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT ASSETS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>46,091,619.46</td>
<td>69,283,123.18</td>
</tr>
<tr>
<td>Cash &amp; Investments Externally</td>
<td>16,601,277.47</td>
<td>14,756,792.55</td>
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<tr>
<td>Short-term Investments</td>
<td>506,356,337.40</td>
<td>515,707,346.68</td>
</tr>
<tr>
<td>Assets whose use is limited and required for current liab</td>
<td>6,261,662.00</td>
<td>5,423,653.00</td>
</tr>
<tr>
<td>Due from patients and other net of allowance for uncolli.</td>
<td>149,341,633.00</td>
<td>159,702,999.16</td>
</tr>
<tr>
<td>Inventories</td>
<td>36,963,925.61</td>
<td>37,609,781.26</td>
</tr>
<tr>
<td>Est. third party payor</td>
<td>20,267,966.73</td>
<td>16,222,847.92</td>
</tr>
<tr>
<td>Net Taxes Receivable</td>
<td>3,099,340.70</td>
<td>2,622,471.28</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td>69,662,459.55</td>
<td>50,785,593.87</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>832,546,261.69</strong></td>
<td><strong>855,328,811.82</strong></td>
</tr>
</tbody>
</table>

| ASSETS WHOSE USE IS LIMITED: Held by trustee under bond indenture agreement for Held by trustee for self-ins. | | |
|--------| | |
| | 36,603,925.61 | 37,609,781.26 |
| | 36,603,925.61 | 37,609,781.26 |
| Less amount required to meet current obligations | (6,261,662.00) | (5,423,653.00) |
| Project Fund - Restricted | 1,540,828.94 | 23,671,523.18 |
| **Total assets whose use is limited, net** | **31,442,892.55** | **67,657,651.41** |

| INVESTMENTS | | |
|--------| | |
| | 217,505,595.18 | 150,181,613.74 |
| CAPITAL ASSETS, NET | | |
| | 515,142,759.34 | 564,440,176.13 |
| OTHER ASSETS | | |
| | 25,856,461.87 | 30,609,626.47 |
| **TOTAL ASSETS** | **1,644,534,384.13** | **1,169,387,761.57** |

<p>| DEFERRED OUTFLOWS OF RESOURCES | | |
|--------| | |
| Accumulated decrease in fair LOSS ON DEBT REFINANCING | 25,146,191.48 | 28,233,975.11 |
| DEFERRED PENSION AMOUNTS | 28,822,842.55 | 20,670,956.61 |
| <strong>Total Outflows of Resources</strong> | <strong>54,184,000.03</strong> | <strong>48,804,931.72</strong> |
| <strong>Total Assets &amp; Deferred Outflo</strong> | <strong>1,718,718,384.13</strong> | <strong>1,170,192,733.29</strong> |</p>
<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIABILITIES AND NET POSITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current maturities of revenue bonds payable</td>
<td>(5,025,000.00)</td>
<td>(4,030,000.00)</td>
</tr>
<tr>
<td>Current maturities of lease facility obligations</td>
<td>(1,716,477.92)</td>
<td>(1,074,486.81)</td>
</tr>
<tr>
<td>Advanced Funds-Property Taxes</td>
<td>(11,087,583.00)</td>
<td>(11,543,260.00)</td>
</tr>
<tr>
<td>Accounts payable and acc. exp</td>
<td>(130,807,077.27)</td>
<td>(137,635,145.71)</td>
</tr>
<tr>
<td>Accr salaries and payroll tax</td>
<td>(22,947,478.70)</td>
<td>(16,023,212.76)</td>
</tr>
<tr>
<td>Accrued personal leave</td>
<td>(20,460,960.31)</td>
<td>(16,365,366.36)</td>
</tr>
<tr>
<td>Estimated third-party payor</td>
<td>(29,592,575.60)</td>
<td>(33,676,780.55)</td>
</tr>
<tr>
<td>Interest Payable</td>
<td>(6,695,592.00)</td>
<td>(7,427,031.64)</td>
</tr>
<tr>
<td>Current portion of self-ins</td>
<td>(6,381,682.00)</td>
<td>(5,423,653.00)</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>(243,526,672.62)</td>
<td>(266,027,924.82)</td>
</tr>
<tr>
<td><strong>REVENUE BONDS, NET OF CURRENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LEASE FACILITY OBLIG, NET OF</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SELF-INS LIAB, NET OF CURRENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NET PENSION LIABILITY</strong></td>
<td>1,860,329.00</td>
<td>1,297,412.00</td>
</tr>
<tr>
<td><strong>TOTAL OPEB LIABILITY</strong></td>
<td>(163,512,162.13)</td>
<td>(108,283,740.47)</td>
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<tr>
<td><strong>Total liabilities</strong></td>
<td>(777,719,727.72)</td>
<td>(741,897,701.36)</td>
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<tr>
<td><strong>DEFERRED INFLOWS OF RESOURCES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Pension Amounts</td>
<td>(30,899,171.99)</td>
<td>(23,821,416.99)</td>
</tr>
<tr>
<td><strong>OPEB</strong></td>
<td>(5,504,386.00)</td>
<td>6.00</td>
</tr>
<tr>
<td><strong>Total Deferred Inflows</strong></td>
<td>(36,443,557.99)</td>
<td>(33,621,416.99)</td>
</tr>
<tr>
<td><strong>NET POSITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Investments in Capital Assets</td>
<td>(210,185,934.66)</td>
<td>(244,539,460.61)</td>
</tr>
<tr>
<td>Restricted net assets-donor restrictions</td>
<td>(26,163,764.67)</td>
<td>(26,997,614.79)</td>
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<tr>
<td>Unrestricted</td>
<td>(616,749,310.61)</td>
<td>(642,364,963.43)</td>
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<td>Project Fund - Restricted</td>
<td>(1,145,628.94)</td>
<td>(25,671,512.16)</td>
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<td><strong>Total Net Position</strong></td>
<td>(956,479,638.78)</td>
<td>(949,573,553.99)</td>
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<tr>
<td><strong>TOTAL LIAB, DEF, INFL &amp; NET PO</strong></td>
<td>(1,718,702,924.49)</td>
<td>(1,717,392,712.94)</td>
</tr>
<tr>
<td>ACTUAL</td>
<td>PLANNED</td>
<td>CURRENT</td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>47,036</td>
<td>49,026</td>
<td>(1,990)</td>
</tr>
<tr>
<td>5,014</td>
<td>9,724</td>
<td>(4,710)</td>
</tr>
<tr>
<td>81,183</td>
<td>86,880</td>
<td>(5,697)</td>
</tr>
<tr>
<td>6,768</td>
<td>5,043</td>
<td>(1,725)</td>
</tr>
<tr>
<td>25,225</td>
<td>25,766</td>
<td>(531)</td>
</tr>
</tbody>
</table>

| 61.8%  | 62.5%   | (0.7)   | (1.1)      | 62.5%        | 61.1%         | Sal/Ben % NOR   |
| 20.0%  | 21.1%   | 0.1%    | 0.1%        | 21.1%        | 22.3%         | Supplies % NOR  |
| 23.0%  | 23.3%   | 0.3%    | 0.3%        | 23.3%        | 24.1%         | Other Exp % NOR |
| (6.2%) | (6.9%)  | (10.0%) | 1%          | (6.9%)       | (6.3%)        | Oper EBITDPR % NOR |

| 7,992.9 | 7,988.3 | (39.1) | (0.4)      | 7,983.8      | 7,641.3       | FTE's - Total   |
|         | 6,999   | 9.9%   | 6.9%       | 5.9%         | 5.0%          | FTE's/ACO      |
| 149.2   | 165.4   | 4.2%   | 2.6%       | 4.2%         | 4.4%          | Hours/AA       |
| 131.7   | 127.8   | 3.0%   | 2.4%       | 3.0%         | 3.1%          | Productive Hrs/AA |
| 28.6    | 28.8    | 0.0%   | (0.9)      | 0.0%         | 0.0%          | Hours/STD      |
| 35.4    | 32.9    | 1.7%   | 1.7%       | 1.7%         | 1.7%          | Productive Hrs/STD |
| 1,776   | 1,779   | 0.1%   | 0.1%       | 0.1%         | 0.1%          | Avg Hourly Rate |

| 1,701   | 1,679   | 1.8%   | 1.8%       | 1.8%         | 1.8%          | Total Remb/APD |
| 1,366   | 1,391   | 13.7%  | 13.7%      | 13.7%        | 13.7%         | NOR/APD        |
| 958     | 950     | 0.8%   | 0.8%       | 0.8%         | 0.8%          | Salaries/APD   |
| 2,115   | 2,111   | 4.2%   | 4.2%       | 4.2%         | 4.2%          | Supplies/APD   |

| 4,105   | 3,879   | 44.2%  | 9.2%       | 3,879        | 3,877         | Total Expense/AA |

| 9,829   | 9,495   | 4.2%   | 4.2%       | 4.2%         | 4.2%          | GPR/AA         |
| 11,036  | 10,642  | 4.9%   | 4.9%       | 4.9%         | 4.9%          | NOR/AA         |
|         |         |        |            |              | 11,226        | Total Expense/AA |

| OPERATING INDICATORS: |

<table>
<thead>
<tr>
<th>ACTUAL</th>
<th>PLANNED</th>
<th>CURRENT</th>
<th>OVER/UNDER</th>
<th>% OVER/UNDER</th>
<th>FLEXED BUDGET</th>
<th>PRIOR YEAR</th>
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</thead>
<tbody>
<tr>
<td>814.0</td>
<td>831.2</td>
<td>(17.2)</td>
<td>(2.1)</td>
<td>831.2</td>
<td>825.7</td>
<td>Average Daily Census</td>
</tr>
<tr>
<td>92.5</td>
<td>92.5</td>
<td>0.0%</td>
<td>0.0%</td>
<td>92.5</td>
<td>91.8</td>
<td>Average Length of Stay</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>Short Stay-ACO</td>
</tr>
<tr>
<td>3,332</td>
<td>3,327</td>
<td>0.0%</td>
<td>0.0%</td>
<td>3,327</td>
<td>3,377</td>
<td>ER Dept Admissions</td>
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<tr>
<td>27.7</td>
<td>26.7</td>
<td>4.0%</td>
<td>4.0%</td>
<td>26.7</td>
<td>26.3</td>
<td>Direct Admits X</td>
</tr>
<tr>
<td>455</td>
<td>494</td>
<td>8.9%</td>
<td>8.9%</td>
<td>494</td>
<td>476</td>
<td>Births</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>IP Surgeries</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>OP Surgeries</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>OP Clinic Visits</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>ED Dept Visits</td>
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<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>GDM Visits</td>
</tr>
<tr>
<td>1.3</td>
<td>1.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3</td>
<td>1.3</td>
<td>Hospice Home Care Visits</td>
</tr>
<tr>
<td>2.3</td>
<td>2.3</td>
<td>0.0%</td>
<td>0.0%</td>
<td>2.3</td>
<td>2.3</td>
<td>Physician Office Visits</td>
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TOTAL SYSTEM
OPERATING STATEMENT
Internal Management Format - not for external reporting
JUL - MAY

Page 2 11-JUN-2019 6:03 PM

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SUMMARY OF REQUEST

DATE: July 9, 2019

FACILITY: (BHMC, CSMC, BHN, BHIP, Annie L. Weaver, Cora E. Braynon, Bernard P. Alicki)

PROGRAM/PRODUCT LINE: Fully Integrated Pharmacy Retail Prescription Management System.

REQUEST: Board approval to enter into a contractual agreement with Script-Pro Inc., the lowest responsive and responsible bidder, selected per the formal RFP process, in the amount of $924,855.00

PURPOSE: Install 340B inventory management tools across all retail pharmacies within the district to improve retail pharmacy revenue optimization and cost management.

CAPITAL REQUIRED: $924,855.00 in capital

FISCAL IMPACT: FY 19

BUDGET STATUS: Yes

LEGAL REVIEW: The contract is subject to General Counsel’s review and approval as to legal form and conditioned on no material changes in the approved business terms.

APPROVED: Gino Santorio, President/CEO BH  

DATE: [Signature]
MEMORANDUM

TO: Board of Commissioners

FROM: Gino Santorio, President/CEO BH

DATE: July 9, 2019

SUBJECT: Fully Integrated Pharmacy Retail Prescription Management System. (Script Pro)

BACKGROUND

Retail pharmacy management requires close monitoring of revenues received per prescription and cost of medications used to fill prescriptions. Financial Management systems tied to the prescription level are important for improvement in retail pharmacy business optimization and planning.

Today we use separate systems that are not integrated to meet retail pharmacy needs. The current systems do not provide easy to discover opportunities with missed opportunities in revenue growth and cost optimization. Several 340B pharmacies in the clinic settings also do not have 340B inventory management systems.

The 340B program saves the North Broward Hospital District approximately 21 million each year in reduced drug costs.

Broward Health Pharmacies are considered mixed pharmacies which fill both 340B eligible and non 340B eligible patients within the retail pharmacy environment. Proper inventory triaging is a requirement for management of appropriate fill criteria and proper virtual inventory segregation.

Script Pro’s 340B management package will provide Broward Health with the tools we need to successfully run our 340B program by maximizing profits, minimizing fall outs, and streamlining the workflow allowing us to focus on providing the best care and service to our patients while remaining compliant with HRSA rules and regulations.

340B’s modification in rules and regulations are changing at a fast pace with the government addressing healthcare costs. The resources being requested will ensure audit compliance and easily maintain overall compliance with 340B’s very complex rules and regulations set forth by the federal government.
ACTION/PROJECT DESCRIPTION

Board approval for Fully Integrated Pharmacy Retail Prescription Management System.

FINANCIAL/BUDGETARY IMPACT

System will replace a few current systems. Macrohelix, Point of Sale, IVR, and Eterby Retail systems will be removed from retail operational budgets and Script Pro will provide an all-inclusive replacement solution.

Specialty pharmacy retail growth has added an additional $3.5 million more than expected this year and we have opportunity to expand to mail orders and additional specialties, employees, and community prescription needs and demands.

Annual savings of our 340B program are approximately $21 million.

JUSTIFICATION

The value of the script pro system compared to today's current environment are as follows.

- The system tracks contracted expected revenue compared to actual revenue to alert us of underpayments or missed payments.
- The system alerts us to lower cost alternatives to dispense before filling a prescription.
- The system will check 340B eligibility criteria at the time we fill prescriptions, rather than retrospective accumulations.
- The system will check all insurance eligibility vs. using a separate system to check eligibility.
- We will be able to capture patient payment at the bedside to make the meds-to-beds process a better patient experience.
- The system will have an automated outbound refill reminder call which is important for our specialty medication business plan.
- A better Patient experience. The automated system will text message the patient the status of the prescription to improve actual pick up of filled script.
- The system is expandable to mail order pharmacy systems as we look to expand for employee prescription coverage and growth. This is also important for specialty program growth.
- The system will allow all pharmacies to create a network of contract pharmacy arrangements needed to optimize 340B benefits against the physical location of the pharmacy to integrate hospital and clinic pharmacy needs/demands.
- The system tracks actual pharmacy inventory from receipt to dispensing to improve inventory control.
- Pharmacy workflow is integrated so we ensure every step in the process is closed with each prescription. We start with the actual fill and we close at the point of sale and payment collection. Today that is two different systems.
- The system will prompt the identification verification of the party picking up a controlled substance medication as required by law.
- In FY19 BHMC has demonstrated a $3.5 million margin improvement compared to prior year with expansion into specialty prescriptions. Investment in a solid integrated platform allows the District to manage costs and revenues at optimal levels.
- Installs 340B splitting software into all 340B retail pharmacy locations. Non-compliance with the 340B regulations could result in loss of the benefit of $21 million which would be an increase in medication cost absorbed by the District.
- HRSA and OPA rules and regulations for the 340B program are changing frequently. With the implementation of Script Pro we can ensure the ongoing integrity and compliance as well as optimization for our 340B program.
- Improve revenue capture and financials in all retail pharmacy locations. Provide faster turnaround time and access to medications.
- Opportunities with employee prescriptions, telemedicine and further specialty expansion require a good foundational retail program.

**STAFF RECOMMENDATION**

Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize the President/CEO to enter into a contractual agreement with Script-Pro the lowest responsive and responsible bidder, selected per the formal RFP process, in the amount of $924,855.00
SUMMARY OF REQUEST

DATE: July 9, 2019

FACILITY: Broward Health Medical Center

PROGRAM/PRODUCT LINE: Emergency Department Services
Psychiatry On-Call Services

REQUEST: Board approval to enter into contractual agreements for Psychiatry On-call services at a fair market rate of compensation at the 80th percentile of national benchmark data.

PURPOSE: To provide Psychiatry On-Call coverage for Broward Health Medical Center’s Emergency Department.

CAPITAL REQUIRED: Not Applicable

FISCAL IMPACT: Annual compensation is within the fair market value and is commercially reasonable as documented by PYA, P.C. at the 80th percentile for Psychiatry Services.

BUDGET STATUS: Budgeted

LEGAL REVIEW: The contract is subject to General Counsel’s review and approval as to legal form and conditioned on no material changes in the approved business terms.

APPROVED: Gino Santorio, President/CEO BH

DATE: 6/14/19
MEMORANDUM

TO: Board of Commissioners

FROM: Gino Santorio, President/CEO BH

DATE: July 9, 2019

SUBJECT: Board approval to enter into contractual agreements for Psychiatry On-call services at a fair market rate of compensation at the 80th percentile of national benchmark data.

BACKGROUND

Broward Health Medical Center (BHMC) is requesting approval to enter into a contractual agreement for Psychiatry On-Call service. Broward Health has documented and objectively determined there is a legitimate business purpose for the services of qualified physicians to provide services in the specialties of Psychiatry.

BHMC is licensed to provide Psychiatry services and is also a Baker Act Receiving Facility, and is required to provide evaluation of management of patients presenting to its Emergency Department under its EMTALA requirements. BHMC has a need to contract with the group/physician to provide uninterrupted on-call availability for its emergent patients.

BHMC has 4 (four) physicians on the call coverage panel. A lower rate was originally offered and the physicians declined. After meeting with the physicians, all agreed to take no less than the 80th percentile rate.

ACTION/PROJECT DESCRIPTION

A fair market value (FMV) and commercial reasonableness (CR) assessment of the proposed arrangements for Psychiatry On-Call services was conducted by an independent third party. The assessment determined that the request, at the 80th percentile for Psychiatry of the national benchmark date, are within FMV for similar services being provided across the country and is commercially reasonable.

FINANCIAL/BUDGETARY IMPACT

Operating expense is budgeted.
JUSTIFICATION

To continue to provide Psychiatry On-Call services at Broward Health Medical Center.

STAFF RECOMMENDATION

Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize the approval to enter into a contractual agreement for Psychiatry On-Call services at the 80th percentile.
SUMMARY OF REQUEST

DATE: July 9, 2019

FACILITY: North Broward Hospital District

PROGRAM/PRODUCT LINE: Locum Tenens coverage for Hospital Call, Trauma, and Physician Services.

REQUEST: Approval of additional funding for Locum Tenens coverage for the North Broward Hospital District in the amount of $2,000,000

PURPOSE: To provide North Broward Hospital District temporary recruiting and placement services for the purpose of referring qualified medical professionals and physicians to the hospital, physician groups, and practice management organizations on a contractual basis.

CAPITAL REQUIRED: Not applicable

FISCAL IMPACT: $2,000,000 for Fiscal Year 2020.

BUDGET STATUS: Budgeted

LEGAL REVIEW: The contract is subject to General Counsel’s review and approval as to legal form and conditioned on no material changes in the approved business terms.

APPROVED: Gino Santorio, President/CEO BH

DATE: 6/14/19
MEMORANDUM

TO: Board of Commissioners

FROM: Gino Santorio, President/CEO BH

DATE: July 9, 2019

SUBJECT: Approval of additional funding for Locum Tenens coverage for the North Broward Hospital District in the amount of $2,000,000

BACKGROUND

The North Broward Hospital District has two Trauma Centers that require physician coverage 24 hours a day, 365 days per year. There are several specialties that are required for the trauma service yet are scarce resources in Broward County. These specialties (ENT and Ophthalmology) have practices that focus mainly on outpatient care and are not willing to take call at the hospitals. A fair market value rate was obtained however this rate did not meet their requirement for pay and was rejected. Pediatric Neurology and Transplant Hepatology are being used through Locums coverage as there are no community based options currently available for them. In order to meet the UNOS (United Network for Organ Sharing) requirements of a designated transplant program, hepatology coverage was added.

ACTION/PROJECT DESCRIPTION

Broward Health is requesting that the Board of Commissioners authorize the approval of up to $2,000,000 for the use of Locum Tenens services, as needed, to support the Trauma Services at Broward Health Medical Center (BHMC) and Broward Health North (BHN).

FINANCIAL/BUDGETARY IMPACT

Budgeted. Up to $2,000,000 for Fiscal Year 2020 is being requested to assure Trauma Services are covered by qualified physicians to meet the Level I and Level II Trauma requirements.

JUSTIFICATION

The use of Locum Tenens coverage has a cost that is approximately three times the fair market value rates. Coverage is required to meet the state requirements of the Level I and Level II Trauma Services. In order to meet the UNOS (United Network for Organ Sharing) requirement of a designated transplant program, hepatology coverage was added.

STAFF RECOMMENDATION

Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize the President/CEO the approval of additional funding of up to two million dollars to pay for the Locums Tenens services to support the on call requirements of the Level I and Level II Trauma Services.
SUMMARY OF REQUEST

DATE: July 9, 2019

FACILITY: Community Health Services

PROGRAM/PRODUCT LINE: Healthcare for the Homeless (HCH)

REQUEST: To seek approval of the changes and revisions of the areas of non-compliance identified during the Health Resources and Services Administration (HRSA) Operational Site Visit (OSV), May 14-16, 2019. The changes are affecting grant number H80CS00019.

PURPOSE: Following an Operational Site Visit (OSV) the health center has 14 calendar days to submit a response to the findings of Non-compliance prior to the finalization of the OSV report. If the corrections are submitted within 14 days of receiving the report, the elements will be marked as compliant in the OSV report and no condition will be applied. On June 6, 2019, Broward Health Healthcare for the Homeless (HCH) received a Correspondence Request which provides an opportunity for HCH to respond with acceptable evidence of compliance by June 20, 2019. HRSA will review HCH Correspondence Request responses, make final compliance determinations, and then issue a final site visit report.

CAPITAL REQUIRED: Not applicable.

FISCAL IMPACT: Not applicable.

BUDGET STATUS: Not applicable.
MEMORANDUM

TO:    Board of Commissioners

FROM:  Beth Cherry SVP Physician Services, Ambulatory Division

DATE:  July 9, 2019

SUBJECT: To seek board approval of the changes and the revisions to areas of non-compliance identified during the Health Resources and Services Administration (HRSA) Operational Site Visit (OSV), May 14-16, 2019. Changes affect Grant number H80CS00019 and are acceptable evidence of compliance in response to the findings.

BACKGROUND

Broward Health has received HCH funding since 1993. The HCH program provides primary and urgent medical care, diagnostic exams/screenings, behavioral health counseling, vision care, prophylaxis, and emergency oral health services. The HCH program is federally funded by the Health Resources and Services Administration (HRSA). HRSA conducted an Operational site Visit (OSV) at Broward Health Healthcare for the Homeless on May 14-16, 2019. The Health Care for the Homeless Program is required to make corrections to ensure compliance with HRSA grant requirements and to remain eligible to continue receiving funding from the HRSA HCH grant number H80CS00019.

Per section 330(k)(3)(H) of the Public Health Service (PHS) Act (42 U.S.C. 254b), it is the responsibility of the governing board to approve the overall plan and budget for the health center, the hours of operation for the health center sites, as well as the selection of the services provided by the health center. In fulfilling these responsibilities to accurately and completely delineate the health center’s scope of project, the health center governing board is assuring that the health center will effectively utilize its available resources in pursuing its mission. As the board is responsible for the oversight of the health center operations, all requests for change in scope of project must be approved by the health center's governing board with approval documented in the board minutes.
ACTION/PROJECT DESCRIPTION

Required and Additional Health Services: Section 330(k)(2) and Section 330(k)(3)(I) of the PHS Act; and 42 CFR 51c.104(b)(2-3), 42 CFR 51c.303(k), 42 CFR 56.104(b)(2), 42 CFR 56.104(b)(4), and 42 CFR 56.303(k)

1. AUDITOR’s COMMENTS: Services recorded on Form 5A were not consistent with how the health center offers them. Column II should be checked under Coverage for Emergencies during and after hours to reflect the contract agreement with AnswerComm, the after-hours service line. Well Child Services, Prenatal Care, Intrapartum Care, and Postpartum Care should be removed from Column I because the health center does not provide these services. Column II for Transportation should not be checked because the health center does not have a contract for this service. The health center is paying directly for transportation services. Column II under Additional Dental Services should be removed because the health center does not have a contract for this service.

HRSA REQUIREMENT: The health center may provide additional (supplemental) health services that are appropriate to meet the health needs of the population served by the health center, subject to review and approval by HRSA. All required and applicable additional health services must be provided through one or more service delivery methods: directly (Column I), or through written contracts (Column II) and/or cooperative arrangements (which may include formal referrals) (Column III).

Seeking Board approval to make the suggested changes to HRSA Form 5A (See Appendix A) in the Electronic Handbook (EHB):

2. AUDITOR’s COMMENTS: Element B. Ensuring Access For Limited English Proficient Patients- The registration packet when patients register for the program was not translated in Spanish. Spanish is the second dominant language for their patient population after English. The health center stated that they would work to get the registration packet and other documents translated in Spanish.

HRSA REQUIREMENT: Health center patients with limited English proficiency are provided with interpretation and translation (for example, through bilingual providers, on-site interpreters, high quality video or telephone remote interpreting services) that enable them to have reasonable access to health center services.

Seeking Board approval to adapt HCH registration documents that have been translated into Spanish and Creole into use within the HCH program (See Appendix B)

Sliding Fee Discount Program: Section 330(k)(3)(G) of the PHS Act; and 42 CFR 51c.303(f), 42 CFR 51c.303(g), 42 CFR 51c.303(u), 42 CFR 56.303(f), 42 CFR 56.303(g), and 42 CFR 56.303(u)
3. **AUDITOR’s COMMENT:** The health center utilizes the system-wide "financial assistance program policy/discounted sliding fee schedule" and the "billing compliant to guidelines" policies and procedures for their sliding fee discount program. Neither of the policies includes a definition for family or household size. While the system-wide financial assistance program policy states that there are residency restrictions and requirements for proof of insurance and/or Medicaid denial, those do not apply to the health center's homeless patients. There is a clause in the "billing compliant to guidelines" policy which states that the only requirement for homeless patients to qualify for the sliding fee discount is to provide family income on a self-attestation form.

4. **AUDITOR’s COMMENTS:** The sliding fee discount schedule does not consist of at least three discount pay classes. While the structure of the sliding fee discount schedules indicate three discount classes as percentages of federal poverty guidelines (101 percent - 133 percent, 134 percent - 150 percent, and 151 percent - 200 percent) the copayment amounts of $8.00 for medical/dental, $6.00 for labs, and $6.00 for prescriptions are the same for discount class 101 percent - 133 percent and discount class 134 percent - 150 percent. This effectively leaves only two discount classes (101 percent - 150 percent and 151 percent - 200 percent).

5. **AUDITOR’s COMMENTS:** The sliding fee discount schedules in effect at the time of the site visit incorporated the 2017 Federal Poverty Guidelines rather than the current 2019 Federal Poverty Guidelines.

**HRSA REQUIREMENT:** The health center has board-approved policies for its sliding fee discount program that apply uniformly to all patients and address the following areas: Definitions of income and family; assessment of all patients for sliding fee discount eligibility based only on income and family size, including methods for making such assessments. The manner in which the health center’s Sliding Fee Discount schedule (SFDs) will be structured in order to ensure that patient charges are adjusted based on ability to pay, and only applicable to health centers that choose to have a nominal charge for patients at or below 100 percent of the Federal Poverty Guidelines (FPG): The setting of a flat nominal charges at a level that would be nominal from the perspective of the patient (for example, based on input from patient board members, patient surveys, advisory committees, or a review of co-pay amounts associated with Medicare and Medicaid for patients with comparable incomes) and would not reflect the actual cost of the service being provided.

Seeking Board Approval to adapt Sliding Fee Policy CHS-003-012, which is updated with 2019 Federal Poverty Guidelines, into practice within the HCH program (See Appendix C).

**Quality Improvement/Assurance:** Section 330(k) (3) (C) of the PHS Act; and 42 CFR 51c.110, 42 CFR 51c.303 (b), 42 CFR 51c.303(c), 42 CFR 51c.304 (d) (3) (iv-vi), 42 CFR 56.111, 42 CFR 56.303(b), 42 CFR 56.303(c), and 42 CFR 56.304(d) (4) (v-vii)
6. **AUDITOR’s COMMENT:** There is not a designated individual or QI Director to oversee the QI/QA program. In addition, it was not clear who is the designated person completing QI/QA assessments and monitoring QI/QA outcomes. Since there is not a designated individual to oversee the QI program, I could not accurately assess if the responsibilities of this individual include questions or job duties listed in this section. According to the health center, the QI Director position is posted. Q2 and Q3 are separate questions that do not allow the health center to be penalized twice. Since there is not a designated person to oversee the health center's QI program, Q3 questions from my interpretation are not compliant as they relate back to having a "designated individual" or Q2. Since there is not a designated individual to oversee the QI program, I could not accurately assess if the responsibilities of this individual include Q3 questions or job duties.

**HRSA REQUIREMENT:** The health center designates an individual to oversee the QI/QA program established by board-approved policies. This individual’s responsibilities would include, but would not be limited to, ensuring the implementation of QI/QA operating procedures and related assessments, monitoring QI/QA outcomes, and updating QI/QA operating procedures.

- Seeking Board Approval of the job description for the Quality Assurance Specialist and approval of Paulette Dallas, RN, BS, Quality Management Specialist, as Interim QI/QA Program Specialist. Ms. Dallas, under supervisor of the previous QI/QA Director, has continuously performed program specific QI/QA since December 13, 2015. Ms. Dallas has been employed with Broward Health since March 4, 2002. Approval of Ms. Dallas' appointment will support the ability to continue to strengthen quality improvement activities and seeking board approval to post and fill said position (See Appendix D)

**Key Management Staff:** Section 330(k)(3)(H)(ii), and 330(k)(3)(I)(i) of the PHS Act; 42 CFR 51c.104(b)(4), 42 CFR 51c.303(p), 42 CFR 56.104(b)(5), and 42 CFR 56.303(p); and 45 CFR 75.308(c)(1)(ii)(iii)

7. **AUDITOR’s COMMENTS:** The Project Director does not report to the health center board. Within the North Broward Hospital District's organizational structure, the Project Director reports to the Executive Director of Community Health Services, which is two layers below the CEO of the Hospital District and three layers below the Board of Commissioners.

**HRSA REQUIREMENT:** The Project Director/CEO is directly employed by the health center if the Project Director/CEO: (1) Receives a salary directly from the health center; (2) is issued a W-2 that lists only the health center as the Project Director/CEO’s employer; and (3) has an employment agreement entered into with the health center that outlines the activities required to be performed by the Project Director/CEO. In a public center with a co-applicant board where the public center employs the Project Director/CEO, the Project
Director/CEO may report both to the co-applicant board and to another board or individual within the public agency.

Seeking Board approval to pursue the establishment of a co-application board.

**Contracts and Subawards:** Section 330(k)(3)(I) and Section 330(q) of the PHS Act; 42 CFR 51c.113, 42 CFR 56.114, 42 CFR 51c.303(t); and 42 CFR 56.303(t); 45 CFR Part 75 Subpart D; and Section 1861(aa)(4)(A)(ii) and Section 1905(l)(2)(B)(ii) of the Social Security Act

8. **AUDITOR’s COMMENT:** The health center’s procurement procedures do not ensure that all procurements directly attributable to the federal award will be conducted in a manner that only includes allowable costs, consistent with Federal Cost Principles. The procurement procedures also do not contain relevant references or citations to 45 CFR 75 Subpart E: Cost Principles.

**HRSA REQUIREMENT:** The health center has written procurement procedures that comply with federal procurement standards, including a process for ensuring that all procurement costs directly attributable to the federal award are allowable, consistent with Federal Cost Principles (.45 CFR 75 Subpart E)

Seeking board approval of Purchasing and Procurement Policy GA-(See Appendix E).

9. **AUDITOR’s COMMENTS:** The health center’s contract with Fort Lauderdale Retirement Home does not include a provision to detail how the health center will monitor contract performance.

**HRSA REQUIREMENT:** The health center’s contracts that support the HRSA-approved scope of project include provisions that address the following: The specific activities or services to be performed or goods to be provided; Mechanisms for the health center to monitor contractor performance; and Requirements for the contractor to provide data necessary to meet the recipient’s applicable federal financial and programmatic reporting requirements, as well as provisions addressing record retention and access, audit, and property management.

Seeking Board Approval of the Respite Care Customer Service Survey as a monitoring tool, and seeking board approval to adapt the amended contract which seals the agreement that Broward Health will uses the Respite Care Customer Service Survey as a monitoring tool at Fort Lauderdale Retirement (See Appendix F)

10. **AUDITOR’s COMMENTS:** The health center was unable to provide documentation of prior approval by HRSA of the subrecipient arrangement. Form 8, question 2 (from the application) was not answered "yes" to indicate that the subaward and the agreement were not included. The health center was also unable to provide prior approval through a separate post-award request.

**HRSA REQUIREMENT:** If the health center has made a subaward, the health center requested and received prior approval from HRSA as documented by: An approved competing continuation/renewal of designation application or other competitive application, which included the sub-recipient arrangement; or An approved post-award request for such sub-recipient arrangements submitted within the project period (for example, change in scope).
Seeking Board Approval to complete a post-award request for sub-recipient arrangement with Memorial Health Systems in the EHB, to include MHS in the upcoming Service Area Competition (SAC) and to add MHS to the project’s scope of services for the HCH program.

11. **AUDITOR’s COMMENTS:** The subrecipient agreement with Memorial Healthcare System does not include all provisions required to demonstrate compliance. The agreement does not address all Health Center Program requirements applying to the subrecipient or applicability of any other distinct statutory, regulatory, and policy requirements of associated programs and benefits (subrecipient participates in the 340B Drug Pricing Program per staff interviews). The agreement also does not address the mechanisms for the health center to monitor subrecipient compliance and performance, or the requirement that all costs paid for under the subaward are consistent with the Federal Cost Principles.

**HRSA REQUIREMENT:** Specifically, the purpose of a subaward is to carry out a portion of the Federal award and creates a Federal assistance relationship with the subrecipient, while the purpose of a contract is to obtain goods or services for the health center’s own use and creates a procurement relationship with the contractor. The health center’s contracts that support the HRSA-approved scope of project include provisions that address the following: The specific activities or services to be performed or goods to be provided; Mechanisms for the health center to monitor contractor performance; and Requirements for the contractor to provide data necessary to meet the recipient’s applicable federal financial and programmatic reporting requirements, as well as provisions addressing record retention and access, audit, and property management.

Seeking Board approval of the amendments to the contract with MHS to include all provisions required to demonstrate compliance, which includes Sections 2.4: Allowable Costs, 4.6: Audit Purposes, Methods and Procedures, 10.21: Subrecipient Requirements, 10.22 Compliance Laws and Requirements, and Exhibit A of the agreement (See Appendix G).

**Financial Management and Accounting Systems:** Sections 330(e)(5)(D), 330(k)(3)(D), 330(k)(3)(N), and 330(q) of the PHS Act; 42 CFR 51c.113, 42 CFR 56.114, 42 CFR 51c.303(d), and 42 CFR 56.303(d); and 45 CFR Part 75 Subparts D, E and F.

12. **AUDITOR’s COMMENTS:** The health center’s written drawdown procedures do not include provisions to limit the drawdown to minimum amounts needed to cover allowable costs, or to minimize the time elapsing between the transfer of federal award funds from HRSA and the disbursement of these funds by the health center.

13. **AUDITOR’s COMMENTS:** The health center’s written drawdown procedures do not include specific provisions that all expenditures utilizing federal award funds must be allowable in accordance with the terms and conditions of the federal award, including those that limit the use of the federal award funds. Also, there is no reference to the Federal Cost Principles in 45 CFR 75 Subpart E.
HRSA REQUIREMENT: The health center has written procedures for: Drawing down Federal award funds in a manner that minimizes the time elapsing between the transfer of the Federal award funds from HRSA and the disbursement of these funds by the health center; and Assuring that expenditures of Federal award funds are allowable in accordance with the terms and conditions of the Federal award and with the Federal Cost Principles in 45 CFR Part 75 Subpart E. The cost principles are set forth in 45 CFR Part 75, Subpart E.

Seeking Board Approval of Accounting and Monitoring of Grants Award Policy GA-002-002 (See Appendix H) and seeking Board approval to adapt said policy to use within the HCH program.

Billing and Collections: Section 330(k)(3)(E), (F), and (G) of the PHS Act; and 42 CFR 51c.303(e), (f), and (g) and 42 CFR 56.303(e), (f), and (g)

14. AUDITOR’s COMMENTS: The health center does bill for services in accordance with the health center’s fee schedule. However, the correct discounts as computed by the health center’s sliding fee discount schedules are not applied correctly to the patient’s charges. For example, a homeless patient with a nominal fee of $3.00 for a medical visit (per the health center’s own sliding fee discount schedule) should receive a sliding fee discount adjustment leaving the $3.00 nominal fee as the balance. This nominal fee could then be waived per the procedure for waiving charges leaving the patient with a zero balance. Instead, a 100 percent sliding fee discount is automatically provided based on the status of homelessness, and the entire patient charge is adjusted off.

HRSA REQUIREMENT: The health center has billing records or other forms of documentation that reflect that the health center: Charges patients in accordance with its fee schedule and, if applicable, the sliding fee discount schedule;3 and Makes reasonable efforts to collect such amounts owed from patients. (See Compliance Manual Chapter 9: Sliding Fee Discount Program for more information on the sliding fee discount schedule).

Seeking Board approval of Sliding Fee Waiver Policy, CHS-003-012, and seeking Board approval to adapt said policy into use within HCH Program (see Appendix I)

Board Composition: Section 330(k)(3)(H) of the PHS Act; and 42 CFR 51c.304 and 42 CFR 56.304

15. AUDITOR’s COMMENTS: The North Broward Hospital District Board of Commissioners is composed of six members. The board has an approved governance waiver in place, which includes an HCH Consumer Advisory Council.

HRSA REQUIREMENT: The health center board should be composed of at least 9 and no more than 25 members. The North Broward Hospital District Board of Commissioners is composed of six members. The board has an approved governance waiver in place, which includes an HCH Consumer Advisory Council.

16. AUDITOR’s COMMENTS: The health center was unable to provide at least one example of how special population input has impacted board decision-making respecting hours of operation, defining budget priorities, assessing patient
satisfaction, and assessing the effectiveness of the sliding fee discount program. The board has not met with the Advisory Council for the past ten years, but the majority of the board has only been in place for the past two years and unaware of its board responsibilities respecting the HCH program. At the exit conference, the Board of Commissioners pledged to remedy this oversight by appointing a member of the Commission to attend all Council meetings and to invite the Council to Commission meetings and to visit the HRSA website to gain more information.

**HRSA REQUIREMENT:** For health centers with approved waivers, the health center has board minutes or other documentation that demonstrates how special population patient input is utilized in making governing board decisions in key areas, including but not limited to: selecting health center services; setting hours of operation of health center sites; defining budget priorities; evaluating the organization’s progress in meeting goals, including patient satisfaction; and assessing the effectiveness of the sliding fee discount program.

**Seeking Board approval to pursue the establishing a co-applicant board which would also mitigate this issue.**

**FINANCIAL/BUDGETARY IMPACT**

Fiscal Impact includes the addition of the salary for a FTE designated QI/QA staff.

**JUSTIFICATION**

The health center must demonstrate compliance with Health Center Program requirements. These requirements form the foundation of the Health Center Program and support the core mission of the total approved section 330 grant-related model of Primary Care. Further non-compliance could jeopardize grant funding of the HCH program.

**STAFF RECOMMENDATION**

Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize and approve all the specified changes mentioned above to ensure compliance with conditions of grant award for HRSA grant # H80CS00019.

**ATTACHMENTS**

Appendix A – From 5A [View All Services In Scope.htm](#)
Appendix B - Registration Packets translated in English and Creole [P-7638 financial assistance app_Haitian Creole_Final.docx](#)
[P-7638 financial assistance app_Spanish_Final.docx](#)  
[Bernard P Alicki Health Center Letter v2 Haitian Creole_Final.docx](#) [Bernard P Alicki Health Center Letter v2 Spanish_Final.docx](#)  
Appendix C – Sliding Fee Scale Policy [CHS-003-012 HCH Sliding Fee Policy with FPG.pdf](#)
Appendix D – Job description TBD QI/QA Staff Quality Management Specialist – HCH
Job Description Quality Assurance Specialist Quality Staff.docx
Appendix E – GA-001-001 Purchasing and Procurement from HHS)GA-001-001
Purchasing and Procurement of Federal Awards from HHS.pdf
Appendix F – Fort Lauderdale Contract and Respite Care Customer Service Survey2065
Inc dba Ft. Laud Retirement Home - FE First Amendment Executed.pdf
Appendix G – Amendment to contract with Memorial First Amendment to Agreement -
EXECUTED.pdf
Appendix H- Accounting and Monitoring Policy GA-002-002 Accounting and
Monitoring.pdf
Appendix I – Sliding Fee Waiver Policy CHS-003-013 Waiving Fees.pdf
Appendix A
### Self Updates: Services details

**H80CS00019: North Broward Hospital District, Ft Lauderdale, FL**

**Grant Number:** H80CS00019  
**BHCMS ID:** 0412040  
**Project Period:** 11/01/2001 - 01/31/2021  
**Budget Period:** 02/01/2019 - 01/31/2023

#### Required Services

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#### Speciality Services

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Appendix B
SIYEN POU ANREJISTREMAN SÈLMAN
NOT: Anrejistreman kòmanse a 9am

NON: ________________________________________________________________

DAT OU FÈT: _______________________________________________________

#SS: ______________________________________________________________

# TEL: _____________________________________________________________

Èseke ou gen asirans (Medicare, Medicaid, benefis VA, Asirans Prive) oswa èseke ou kouvri anba yon fanmi oswa mari/madanm?

WI ( )

Konpayi Asirans: ______________________________________________________

# Asirans: __________________________________________________________

NON () Kontinye

Èseke ou gen yon lèt ki di montre ou sanzabri (avi evikson, prèv adrès postal, papye ki montre yo fenk libere ou nan prizon, papye afidavi ki soti nan yon abri provizwa)?

NON () KANPE LA. Ou dwe gen youn pou nou ka anrejistre ou.

WI ( ) Kontinye

ADRÈS IMEL: ________________________________

ADRÈS OU/POSTAL:

(Ri) _______________________________________________________________

(#Apt) ____________________________________________________________

(Vil) ______________________________________________________________________________

(Eta/kòd) ___________________________________________________/ ________________

Dat jodia: __________________________________________ Lè: ____________________________
REGISTRO DE INGRESO ÚNICAMENTE
NOTA: El registro comienza a las 9am

NOMBRE: ____________________________________________

FECHA DE NACIMIENTO: ________________________________

NRO. DE SS: ________________________________________

NRO. DE TELÉFONO: __________________________________

¿Tiene seguro (Medicare, Medicaid, beneficios de VA, Seguro privado) o está cubierto por un miembro de la familia o cónyuge?

Sí ( )

Compañía de seguro: __________________________________

Nro. de póliza: ______________________________________

NO ( ) Continuar

¿Tiene una carta de sin techo (aviso de desalojo, prueba de dirección de correo, papeles de salida de prisión, declaración jurada de refugio)?

NO ( ) DETÉNGASE. Debe tener una antes de que podamos registrarlo.

Sí ( ) Continuar

DIRECCIÓN DE CORREO ELECTRÓNICO: ____________________________

DIRECCIÓN ACTUAL DE CORREO: ________________________________

(Calle) ________________________________________________

(Nro. Apto.) ____________________________________________

(Ciudad) _______________________________________________

(Estado/cód. postal) ___________________________ / ________________

Fecha de hoy: ___________________ Hora: ________________
Hoja de datos de casos MAPS

Número de paciente: __________________________ Identificación corporativa: __________________________
Fecha de inicio de la cobertura: __________ - Fecha de finalización de la cobertura: __________ Código de plan: __________
¿Ha solicitado intercambio de Seguro de Atención Médica? □ Sí □ No
Si la respuesta es sí, ¿cuál fue el resultado? □ Eligible □ No elegible
¿Se le proporcionó la Carta de no elegibilidad para atención médica? □ Sí □ No
¿Solicitó Medicaid? □ Sí □ No
Si la respuesta es no, ¿se lo evaluó y consideró como técnicamente no elegible? □ Sí □ No
Si la respuesta es sí, ¿cuál fue el resultado? □ Aprobado □ Rechazado Si fue rechazado, motivo:

______________________________
Apellido: __________________________ Nombre: __________________________ Inicial del segundo nombre: ________

Número de Seguro Social: __________________________ N.º SIG MR: __________________________ Fecha de nac.: __________

______________________________
Domicilio: __________________________ Ciudad: __________________________ Estado: ______ Código Postal: __________

______________________________
Número de teléfono: __________

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Fecha de nac.: __________ NSS: __________

Detalles del garante -

Nombre del garante: __________________________ NSS: __________

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Domicilio del garante: __________________________

Detalles de los integrantes del hogar -

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Detalles de empleo -

Nombre del miembro: __________________________
Empleador: __________________________
Ingresos mensuales: __________________________

Nombre del miembro: __________________________
Empleador: __________________________
Ingresos mensuales: __________________________

Nombre del miembro: __________________________
Empleador: __________________________

Relación con el solicitante: __________________________
Fecha de inicio: __________ Fecha de finalización: __________
Teléfono: __________________________

Relación con el solicitante: __________________________
Fecha de inicio: __________ Fecha de finalización: __________
Teléfono: __________________________

Relación con el solicitante: __________________________
Fecha de inicio: __________ Fecha de finalización: __________
Ingresos mensuales: __________________________

Nombre del miembro: _______________________

Empleador: _________________________________

Ingresos mensuales: _________________________

Detalles del paciente--

Empleado originante: _________________________

Tamaño familiar: ________ Fecha del servicio: __________

Porcentaje FPL: ________ Nombre del paciente: ______________

Teléfono: __________________________

Relación con el solicitante: ________________

Fecha de inicio: __________ Fecha de finalización: __________

Teléfono: __________________________

Número de paciente: ______________________

Notas e imágenes recolectadas --
Nimewo Pasyan: ___________________________  ID Sosyal: ___________________________
Dat Kouvèti a kòmanse: ___________  Dat Kouvèti a fini: ______________________  Kòd Plan an: ______________________

Eske ou aplike pou "Healthcare Insurance Exchange"? ___ Wi ___ Non
Si wi, kisa rezilta a te ye? ___ Elijib ___ Pa elijib
Eske yo baye Lèt Inelijibilite a? ___ Wi ___ Non
Eske ou aplike pou Medicaid? ___ Wi ___ Non
Si non, eske yo te gade dosye ou epi di ou pa elijib? ___ Wi ___ Non
Si wi, kisa rezilta a te ye? ___ Apwouve ___ Denye

Non fanni: ___________________________
Prenon: ___________________________  Inisyel dezyèm non: ______________________

Nimewo Sosyal Sekirite: ___________________________
Nimero SIG MR: ___________________________
Dat Nesans: ___________________________

Adrès: ___________________________
Vil: ___________________________  Eta: ______  Zip: ___________________________

Nimewo Téléfon: ___________________________

Non mari/madann: ___________________________  Dat Nesans: ______________________  SSN: ______________________

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SSN: ___________________________
Adrès moun ki siyen an: ___________________________

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Anpliwayè: ___________________________
Salè pa mwa: ___________________________

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Dat li komanse: ___________  Dat li fini: ___________
Telefon: ___________________________

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Anpliwayè: ___________________________
Salè pa mwa: ___________________________

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Dat li komanse: ___________  Dat li fini: ___________
Telefon: ___________________________

Non Moun nan: ___________________________
Anpliwayè: ___________________________
Salè pa mwa: ___________________________

Sa li ye pou aplikan an: ___________________________
Dat li komanse: ___________  Dat li fini: ___________
Telefon: ___________________________

Enfòmasyon sou Pasyan an -

Kote l ap travay: ___________________________
Gwosè fanny an: ___________________________
Dat Sèvis: ___________________________
Pousantaj FPL: ________  Non Pasyan: ___________________________

Salè pa an: ___________________________
Salè pa mwa: ___________________________
Nimewo Pasyan: ___________________________
Nott & Foto yo Rasanble --
Appendix C
CHS-003-012 Healthcare for the Homeless Financial Assistance Program/Discounted Sliding Fee Policy

Purpose
To define the discounted/sliding fee schedule utilized by Broward Health’s Healthcare for the Homeless (HCH) Program. HCH provides comprehensive medical and dental services to homeless individuals and families as well as those who are poverty stricken, uninsured, and underinsured. HCH offers discounts on the clinic’s fee schedule for self-pay patients who fall 200% below the Federal Poverty Guidelines (FPG) based on the patient/family’s income.

I. Policy
The North Broward Hospital District, d.b.a. Broward Health, HCH program, has a system in place to determine eligibility for patient discounts adjusted on the basis of the patient’s ability to pay. A discounted/sliding fee schedule is used to ensure that no one who is unable to pay will be denied access to services. The criteria used in the discounted/sliding fee schedule is based upon a percentage of the most current FPG as issued by the Department of Health and Human Services and published in the Federal Register. Based on this discounted/sliding fee schedule, Broward Health will provide a full discount to individuals and families with annual incomes at or below 100% of the FPG (only nominal fees may be charged). Therefore, those with incomes between 100% and 200% of the FPG, must be charged fees in accordance with a sliding discount fee schedule based on family size and income (see attachment).

Financial counselors are available to assist patients.
Broward Health does not discriminate against a patient because of race, creed, color, national origin, sex, age, or religion. Broward Health provides a financial assistance program to defray the costs of medically necessary services for those homeless patients who reside in or are visitors in Broward County.
Broward Health Community Health Services is responsible for posting appropriate signage in a prominent place in all registration areas at each facility in English, Creole, and Spanish, advising that financial assistance is available for services rendered or to be rendered.
Broward Health will accept an application for financial assistance from any person. Each application will require a signature from the applicant, or responsible party attesting to the truthfulness and accuracy of the information provided on the application. Any person found to be intentionally providing fraudulent information will have the application denied without reconsideration.
Broward Health Homeless financial assistance applicants will be required to notify an appropriate
representative of Broward Health in the event that their income circumstances change during the effective period of the financial assistance approval. Each financial assistance application will serve to determine eligibility for all uninsured household family members listed within the application.

Procedure

II. HCH will utilize a Discount Sliding Fee Schedule at all HRSA approved Scope of Project sites for both the medical and dental clinics (Attachment 1).

III. HCH staff members will ensure that all patients are informed and made aware of the Discount Sliding Fee Schedule program.

A. As part of the registration process, the front office staff shall explain the Discount Sliding Fee Schedule program to all patients. Staff will inform the patient how the program can help, as well as assist the patient with completing the application form, if needed.

B. The Discount Sliding Fee Schedule application is updated every 12 months.

C. Confidentiality shall be maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

D. The front desk staff verifies all patients’ insurance eligibility for each encounter. If the patient receives benefits, a claim will be filed for third party reimbursement for services rendered.

E. Insured patients who qualify may participate in the Discount Sliding Fee program and will be charged the lesser of the patient liability for the visit or the amount that the patient would have been charged as an uninsured sliding fee patient.

IV. Eligibility: Sliding Fee Schedule discounts will be based on family size and income only. HCH uses the Census Bureau definitions for Family and Income, which are as follows:

A. Family is defined as: a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together, all such people (including related subfamily members) are considered as members of one family.

B. Income is defined as: earnings, unemployment compensation, workers’ compensation, Social Security, Supplemental Security Income, public assistance, veterans’ payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources. Noncash benefits (such as food stamps and housing subsidies) do not count.

C. Adjusted Gross Income (AGI) - Gross income minus adjustments to income

D. Adolescents seeking confidential services do not require income verification.

E. Review the discount application with the patient to verify the information obtained is correct, then calculate and determine the patient’s discount level.

V. APPLICATION PROCESS:
Verification of family size and income is as follows:

A. Driver’s License or Picture Identification (ID) Card

B. Birth Certificate

C. Marriage License

D. Voter Registration Card
E. Recent check stub, W-2 Form, or a letter from their employer (on company letterhead) stating the patient's annual income.

F. Documentation from the Unemployment Office.

G. Recent Utility (or gas, water, or telephone) Bill

H. Referral letter from a Homeless Shelter or Social Service agency.

I. Rejection letters from Medicaid or other programs required for eligibility.
   If the patient is unable to provide proof of verification at the time of service, request that the patient notify the clinic as soon as documentation is received. No one is refused services because of lack of verifying documentation.

Applying the Sliding Fee Discount: The discount is applied at the time of service.

VI. Collecting a Nominal Fee: The sliding fee schedule charges are intended to mitigate financial access barriers to care.

   a. If a patient has insurance coverage, HCH will file a claim for third party reimbursement. Fees are waived for medical patients who fall at or below 100% of the FPG-Level. Any patient that falls 101% to 199% of the FPG-Levels will have a nominal charge at the time of service. See the Discount Sliding Fee Schedule for charges. Dental charges are based upon the different groupings of services (such as preventive and extensive dental) and shall not vary for each procedure. See the differing nominal visit fees on the Discount Sliding Fee Schedule.
   If the patient falls 200% or above the FPG-Level F, there is no discount, they must pay 100% of the standard fee schedule.

   1. If the patient is unable to pay at the time of service, a payment plan can be arranged and set-up by the Business Office. No one is refused services because of a lack of financial means to pay for services provide by all HCH sites.

   b. Process the patient’s full or partial payment received and note the amount in the patient’s record. Once the payment is posted to the patient’s account, provide the patient with a receipt. If the patient is unable to pay the nominal fee at the time of service, a payment plan can be arranged and set-up by the PBO Customer Service Representatives. No one is refused services because of a lack of financial means to pay for services provided by all HCH sites.

Waiving of Charges: In certain situations, patients may not be able to pay the nominal fee. Waiving charges must be approved by the HCH Program Director or Business Office Coordinator (see policy: CHS-003-013). Any waiving of charges must be documented in the patient’s record along with an explanation (example ability to pay, goodwill, health promotion event).

Refusal to Pay: If a patient verbally expresses an unwillingness to pay or vacates the premises without paying for services, the patient will be contacted in writing regarding their payment obligations. If the patient does not make effort to pay or fails to respond within 60 days, this constitutes refusal to pay. At this point, Broward Health will waive the fee and document the explanation as refusal to pay. Broward Health will not initiate Extraordinary Collections Actions for patients in the Healthcare for the Homeless Program.

VII. The Discount Sliding Fee Schedule Policy and Procedure is reviewed, and revised by Broward Health Finance and approved by the HCH Governing Board annually.

   A. APPROVAL: Once an application is approved for the HCH Discount Sliding Fee assistance, the approved application is valid for twelve (12) months from the date of service established by the HCH Program.
B. LEVELS OF AUTHORITY FOR APPROVALS:

1. All completed applications, including all required supporting documentation, which fall within the FPG will be approved by a Homeless representative once verified.

2. Any incomplete or questionable applications, where eligibility cannot be fully verified based on the documentation provided, must be reviewed by the HCH Program Director or designee for determination.

VIII. Related Policies

A. Tax Fund Processing in Patient Accounting
B. Indigent Care Program Policy
C. GA-018-125 Self Pay Billing & Collections
D. CHS-003 013 Healthcare for the Homeless Provisions of Waiving Fee(s) and Nominal Charges for Specific Patient Circumstance

IX. References

A. F.S. 409.911(1) (c) – Charity Definition
B. National Health Service Corps Site Agreement
D. The United States Census Bureau

Interpretation and Administration of this policy is the responsibility of the AVP of Operations.

Attachments:
Attachment FOR CHS-003-012 FPG
DIVISIONS 2019 Audit 06-07-2019 Draft
Homeless (2).xls

Approval Signatures

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<td>Beth Cherry: SVP, PHYSICIAN PRACTICES</td>
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<td>Sandra Coutain: MGR, FINANCE-AMBULATORY SVCS</td>
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# NORTH BROWARD HOSPITAL DISTRICT
COMMUNITY HEALTH SERVICES
HOMELESS PROGRAM
FINANCIAL ASSISTANCE GUIDELINES
EFFECTIVE FEBRUARY 1, 2019

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Patients registered under the Homeless Grant are not eligible for discounts above 200% of the FPG.

This health-care provider makes available health care services to all people in the community and does not discriminate against a patient because of race, color, creed, national origin, sex, religion, age. This health-care provider does not deny those services to a person who needs them but cannot pay for them. A financial assistance program is available to qualified applicants to defray the costs of medically necessary services for which no other funding sources exist.
Appendix D
TITLE: QUALITY ASSURANCE SPECIALIST - HEALTHCARE FOR THE HOMELESS PROGRAM

JOB SUMMARY: Oversees and ensures the implementation of the Quality Assurance/Quality Improvement program for the Healthcare for the Homeless Project. Monitors QI/QA outcomes, and updates QI/QA operating procedures in accordance with organizational and regulatory standards. Complies with and supports Quality Management policies, procedures, projects & activities to ensure the effective utilization of project resources and the ongoing success of HCH operations.

SUPERVISION: Reports to Nurse Manager or Project Director

JOB QUALIFICATIONS: Bachelor's in Nursing degree obtained through a formal 4-year program

Experience (or equivalent education): At least one year of related experience

WORKING CONDITIONS:
A. Physical demands required on a regular basis to perform the essential functions of this job: Light
B. Environmental demands under which this job is performed on a regular basis: Minimal/Moderate
C. Licensure: State of Florida Registered Nurse
D. Certification/Registration:
E. Special Training: BLS

DESIRABLE: Experience in quality improvement or quality management. Proficiency in MS Word, Excel, PowerPoint and Outlook. Excellent oral and written communication skills. Ability to facilitate groups and tasks. Excellent planning and organizational skills. Efficient, follows-through on commitments; attention to detail. Flexible and adaptable to competing priorities. Strong team player and able to remain calm under pressure.

TECHNICAL COMPETENCIES:

PATIENT CARE/PATIENT ACCESS

- Communicates recommendations regarding practice and/or systems changes based on established clinical guidelines.
- Audits records to assure patients are case managed and ensures compliance with policy and procedures.
- Audits records in accordance with departmental standards. Monitors plan of care implementation; modifies or coordinates needed change(s).
- Monitors and ensures patient access to the health care delivery network, including linkage to the appropriate professionals/services, and intervenes individually or by referring to appropriate resources as necessary.
- Plans for, ensures access to, monitors, and evaluates the effectiveness of care.
- Collaborates in the resolution of practice issues and intervenes as necessary when variances are identified for the individual patient.
- Assesses complex patient care needs/situations and recommends interventions, including alternate therapies as appropriate.
PATIENT SAFETY

- Identifies, analyzes and addresses patient safety and adverse events and implement follow-up actions, as necessary.
- Assesses patient satisfaction.
- Hears and resolves patients' complaints and grievances.
- Adheres to all recommended safety guidelines and procedures.
- Understand and assists with emergency procedures.
- Identifies and mitigates potentially unsafe conditions.

ASSESSMENT/ANALYSIS

- Critically evaluates the activities and practice patterns, utilizing resource management criteria/techniques and clinical expertise. Identifies gaps in achieving quality measures and communicates factual data to the team and leadership.
- Identifies and evaluates patterns of variance for finances and program outcomes on a monthly, quarterly and yearly basis.
- Assists in the implementation of recommended strategies to control resource utilization across the continuum of care.
- Ensures that areas of responsibility are operating and fully communicated in compliance, including documentation & records with organizational, HRSA and government standards & regulations.
- Ensures compliance and reports on a quarterly basis to Nurse Manager or Project Director; notifies Project Director immediately of noncompliant instances.
- Ensures critical patient data is communicated amongst the team and in compliance with regulations

QUALITY IMPROVEMENT

- Assist in the identification and recommendation of appropriate intervention in QI activities.
- Complete periodic QI/QA assessments on at least a quarterly basis.
- Produce and share reports on QI/QA to support decision-making and oversight by key management staff and by the governing board regarding the provision of health center services.
- Compile QI data and assist in analysis.
- Ensure adherence to current evidence-based clinical guidelines, standards of care, and standards of practice in the provision of health center services, as applicable;
- Facilitate or participate in improvement teams as assigned by the Project Director, or Medical Director or Director of Quality for Broward Health Ambulatory.
- Assists in the development of QI policies and procedures as directed.
- Provide clinical support to the HCH program as needed.
- Participates in and leads special projects and assignments as required.
- Educate HCH staff on aspects of quality improvement.
- Collects, coordinates and monitors QI activities that impact patients throughout all service sites within the scope of the HRSA HCH project.
- Active involvement in HEDIS abstractor training and improvement efforts.
**FACILITY SITE REVIEW** (For all service sites within the HRSA HCH Scope of practice):

- Performs resources and medical record review per organizational and regulatory requirements.
- Performs medical record reviews for all Quality Improvement activities and ensures that reviews are performed as per HRSA and organizational standards.
- Assists Nurse Manager and/or Project Director in analyzing and preparing data for committee review.
- Assists in recommendations for improvements.
- Communicates QI information to providers and offers technical assistance to correct deficiencies and monitors providers' progress toward meeting goals.
- Refers cases for appropriate peer review when established criteria are not met.
- Performs ongoing, focused monitoring activities to detect adverse health outcomes and other care related issues.
Appendix E
GA-001-001 Purchasing and Procurement of Federal Awards from HHS

I. PURPOSE:

To establish written procurement and audit procedures for use of Federal Awards from the U.S. Department of Health & Human Services ("HHS") that comply with Federal procurement standards, including a process for ensuring that all procurement costs directly attributable to the Federal Award are allowable, consistent with Federal Cost Principles.

II. DEFINITIONS:

1. "Broward Health Department" means any office, department, entity, or DBA of North Broward Hospital District that accepts Federal Awards from any Federal Agency including, but not limited to, Broward Health, Community Health Services, and Children's Diagnostic & Treatment Center.

2. "Contract" means a written agreement used for the purpose of obtaining goods and services needed to carry out a project or program under a Federal Award. It does not include a legal instrument when the substance of the transaction meets the definition of a Federal Award or Sub-award. Contract characteristics include:
   a. The provision of goods and services within normal business operations;
   b. The provision of similar goods or services to many different purchasers;
   c. Normally operating within a competitive environment;
   d. The provision of goods or services that are ancillary to the operation of the Federal Program; and
   e. Not being subject to compliance requirements of the Federal Program as a result of the relationship with Broward Health, although similar requirements may apply for other reasons, including as a result of contractual provisions.


4. "Federal Agency" means any executive department, Federal Government corporation, Federal Government controlled corporation, or other establishment within HHS that provides Federal Awards including, but not limited to, the Health Resources and Services Administration (HRSA), Centers for Disease Control and Prevention (CDC), Food and Drug Administration (FDA), National Institutes of Health.
(NIH), and Substance Abuse and Mental Health Services Administration (SAMHSA).

5. "Federal Award" means, depending on the context, either: (1) The Federal financial assistance or the cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal Agency or indirectly from a Pass-Through Entity, as described in 45 C.F.R. § 75.101; or (2) An instrument setting forth the terms and conditions which can be a grant agreement, cooperative agreement, other agreement for assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

6. "Federal Program" means (1) all Federal Awards that are assigned a single number in the Catalog of Federal Domestic Assistance (CFDA); (2) all Federal Awards to non-Federal entities from the same Federal Agency made for the same purpose; or (3) a cluster of programs as defined in 45 C.F.R. § 75.2.

7. "Pass-Through Entity" means a non-Federal entity that provides a Sub-award to a Sub-recipient to carry out part of a Federal Program.

8. "Sub-award" means an award provided by a Pass-Through Entity to a Sub-recipient for the Sub-recipient to carry out part of a Federal Award received by the Pass-Through Entity. A Sub-award does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal Program.

9. "Sub-recipient" means a non-Federal entity that receives a Sub-award from a Pass-Through Entity to carry out part of a Federal Program.

10. "Uniform Data System" or "UDS" means the standardized reporting system whereby entities receiving Federal Awards under the Health Center Program authorized under section 330 of the PHS Act are required to input certain information including patient demographics, services provided, clinical processes and health outcomes, patients’ use of services, costs, and revenues.

III. POLICY:

Broward Health Departments receive Federal Awards for various purposes as authorized under Federal law. This Policy is being established to clarify the procedures for the procurement of supplies and other expendable property, equipment, real property and other services using funds from Federal Awards to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of Federal Programs and applicable Federal law. This Policy further establishes the audit procedures required when Federal Award funds are used for procurement of services and/or supplies as well as for Sub-awards to Sub-recipients.

IV. PROCUREMENT PROCEDURE:

1. Before procuring any materials and services using Federal Award funds, the Broward Health Department shall determine, on a case-by-case basis, consistent with the characteristics outlined in 45 C.F.R. § 75.351, whether an individual agreement will be carried out through a Contract or Sub-award and the agreement shall be structured accordingly.

2. Before beginning the procurement process, the Broward Health Department shall request and receive approval from the relevant Federal Agency to contract for work and/or substantive programmatic work, as defined within the Compliance Manual, under its Federal Award by either an approved competing continuation/renewal of designation application or other competitive application; or by an approved post-award request for such arrangements submitted within the project period (for example, change in scope).

3. Any and all procurements of supplies or services paid in whole or part with a Federal Award shall conform with 45 C.F.R. Part 75. Such procurement transactions shall be conducted in a manner that provides full
and open competition consistent with the standards of 45 C.F.R. § 75.328.

4. All procurements of goods and services directly attributable to a Federal Award shall be allowable consistent with Federal Cost Principles.

5. Non-competitive proposals may only be used when:
   a. The item is available only from a single source;
   b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
   c. The non-competitive proposal is specifically authorized by the Federal Agency in response to a written request from Broward Health; or
   d. Competition is determined to be inadequate after soliciting a number of sources.

6. A cost or price analysis shall be performed in connection with every procurement action paid for in whole or in part by the Federal Award in excess of the Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 C.F.R. subpart 2.1 and in accordance with 41 U.S.C. § 1908.

7. All Sub-recipient agreements that provide Sub-awards that support the Federal-approved scope of project must include provisions that address the following:
   a. The specific portion of the approved scope of project to be performed by the Sub-recipient;
   b. The applicability of all Broward Health’s Federal Program requirements to the Sub-recipient;
   c. The applicability to the Sub-recipient of any distinct statutory, regulatory, and policy requirements of other Federal Programs associated with their Federal-approved scope of project;
   d. Mechanisms for Broward Health to monitor Sub-recipient compliance and performance;
   e. Requirements for the Sub-recipient to provide data to Broward Health necessary to meet Broward Health’s applicable Federal financial and programmatic reporting requirements;
   f. Provisions addressing record retention and access, audit, and property management; and
   g. Requirements that all costs paid for by the Federal Sub-award are allowable consistent with Federal Cost Principles.

8. All Contracts with other providers for the provision of health services within the Federal Agency-approved scope of project must include:
   a. The specific activities or services to be performed or goods to be provided;
   b. Mechanisms to monitor contractor performance;
   c. Requirements for the contractor to provide data necessary to meet Broward Health’s applicable Federal financial and programmatic reporting requirements;
   d. Provisions addressing record retention and access, audit, and property management; and
   e. A schedule of rates and method of payment for such services.

9. Records must be maintained for all procurements—whether competitive or noncompetitive—paid for in whole or in part under a Federal Award and such records must include the rationale for method of procurement, selection of contract type, contractor selection or rejection, and the basis for the Contract price.

10. Any contractual or administrative issues arising out of procurements, with respect to Contracts (protests, disputes, claims, etc.) or how to take enforcement actions in the case of Sub-awards (collectively,
"Disputes") shall be initially resolved through reasonable methods established by the Broward Health Department in conjunction with Broward Health’s Chief Administrative Officer. To the extent necessary, if such Disputes cannot appropriately be resolved or cured, the Broward Health Department, the contractor, or the Sub-recipient may appeal to Broward Health’s President/CEO to take appropriate action. The President/CEO, to the extent necessary, may work with Broward Health’s General Counsel’s Office and/or Compliance & Ethics Department to resolve the Disputes in a matter consistent with Federal guidelines.

V. MONITORING OF SUB-AWARDS AND CONTRACTS:

1. All contractors and Sub-recipients shall be overseen and monitored to ensure their performance is in accordance with the terms, conditions, and specifications of their agreements and Contracts and to assure compliance with applicable Federal requirements.

2. To accomplish the purposes of audit and oversight of contractors and Sub-recipients, Broward Health must have access to records and reports related to Federal Program activities in order to ensure that all activities and reporting requirements are being carried out in accordance with the provisions and timelines of their Contracts and agreements, including, but not limited to, making sure performance goals are achieved, UDS data is submitted by appropriate deadlines, and funds are used only for authorized purposes.

3. When monitoring contractors, the Broward Health Department shall:
   a. Conduct periodic evaluations of contractor performance that are shared with the board and management staff; and/or
   b. Receive and review appropriate documentation at the time of Contract completion or renewal that the contractor has met the terms, conditions, and specifications of the Contract.

4. Broward Health Departments shall utilize accepted methods of monitoring Sub-recipients to ensure compliance with their agreements and Federal guidelines governing receipt of the Sub-award. Such accepted methods may include any of the following, or a combination thereof:
   a. Receiving/reviewing copies of the Sub-recipient governing board’s meeting minutes;
   b. Performing site visits;
   c. Conducting regular check-in calls and updates regarding Federal Program requirements or new Federal Program policies;
   d. Receiving/reviewing the Sub-recipient's annual audit;
   e. Conducting periodic joint meetings between the two entities' boards, or between the Broward Health Department’s key management staff and the Sub-recipient’s board;
   f. Receiving/reviewing periodic written reports from the Sub-recipient; and/or
   g. Sharing data and creating systems for the sharing of financial and medical records for the purpose of Broward Health’s Federal Program data reporting.

5. When monitoring Sub-recipients, Broward Health shall:
   a. Make documented, case-by-case determinations whether the agreement for the disbursement of Federal Program funds casts the party receiving the funds in the role of a Sub-recipient, consistent with the characteristics outlined in 45 C.F.R. § 75.351;
   b. Identify Sub-awards as such to the Sub-recipient, and provide all applicable information to the Sub-
recipient as described in 45 CFR § 75.352(a)(1), including the total amount of the Federal Award committed to the Sub-recipient;

c. If any of the data elements contained in 45 C.F.R. § 75.352(a)(1) change, the change(s) shall be included in a subsequent Sub-award modification or amendment;

d. Ensure that such funds are only used for authorized purposes;

e. Ensure, by monitoring the ongoing activities of the Sub-recipient, that the Sub-award is used only for authorized purposes and that the Sub-recipient maintains compliance with all applicable requirements specified in the Federal Award, including, but not limited to, those found in section 330 of the PHS Act, implementing program regulations, and grants regulations in 45 C.F.R. Part 75;

f. Review financial and performance reports required by the Broward Health Department in order to ensure performance goals are achieved, UDS data is submitted by appropriate deadlines, and funds are used only for authorized purposes;

g. Ensure that the Sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Sub-award that may be identified through audits, on-site reviews, and other means;

h. Issue a management decision for audit findings pertaining to the Sub-award.

i. Consider whether the results of the Sub-recipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Broward Health Department’s own records and whether the Broward Health Department must consider taking enforcement action against noncompliant Sub-recipients as described in 45 C.F.R. § 75.371.

VI. DOCUMENT RETENTION:

Final Contracts, Sub-recipient agreements, and related procurement records, financial records, supporting documents, statistical records, and all other records pertinent to the Federal Program (collectively, “Records”) carried out under Contracts and agreements consistent with Federal document maintenance requirements, must be retained for procurements paid for in whole or part under a Federal Award. As such, each Broward Health Department shall maintain Records for procurement actions paid for in whole or in part under the Federal Award that includes the rationale for method of procurement, selection of Contract or agreement type, contractor selection or rejection, and the basis for the Contract price. This includes documentation related to noncompetitive procurements. Such Records shall retained either (a) for a period of three (3) years from the date of the submission of the final expenditures report to HHS or (b) for the minimum period required by the Florida Department of State Division of Library and Information Services General Records Schedules GS1-SL and GS4, whichever is longer.

VII. INTERPRETATION AND ADMINISTRATION OF POLICY:

This Policy shall be assessed and updated at least annually (and more frequently, if appropriate) and reviewed as necessary. Within thirty (30) days of the effective date of any revisions or additions to this Policy, a description of the revisions shall be communicated to all affected responsible persons at Broward Health and a copy of the revised Policy shall be made available. The Broward Health Department, Chief Procurement Officer, and the Chief Compliance and Privacy Officer will monitor Broward Health’s adherence to this Policy. Administration and Interpretation of this Policy is the responsibility of the Broward Health Department, Chief Procurement Officer, and Chief Compliance and
VIII. RELATED POLICIES:

Broward Health’s Procurement Code, GA-001-150
Contract Review, Approval, and Signature Authority, GA-001-020
Supplier Diversity, GA-001-045
Selection of Construction Contractors and Professional Design Services Providers as Related to
Construction, GA-001-086
Selection and Approval of Professional Consulting Services, GA-001-140
Broward Health’s Code of Conduct

IX. REGULATORY STANDARDS AND REFERENCES:

Section 330(k)(3)(l) and Section 330(q) of the PHS Act; 42 C.F.R. § 51c.113, 42 C.F.R. § 56.114, 42
C.F.R. § 51c.303(l), and 42 C.F.R. § 56.303(l); 45 C.F.R. Part 75, Subpart D; 45 C.F.R. Part 75,
Subpart E: Cost Principles; and Section 1961(aa)(4)(A)(ii) and Section 1905(f)(2)(B)(ii) of the Social
Security Act.

HRSA Health Center Program Compliance Manual, Chapter 12:

Simplified Acquisition Procedures:
https://www.acquisition.gov/content/part-13-simplified-acquisition-procedures.

Unallowable Costs:

Attachments: No Attachments

Approval Signatures

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Appendix F
FIRST AMENDMENT TO PATIENT PLACEMENT AGREEMENT

THIS FIRST AMENDMENT TO PATIENT PLACEMENT AGREEMENT ("Amendment") by and between the North Broward Hospital District d/b/a Broward Health, a special taxing district of the State of Florida ("Broward Health"), and 2065, Inc. d/b/a Fort Lauderdale Retirement Home ("Contractor") takes effect upon the date of the last signature of the parties to this Amendment ("Effective Date").

RECITALS

WHEREAS, Broward Health is a recipient of the Healthcare for the Homeless Grant (the "Grant") provided to Broward Health from the U.S. Department of Health and Human Services ("HHS"), Health Resources and Services Administration ("HRSA");

WHEREAS, the Grant requires Broward Health to provide health care services to a certain low-income population ("Patients") and permits Broward Health to use funding from the Grant to enter into contracts to accomplish these purposes;

WHEREAS, Contractor is in the business of providing respite/recuperative care services to low-income persons who need certain health care services;

WHEREAS, Contractor is capable of providing follow-up medical care or supervision at a lower level of care for Patients who no longer require an inpatient level of care but cannot be safely discharged due to lack of shelter ("Services");

WHEREAS, Broward Health and Contractor entered into a certain Patient Placement Agreement effective August 3, 2018 through August 2, 2020 ("Agreement") whereby Contractor provides Services to Patients covered under the Grant;

WHEREAS, the Agreement provides, among other things, the criteria for Patient transfers, Services to be provided, and terms concerning compliance with the Grant and state and federal laws and regulations; and

WHEREAS, the parties agree to amend the Agreement as set forth herein to better clarify Contractor’s responsibilities consistent with the Grant’s obligations pertaining to Contractors and the requirements for contracts between Grant recipients and Contractors.
THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

II. **DEFINITIONS:** For purposes of this Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

III. **AMENDMENTS:** The Agreement is hereby amended as follows:

A. **Section 7: Patient Discharge Policies**

The following changes shall be made to Section 7 of the Agreement.

1. **Section 7.b.: Unplanned Discharge Policy**

   The subsection entitled “Unplanned Discharge Policy” under Section 7 of the Agreement shall be re-numbered as Section 7.b.

2. **Section 7.c.: Post-Discharge Monitoring Activities**

   The following Section 7.c., Post-Discharge Monitoring Activities, shall be added to the Agreement to the end of Section 7 of the Agreement.

   c. Post-Discharge Monitoring Activities. Upon proper Patient discharge, Patients will be asked to complete a Respite Care Satisfaction Survey in similar form and substance to Exhibit C attached hereto and incorporated herein by reference. Such survey shall be used as a monitoring tool for Contractor’s compliance with the terms and conditions of the Agreement to provide a safe and habitable place for Patients admitted into Contractor’s facility.

B. **Section 36: Audit Purposes, Methods & Procedures**

The following Section 36, Audit Purposes, Methods & Procedures, is hereby added to the Agreement.

36. **Audit Purposes, Methods & Procedures.** Broward Health shall monitor Contractor’s performance under this Agreement to ensure Contractor is providing the Services consistent with the terms, conditions, and specifications of this Agreement, to monitor the ongoing clinical, quality, and financial activities of Contractor, to confirm that funds are only used for authorized purposes, and to assure Contractor’s compliance with all federal requirements, statutes, regulations, and the terms and conditions of federal awards (collectively, the “Terms and
Requirements”). Such monitoring shall include, but not be limited to: (1) reviewing financial and performance reports, invoices, medical records, and other records requested periodically by Broward Health that Broward Health deems necessary to ensure Contractor is complying with the Terms and Requirements and such reports and records may be shared with the Board of Commissioners of North Broward Hospital District and/or Broward Health’s administrative staff; (2) at the time of this Agreement’s completion or its renewal, reviewing documentation Broward Health deems necessary to ensure Contractor is complying with the Terms and Requirements; (3) performing periodic on-site visits at a mutually-convenient and reasonable time agreed to by the parties; (4) following-up to ensure Contractor takes timely and appropriate action on all deficiencies detected through any audits, on-site reviews, and other means pertaining to this Agreement; and (5) taking any necessary enforcement action for noncompliance pursuant to any other additional federal program or grant regulations.

C. **Section 37: Access to Records and Data for Audits, Reviews, and Reporting**

The following Section 37, Access to Records and Data for Audits, Reviews, and Reporting, is hereby added to the Agreement.

37. **Access to Records and Data for Audits, Reviews, and Reporting**. Contractor shall provide any and all documentation, data, records, and reports requested by Broward Health to enable Broward Health to meet its reporting requirements to HRSA and/or other federal agencies and to enable Broward Health to properly monitor and assure that Contractor is complying with all the Terms and Requirements.

D. **Exhibit C: Respite Care Satisfaction Survey**

Exhibit C, Respite Care Satisfaction Survey, attached hereto and incorporated herein by reference, shall be added to the Agreement.

IV. **COUNTERPARTS**: This Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

V. **HEADINGS**: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Amendment or the Agreement.
VI. **NO OTHER CHANGES:** Except as modified by this Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Amendment directly conflict with any provision contained in the Agreement, then this Amendment shall control.

**IN WITNESS WHEREOF,** we the undersigned, duly authorized representatives have executed and delivered this Amendment without reservation and having read the terms contained herein to be effective as of the Effective Date.

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**

By: [Signature]

Alex Fernandez, SVP
Chief Financial Officer

Date: 6/18/14

**2065, INC. D/B/A FORT LAUDERDALE RETIREMENT HOME**

By: [Signature]

Name: 
Title: Administrator

Date: 06/17/2019

APPROVED as to Legal Form:

By: [Signature]

General Counsel’s Office, Broward Health

Date: 6/17/19
EXHIBIT C

RESPITE CARE SATISFACTION SURVEY

Broward Health Healthcare for the Homeless Program

Primary Site Location: Bernard P. Alicki Health Center, 1101 W. Broward Blvd., Fort Lauderdale, FL 33312
Phone: 954-527-6041

Dear ____________________,

Thank you for participating in our Medical Respite Care Program. Medical respite programs provide patients with space to rest and perform activities of daily living while receiving care for acute illnesses and injuries. As such, the physical space of medical respite program should be habitable and promote physical functioning, adequate hygiene, and personal safety. To that end, we ask you to participate in this survey to tell us about your experience at the Ft. Lauderdale Retirement Home by circling the best answer to each question below:

1. Was a bed available to you for 24 hours a day while admitted to the program?
   a. Yes
   b. No

2. Were onsite showering and laundering facilities available to help you maintain proper hygiene?
   a. Yes
   b. No

3. Were clean linens were provided to you upon your admission?
   a. Yes
   b. No

4. Is the medical respite facility accessible to individuals with mobility impairments and other physical disabilities?
   a. Yes
   b. No

5. Did the medical respite facility store your medications and dispense them to you in a proper manner while you were admitted in the program?
   a. Yes
   b. No
6. Did the medical respite facility provide you with access to secured storage for your personal belongings?
   a. Yes
   b. No

7. Did your facility orientation include proof that a Certified Food Manager monitors the food handling at the facility?
   a. Yes
   b. No

8. Was a monthly menu prepared by a Registered Dietitian and posted at the facility?
   a. Yes
   b. No

9. Were you provided with at least three (3) meals per day while residing at the facility?
   a. Yes
   b. No

10. Does the facility maintain a 24-hour on-site staff presence?
    a. Yes
    b. No

11. Did your orientation to the facility include a written code of resident conduct or behavioral agreement that program policies including potential causes for early discharge?
    a. Yes
    b. No

12. Did the facility provide you with access to a telephone to enable you to coordinate your medical follow-up and to communicate with your HCH Respite Care Coordinator?
    a. Yes
    b. No

13. Did the facility inform you how to report concerns and/or grievances to the facility?
    a. Yes
    b. No

Thank you very much for completing our survey. You may place it in a sealed envelope and give it directly to a staff member of Fort Lauderdale Retirement Home, our Respite Care Coordinator, or to any other member of the Healthcare for the Homeless Team at Bernard P. Alicki Health Center, 1101 W. Broward Blvd., Fort Lauderdale, FL 33312, or you may fax this to 954-525-6052.
FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN NORTH BROWARD HOSPITAL DISTRICT AND SOUTH BROWARD HOSPITAL DISTRICT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment"), by and between the North Broward Hospital District d/b/a Broward Health, a special taxing district of the State of Florida ("Broward Health"), and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida ("MHS"), takes effect upon the date of the last signature of the parties to this Amendment ("Effective Date").

RECITALS

WHEREAS, Broward Health and MHS entered into a certain Agreement ("Agreement") effective February 1, 2019 through January 31, 2021;

WHEREAS, MHS, pursuant to 45 C.F.R. § 75.351, is considered a subrecipient of the Healthcare for the Homeless Grant (the "Grant") provided to Broward Health from the U.S. Department of Health and Human Services ("HHS"), Health Resources and Services Administration ("HRSA");

WHEREAS, the Agreement laid out the requirements of MHS as a subrecipient of the Grant; and

WHEREAS, the parties agree to amend the Agreement, as set forth herein, to better clarify MHS's responsibilities as a subrecipient consistent with the Grant's requirements pertaining to subawards and contracts between subrecipients and pass-through grantees;

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. RECITALS: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

II. DEFINITIONS: For purposes of this Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

III. AMENDMENTS: The Agreement is hereby amended as follows:

A. Section 2.4: Allowable Costs

The following Section 2.4, Allowable Costs, is hereby added to the end of Article II of the Agreement.
2.4 **Allowable Costs.** Any and all costs paid for by Broward Health to MHS under this Agreement shall include only allowable costs consistent with the Federal Cost Principles as provided within 45 C.F.R. 75 Subpart E: Cost Principles.

B. **Section 4.6: Audit Purposes, Methods & Procedures**

The following Section 4.6, Audit Purposes, Methods & Procedures, is hereby added to the end of Article IV of the Agreement.

4.6 **Audit Purposes, Methods & Procedures.** Broward Health shall monitor MHS’s performance under this Agreement as required under 45 C.F.R. § 75.352, which includes, but is not limited to: (1) reviewing financial and performance reports requested periodically by Broward Health to ensure performance goals are achieved, UDS data is submitted by appropriate deadlines, and all funds are used only for authorized purposes; (2) following-up and ensuring that MHS takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means pertaining to the subaward provided to MHS from Broward Health; (3) issuing a management decision for audit findings pertaining to the subaward provided to MHS from Broward Health as required by 45 C.F.R. § 75.521; (4) verifying that MHS is audited as required by 45 C.F.R. 75 Subpart F when it is expected that MHS’s awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 45 C.F.R. § 75.501; (5) considering whether the results of MHS’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to Broward Health’s records; and (6) taking any necessary enforcement action for noncompliance as described in 45 C.F.R. § 75.371 and any other additional program or grant regulations.

In addition to the monthly records and reports required to be submitted by MHS to Broward Health, Broward Health’s Internal Audit Department shall conduct annual operational on-site visits at MHS, or at any other reasonable time, to monitor the ongoing clinical, quality, and financial activities of MHS and to ensure that the subaward provided to MHS under this Agreement is used only for authorized purposes and that MHS maintains compliance with all applicable requirements under the grant award, including, but not limited to, those found in § 330 of the Public Health Service Act, any applicable implementing program regulations, any applicable regulations for receiving any Benefits, compliance with 45 C.F.R. 75 Subpart E: Cost Principles, any applicable performance goals are met, and any other applicable federal laws, regulations, terms, and/or policies imposed for receiving any awards from HHS as provided under 45 C.F.R. Part 75. All on-site visits shall, to the extent practically and legally possible, shall be conducted at a time that is mutually agreeable by the parties.
C. Section 10.21: Subrecipient Requirements

The following Section 10.21, Subrecipient Requirements, is hereby added to the end of Article X of the Agreement.

10.21 Subrecipient Requirements. Any and all requirements imposed on Broward Health by HRSA for receiving any federal award or grant funding shall equally apply to MHS, and such funding shall, at all times, be used in accordance with any and all applicable federal statutes, regulations, the Health Center Program Compliance Manual (August 20, 2018), as amended, available at https://bphc.hrsa.gov/programrequirements/compliance MANUAL/index.html, and the terms and conditions of the Funding Agreement between Broward Health and HRSA which are incorporated by reference as if fully set forth herein.

D. Section 10.22: Compliance with Laws & Regulations

The following Section 10.22, Compliance with Laws & Regulations, is hereby added to the end of Article X of the Agreement.

10.22 Compliance with Laws & Regulations. MHS, as a subrecipient of this funding, may be eligible to receive certain benefits including, but not limited to, Federally Qualified Health Center (FQHC) payment rates under Medicare and Medicaid pursuant to § 1905(l)(2)(B), et seq, of the Social Security Act, to participate in the 340B Drug Pricing Program as provided within § 340B of the Public Health Service Act, and to receive the benefits of Federal Tort Claims Act liability provided under the Federally Supported Health Centers Assistance Act of 1992 and 1995, 42 U.S.C. § 233 (g) – (n) (collectively, “Benefits”). Although such Benefits are not automatically conferred and may require additional actions and approvals, MHS, if it receives these Benefits because of its status as a subrecipient under this Agreement, shall abide by any and all relevant statutory, regulatory, and policy requirements imposed under these Benefits as well as any other federal programs associated with MHS’s status as a subrecipient under this Agreement.

E. EXHIBIT A

The following Section 10 shall be added to the end of Exhibit A of the Agreement.

10. MHS shall use its own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations; provided that for procurement actions paid for in whole or in part under this Agreement, the procurements shall conform with 45 C.F.R. Part 75 Subpart E: Cost Principles. At a minimum, MHS shall ensure that all procurements directly attributable to the federal award will be conducted in a manner providing full and open competition and will only include costs allowable, consistent with Federal Cost Principles as provided within 45 CFR Part 75 Subpart E: Cost Principles. MHS
understands and agrees that procurements by non-competitive proposals are allowable only when: (1) the item is available only from a single source; (2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) the non-competitive proposal is specifically authorized by HRSA or Broward Health in response to a written request from MHS; or (4) competition is determined to be inadequate after soliciting a number of sources. MHS shall perform a cost or price analysis in connection with every procurement action paid for in whole or in part for services rendered under this Agreement in excess of the Simplified Acquisition Threshold, as periodically adjusted for inflation, pursuant to the Federal Acquisition Regulation, 48 C.F.R. Subpart 2.1 and in accordance with 41 U.S.C. § 1908.

IV. COUNTERPARTS: This Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Signature Act. The affixing of the parties of their actual signature to this agreement and the delivery then by facsimile or scanned .PDF copy attached to an email, shall constitute sufficient delivery, communication, and record of the formation of this transaction, and shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

V. HEADINGS: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Amendment or the Agreement.

VI. NO OTHER CHANGES: Except as modified by this Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Amendment directly conflict with any provision contained in the Agreement, then this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this Amendment without reservation and having read the terms contained herein to be effective as of the Effective Date.

NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH

By: [Signature]
Gino Santoro, President/CEO

Date: 6/14/19

APPROVED as to Legal Form:

[Signature]
General Counsel's Office, Broward Health

Date: 6/14/19

SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM

By: [Signature]

Name: Aurelio M. Fernandez, III
Title: President and CEO

Date: 6/17/19
Appendix H
GA-002-002 Accounting And Monitoring Of Grant Awards

I. Purpose
Departments/business units throughout Broward Health facilities from time to time apply for and receive grants. These funds may enhance and maintain existing programs and services to enable Broward Health to provide additional benefits to the patients it serves; or initiate or continue projects that fulfill Broward Health’s mission. Acceptance of specific grants and contributions (operating and capital) necessitates stringent compliance and accounting requirements.

II. Definitions
i.e. - 2 CFR Part 200 (a.k.a. Uniform Grant Guidance) – Title 2 of Code of Federal Regulations, Part 200

III. Policy
The administration of the grants shall include proper tracking, accounting, compliance, and reporting of grant revenues and expenses in accordance with GAAP, GASB, and 2 CFR Part 200 (superseded OMB Circulars A-133, A-102, A-110, A-87, A-122) and any other regulations that may have jurisdiction over the award. Appropriate accounting treatment will be in compliance with all federal and state guidelines.

IV. Procedure
1. The Director of Accounting Services/Grant Fund Accounting in collaboration with the Program director of the grant supported program will assist with proposed budgets prior to submission to the grantor agency. Prior written approvals must be obtained for budget modifications and in compliance with requirements applicable to each grant.

2. Once a year, the Grant Fund Accounting department will compile and submit an indirect cost rate proposal to the federal oversight agency. The indirect cost rate proposal will be compiled according to 2 CFR Part 200 for Broward Health and certified by the VP of Financial Operations of Broward Health.

3. The Director of Accounting Services or the Assistant Controller will review and sign all grant invoices prior to submission. All invoices will be delivered to the local agencies before or on the due date. All other invoices will be mailed in a certified form to comply with receipt by the due date requirements.

4. Instead of invoicing for direct federal grants, drawdowns are done once a quarter for incurred expenses after related support is reviewed and approved by the Director of Accounting Services or the Assistant Controller. Draw down of funds for direct federal grants is to be done through the Payment Management System once a quarter, following the end of each quarter, the latest by the 30th calendar day following each quarter end to meet other quarterly Payment Management System...
reporting requirements. Draw down for funds is strictly to be done for allowable expenses that were incurred and are reimbursable under each direct federal grant and in compliance with 45 CFR Part 75, Subpart E. If the case ever arises for the need to make corrections to funds previously drawn down, either additional draw down is done or excess funds are returned immediately. and related reporting followed up on. No federal funds are to be ever drawn down as advancement for future expenses to be incurred. However, if under extreme circumstances the need arises to do advance draw down of federal funds, those funds are to be paid out for allowable incurred expenses within 72 hours.

5. Grant Fund Accounting will use the accrual basis of accounting to determine when grants, entitlements, and shared revenues should be recorded. If the resources were provided to finance only capital expenditures, the revenue accrual is recorded for capital expenditures incurred to Revenue Capital account. Any funds received prior to incurring expenses or providing services are recorded as unearned revenue.

6. All adjustments received from department/business unit directors/managers to correct expense allocations will be recorded monthly, provided that adequate supporting documentation is included. Any YTD adjustments submitted more than 30 days after the end of the month to which it applies will be scrutinized and related adjustments made only if justifiable and still applicable to a program year, infrequent for its nature (not recurring) and/or resulted in over invoicing/excess drawdown.

7. Grant Fund Accounting will reconcile the labor distributions with the PAR (personal activity reports) after the end of the pay period and charge the various programs based on the approved PAR. A PAR is a time sheet maintained by the employee, which contemporaneously accounts for 100% of their time (see Exhibit 1). All Broward Health employees who are working in more than one Federal or State program during a pay period will record their actual hours spent on the programs, including a brief task description. A PAR can also be submitted electronically via e-mail with a follow up e-mail approving and certifying the PAR of the employee by their supervisor. Employees, who consistently benefit only one Federal or State program, are only required to complete a semi-annual certification statement (see Exhibit 2). In instances where neither PAR nor semi-annual certification is appropriate, an alternative method (i.e. units of services with assigned time, 30 minutes for non-RWA/per visit/encounter vs 45 minutes for RWA/per visit/encounter) may be used for allocation of payroll expenses.

8. A calendar of key filing dates for grants awarded will be maintained by the Supervisor of the Grant Fund department to ensure timely compliance with filing requirements. Related submission documentation will be saved/obtained for audit firm’s review.

9. The department maintains a grant listing that is updated as soon as either new contracts or renewals of existing contracts are received. The grant listing is maintained by the supervisor/designee.

10. The Grant Fund Accounting department will assist with the completion of the Single Audit and all other audits conducted by grantor agencies. The monitoring report from the grantor agency will be reviewed for areas of concern where internal audits and monitoring projects can be conducted.

11. The Grant Fund Accounting will inform Internal Audit department of grants that have sub-recipient monitoring requirements at the time a grant is renewed or a new grant is received.

Department/Business Unit Director/Manager

The respective department/business unit director/manager who are responsible for their areas’ awards shall:

1. Submit the line item budget (by sub-account) to Grant Fund Accounting once finalized and approved by
grantor agencies along with the signed agreement. Revised budgets are also to be submitted to Grant Fund Accounting after obtaining prior written approval for grantor agencies for the budget modifications.

2. Submit bi-weekly PAR’s for all employees who worked on multiple activities or cost objectives. The employee and supervisory official will sign the PAR and forward the documentation to the Director of Accounting Services/designee the Monday after the end of the pay period. It is also permissible to submit the PAR via e-mail followed by another e-mail from the employee’s supervisor attesting and certifying the electronic PAR. Where employees are expected to work solely on a single Federal or State award, charges for their salaries and wages will be supported by a semi-annual certification. These certifications will be prepared and submitted to the Director of Accounting/designee at least semi-annually and will be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee. Individuals who terminate their employment will be required to submit their final certifications for all unaccounted periods. If the employee terminates without submitting either the final PAR or semi-annual certification, the immediate supervisor may certify the time worked on grant programs.

3. Submit progress reports, or other filings submitted by the program director/manager, in a timely fashion to comply with the grant agreements and submit a copy of the report to Grant Fund Accounting.

4. Immediately notify Grant Fund Accounting of all pending audits by a grantor agency.

5. At least annually the Internal Audit department will perform the sub-recipient monitoring for grants that have such requirement. An audit report stating the findings will be submitted to certain individuals throughout the District and at the sub-recipient organization.

Grant files shall be maintained for five (5) fiscal years after completion of the grants, provided all applicable audits have been released, unless otherwise stipulated in the grant agreements.

I. Related Policies
N/A

II. Regulation/Standards
Titles 2, 42, 45 of Code of Federal Regulations, various Parts and Subparts

III. References
N/A

Interpretation and Administration

Attachments:

Accounting and Monitoring of Grant Awards-
Exhibits 1 2.docx

Approval Signatures

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<td>06/2019</td>
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<tr>
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<td>Modesto Gato: AVP, FINANCIAL OPERATIONS</td>
<td>06/2019</td>
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<tr>
<td></td>
<td>Zsolt Czira: ASSISTANT CONTROLLER</td>
<td>06/2019</td>
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**Exhibit 1**

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**Hours Worked (in Quarter Hour Increments)**

**Pay Period Ending**

**Name**

**Program**

**Cost Center**

**Total**

**Personal Activity Report**

---

**Supervisor Signature:**

**Date:**

**Employee Signature:**

**Date:**

I certify that I have direct knowledge of the above listed employees job performance for the time specified above. To the best of my knowledge and belief the information above is correct in all material respects.

I certify that I have direct knowledge of the above listed employees job performance for the time specified above. To the best of my knowledge and belief the information above is correct in all material respects.

BY OLY: CRIMINAL OR ADMINISTRATIVE ACTION.

I hereby certify that the information which I have prepared and to which I have affixed my signature hereon is a true and correct statement to the best of my knowledge and belief.
Exhibit 2

SEMI-ANNUAL CERTIFICATION STATEMENT
(For staff that work for grant programs with 100% effort going to a single program)

When an employee is expected to work solely on a single Federal award or cost objective, charges for their salaries and wages must be supported by at least a semi-annual certification for time charged to the program.

By my signature affixed below I am certifying that except for dimenimus time I have worked solely for the ______________ program for the period from: ______________ to: ______________. I understand that based on my certification my time is being charged to a state or federal grant accordingly. Further, I understand that fraudulent charges to a grant based on my certification are a serious breach of District Policies and punitive actions are eminently.

Employee signature: ______________________________ Date: __________________

Supervisor:

I certify that I have direct knowledge of the above listed employee’s job performance for the time specified. To the best of my knowledge and belief the data listed above is correct in all material respects.

Supervisor signature: ______________________________ Date: __________________
Appendix I
CHS-003-013 Healthcare for the Homeless Provisions for Waiving Fee(s) and Nominal Charges for Specific Patient Circumstances

Purpose: To establish policies and supporting operating procedures that identify circumstances with specified criteria for waiving charges. Healthcare for the Homeless (HCH) provides comprehensive medical and dental services to homeless individuals and families, as well as those who are poverty stricken, uninsured, and under-insured. HCH offers discounts on the clinic’s fee schedule for self-pay patients who fall 200% below the Federal Poverty Guideline (FPG) based on the patient/families’ income.

Policy: The North Broward Hospital District, d.b.a. Broward Health, HCH program, has a system in place to determine eligibility for patient discounts adjusted on the basis of the patient's ability to pay. A discounted/sliding fee schedule is used to ensure that no one who is unable to pay will be denied access to services. In certain situations, patients may not be able to pay the nominal fee. This policy establishes specified criteria for waiving charges and identifies staff with the authority to approve the waiving of charges.

Procedure: The provision for waiving charges must be consistently made available to qualified patients who:

A. explicitly verbalize their inability to pay AND
B. meet one or more of the following conditions:
   i. is unemployed and unsheltered
   ii. is unemployed and lives in a homeless shelter or public housing
   iii. is unemployed and receives services at an established day program for the homeless
   iv. is unemployed and receives meals at an established feeding site for the homeless
   v. is employed but earns minimum wages and is either unsheltered or resides in a homeless shelter
   vi. is recently discharged from a hospital
   vii. recently discharged from jail or prison
   viii. presents in response to being called in to discuss test results with provider
   ix. is triaged by a nurse and the determination is made that patient must be seen by a healthcare provider on that same day (same day appointment or walk-in)
   x. verbally expressed an unwillingness to pay and has not met their payment obligations within 60 days

Approval: Waiving charges must be approved by HCH Program Director or Business Office Coordinator or
their designee. Any waiving of charges must be documented in the patient's record along with an explanation.

**Attachments:**

No Attachments

**Approval Signatures**

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<th>Step Description</th>
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<th>Date</th>
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<tr>
<td></td>
<td>Andrew Ta: EVP, CHIEF MEDICAL OFFICER</td>
<td>06/2019</td>
</tr>
<tr>
<td></td>
<td>Beth Cherry: SVP, PHYSICIAN PRACTICES</td>
<td>06/2019</td>
</tr>
<tr>
<td></td>
<td>Sandra Coutain: MGR, FINANCE-AMBULATORY SVCS</td>
<td>06/2019</td>
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I. Purpose

The Corporate Compliance Department and Human Resource Administration each have their respective responsibilities and authorities when it comes to compliance matters. For example, both Human Resources Administration and Corporate Compliance Department are involved in the screening of Workforce Members, training and compliance education, and employee communication of problems and issues. In addition, Workforce Members may report HR and compliance concerns to either the Corporate Compliance Department or Human Resources Administration. Human Resources Administration and the Corporate Compliance Department work in conjunction with each other. The Corporate Compliance Department is dependent on humans and processes; appropriate and consistent governance is imperative to Broward Health as a compliance-driven organization.

The purpose of this policy is to establish written guidelines promoting open communication and coordination between the Corporate Compliance Department and Human Resources Administration whenever an issue is raised to one department that may be the responsibility of the other department. This policy applies to any and all matters that may involve both the Corporate Compliance Department and Human Resources Administration.

II. Key Terms

**SVP/Chief Compliance Officer (CCO):** The individual responsible for overseeing, implementing, and monitoring the compliance requirements of the Broward Health Compliance Program. In addition, this individual also holds the title of Chief Privacy Officer.

**SVP/Chief Human Resource Officer:** The individual responsible for overseeing, implementing and monitoring the compliance requirements of the Broward Health Human Resources policies as well as federal and state regulatory compliance of all matters related to the terms and conditions of employment at Broward Health.

**Confidentiality:** Refers to those who contact a hotline and request that information provided through the Compliance or Workforce Diversity, Inclusion and Advocacy hotline be kept confidential. Such information must be kept confidential and be divulged only to those who have a need to know, such as those...
performing an investigation into the concerns disclosed by the caller. Investigators should work to protect the source of their information, including a caller’s name and contact information if these details are provided by the caller.

**Covered Persons**: Includes (a) all owners, officers, directors, commissioners, and employees of Broward Health; (b) all contractors, subcontractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of Broward Health excluding vendors whose sole connection is selling or otherwise providing medical supplies or equipment and who do not bill the Federal health care programs for such medical supplies or equipment; and (c) all physicians and other non-physician practitioners who are members of Broward Health's active medical staff.

**Hotline**: A confidential communication channel for use by all Workforce Members, patients, and patient families to report suspected or potential violations of law, regulations, standards, Code of Conduct, policies, or other wrongdoing, via a phone line answered by live operators or web-based reporting.

**List of Excluded Individuals/Entities (LEIE)**: The OIG established a program to exclude individuals and entities that have been found to have violated federal law and/or regulations. The effect of OIG exclusion from Federal health care programs is that no Federal health care program payment may be made for any items or services (1) furnished by an excluded individual or entity, or (2) directed or prescribed by an excluded physician.

**Retaliation**: Defined under this policy to mean any adverse action taken against any Workforce Member because he or she reported or complained about a potential violation of the Code of Conduct, policies, laws, regulations, or professional standards. Any negative action that would deter a reasonable employee in the same situation from making a complaint or occurs within temporal proximity to the filing of the complaint may qualify as retaliation. Such action will be evaluated on a case by case basis. Any Workforce member found to be engaging in retaliation will be subject to disciplinary action up to and including termination of employment or related contract in accordance with Broward Health's policies and procedures.

**Workforce Member**: 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 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.

### III. Policy

1. The Corporate Compliance Department and Human Resource Administration shall maintain consistent open communications and establish reciprocal reporting obligations to ensure that the appropriate department is apprised of issues that are of primary concern to the other.

2. The Corporate Compliance Department and Human Resource Administration shall coordinate to ensure that all employees are screened against the OIG’s LEIE and that all Covered Persons are screened and tracked in compliance with Broward Health policy Background Screening and Ineligible Persons Policy, Policy No. GA-004-290

3. The Corporate Compliance Department and Human Resource Administration will coordinate
investigations and resolve allegations and complaints that fall within their respective areas of responsibility. Coordination will be done on a consistent basis to avoid unnecessary duplication of efforts and to ensure that the matter is investigated and addressed appropriately. A third party may be retained by the Corporate Compliance Department and/or Human Resource Administration in order to conduct investigations for matters that may be perceived as a conflict for either or both departments. Approval Involvement from the General Counsel will be obtained in accordance with Broward Health policies and procedures prior to retaining and assigning the investigation to a third-party. The third-party must be appropriately experienced and/or professionally licensed if required by state statutory requirements and must provide evidence of professional liability insurance (i.e., errors and omissions coverage) prior to conducting any company-initiated investigation.

IV. Procedures

1. Any Workforce Member that raises an issue in good faith, whether by direct contact or through the Compliance or Workforce Diversity, Inclusion & Advocacy Hotline, will be protected from retribution or retaliation in compliance with Broward Health’s policies and procedures. Legitimate personnel action against a Workforce Member, proven as unrelated to the complaint/hotline report may not be covered by this policy.

2. If an issue is raised to Human Resources Administration or Workforce Diversity, Inclusion and Advocacy that includes, or may include, any of the following subject areas, a report of such issue should be forward to the Corporate Compliance Department within one (1) business day of receipt:
   a. Billing/Coding
   b. Physician/Referral Source relationship issues
   c. Conflicts of interest
   d. Medical records documentation
   e. Contracts/Agreements
   f. Arrangements with referral sources
   g. Abuse of patients
   h. Cost reports
   i. Patient confidentiality
   j. Embezzlement/Theft
   k. Paying for referrals
   l. False expense, reports, vouchers, etc.
   m. Quality of Care
   n. Fraud/False Claims
   o. Retaliation or retribution as a result of a compliance complaint
   p. HIPAA privacy/security problems

3. If an issue is provided to the Corporate Compliance Department that impacts the terms and conditions of employment, employee/employer relations, employee engagement, workplace safety, or any violation of Federal and State Laws governing the employment relationship, a report of such issue should be forwarded to the Workforce Diversity, Inclusion & Advocacy Department within one
(1) business day of receipt. Examples may include but are not limited to:

a. Allegations of harassment/discrimination
b. Wrongful discharge
c. Uncivil behavior
d. Unfair employment practices
e. Violent, disruptive, or threatening behavior
f. Violations of Broward Health Human Resource Policy and procedures
g. Discrimination/EEOC issues
h. Retribution/retribution
i. Theft of time
j. Americans with Disabilities Act (“ADA”)
k. Family and Medical Leave Act (“FMLA”)

4. The Corporate Compliance Department and Human Resources Administration shall communicate and coordinate the investigation and resolution of any matters that fall under the purview/scope of both departments.

5. The Corporate Compliance Department and Human Resource Administration will participate in a meeting, at a minimum quarterly and as frequent as required, at least once a month, to discuss cases, coordinate efforts and resolve issues.

6. The Corporate Compliance Department, under the direction of the CCO, will have primary responsibility for ensuring this policy is followed.

V. Related Policies and Compliance Documents

- Broward Health Code of Conduct
- Broward Health Employee Handbook
- HR 001-020-EEO/Anti-Harassment Discrimination Policy
- Background Screening and Ineligible Persons, Policy No. GA-004-290
- Non-Retaliation or Retribution, Policy No. GA-004-305

VI. References


I. Purpose

Broward Health is committed to complying with all applicable laws and regulations including those designed to prevent and deter fraud, waste, and abuse. Broward Health fosters an environment that discourages improper conduct and facilitates open communication of any compliance concerns and/or questions. Broward Health has adopted a policy that all Workforce Members have an affirmative duty to report all workplace problems and concerns, as well as potential violations of federal, state, and local laws and regulations and the Broward Health Code of Conduct and policies and procedures.

The Corporate Compliance Department provides many avenues to report suspected improper conduct. In most cases, any concerns should be brought to the attention of a supervisor. However, if this does not result in appropriate action, or if a Workforce Member is uncomfortable discussing these issues with their supervisor, he/she should take their concerns to another member of management, or one of the reporting methods available through the Broward Health Corporate Compliance Department (i.e. Compliance Hotline).

The purpose of this policy is to establish the requirement that certain conduct or suspected compliance issues be reported to the Corporate Compliance Department as set forth in this Policy. This policy intends to promulgate mechanisms, including a method for anonymous reporting, so that Workforce Members may disclose or report any known or suspected compliance issues or other activity that may be inconsistent with any provisions of the Broward Health Code of Conduct, Corporate Compliance Program, Broward Health policies, or that a Workforce Member reasonably believes may otherwise violate any applicable federal or state law or regulation.

II. Key Terms

**SVP/Chief Compliance Officer (CCO):** The individual responsible for overseeing, implementing, and monitoring the compliance requirements of the Broward Health Compliance Program. In addition, this individual also holds the title of Chief Privacy Officer.

**Confidentiality:** Refers to those who contact a hotline and request that information provided through the Compliance or Workforce Diversity, Inclusion and Advocacy hotline be kept confidential. Such information must be kept confidential and be divulged only to those who have a need to know, such as those performing an investigation into the concerns disclosed by the caller. Investigators should work to protect
the source of their information, including a caller’s name and contact information if these details are provided by the caller.

**Hotline:** A confidential communication channel for use by all Workforce Members, patients, and patient families to report suspected or potential violations of law, regulations, standards, Code of Conduct, policies, or other wrongdoing, via a phone line answered by live operators or web-based reporting.

**Workforce Member:** 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 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.

**Wrongdoing:** Conduct that does not comply with federal, state, and/or local laws, Broward Health Code of Conduct (Code), or policies and procedures.

### III. Policy

1. All Workforce Members have an affirmative duty to report problems, concerns, and misconduct in the workplace, including actual or potential violations of law, regulation(s), Broward Health Code of Conduct, policies, wrongdoing, and/or ethical standards. When in doubt, the better course of action is to report all good-faith concerns.

2. All levels of management will maintain an “open-door policy” to encourage Workforce Members to report problems and concerns.

3. Failure to report or concealing knowledge of a potential violation may result in administrative actions being taken, up to and including termination.

4. A hotline has been established to permit any Workforce Member or member of the public to call, anonymously and in confidence, to report problems and concerns, or to seek clarification of compliance-related issues. However, complaints and concerns may be reported by any mechanism with which the employee is comfortable (i.e. web-based reporting).

5. All complaints and allegations will be addressed promptly and all information about the complaint or allegation will be kept confidential.

6. Retaliation or reprisal against anyone for making a good faith report is strictly prohibited by law and is a violation of both the Broward Health Code of Conduct and Broward Health policies and procedures.

7. Supervisors receiving a complaint from any Workforce Member that raises a potential compliance issue shall report the complaint to the Corporate Compliance Department. Complaints that do not raise a potential compliance issue should be referred to the appropriate department (e.g., Risk Management, Human Resources, or Internal Audit).

### IV. Procedures

1. If at any time, a Workforce Member becomes aware of or suspects illegal or unethical conduct or a violation of Broward Health policies by another Workforce Member, the Workforce Member must
report it immediately to an appropriate individual. Such individuals may include the Workforce Member’s immediate supervisor, management, Human Resources, Risk Management, the SVP/Chief Compliance Officer (CCO), or the Corporate Compliance Department.

2. Regardless of how a report is made, as a best practice in the detection and prevention of misconduct, the report must contain specific information regarding the suspected misconduct, including the following:
   a. When and how the conduct occurred or is occurring;
   b. Persons involved in the conduct; and
   c. Specific nature of the conduct.

3. Any Workforce Member or member of the public may also make a report by using the toll-free Compliance Hotline (1-888-511-1370). Reports using this method may be made anonymously, if the reporter chooses.

4. Self-reporting is encouraged. A Workforce Member whose report of misconduct contains admissions of personal wrongdoing is not guaranteed protection from disciplinary action simply because they made the report. In determining what, if any, disciplinary actions may be taken against a reporting employee the Corporate Compliance Department and Human Resources Department will take into account a Workforce Member’s own admission of wrongdoing, provided, that the Workforce Member’s involvement was not previously known to Broward Health or its discovery was not imminent, and that the admission was complete and truthful. The weight to be given to self-reporting will depend on all facts known at the time Broward Health makes its discipline decisions and the applicable discipline policies and procedures set forth by the Broward Health Human Resources Department.

5. Once a report is received, the Corporate Compliance Department will then conduct a review of the allegations to determine the nature, scope, and duration of wrongdoing, if any. Broward Health investigates all non-frivolous claims of wrongdoing.

6. All those receiving information from Workforce Members raising a concern and problem must, at all times, insofar as legal and practical, maintain confidentiality and share information only those who have a need to know.

7. If the allegations are substantiated, a plan for corrective action will be developed. Appropriate corrective action may include restitution of any overpayment amounts, notifying an appropriate governmental agency, disciplinary action, or making changes to policies and procedures to prevent future occurrences.

8. If, after investigating any report, Broward Health determines that the report is not in good faith or that a Workforce Member has provided false information regarding the report, disciplinary action may be taken against the Workforce Member who filed the report or gave the false information up to and including termination.
   a. No Workforce Member shall be subject to disciplinary action solely on the basis that they mistakenly reported what they reasonably believed to be an act of wrongdoing or a violation of law or Broward Health’s compliance standards or policies. A Workforce Member will be subject to disciplinary action, however, if it is determined that the report of misconduct was knowingly or willfully fabricated by the Workforce Member or was knowingly or willfully distorted, exaggerated, or minimized to either injure someone else or protect themselves.
   b. A Workforce Member “knowingly” provides false information if they know or reasonably should
9. If any employee feels that they have been retaliated against, the employee should report it immediately, using any of the reporting methods referenced in this Policy.

V. Related Policies and Compliance Documents

◦ Compliance Investigations, Policy No. GA-004-008
◦ Enforcement and Discipline, Policy No. GA-004-238
◦ Hotline, Policy No. GA-004-005
◦ Non-Retaliation and Retribution, Policy No. GA-004-305
◦ Open Lines of Communication, Policy No. GA-004-234

VI. References


Broward Health Corporate Integrity Agreement with the DHHS Office of Inspector General, dated August 20, 2015.

Attachments: No Attachments
I. Purpose

Broward Health is committed to its institutional integrity. It is the policy of Broward Health to foster an environment of open communication so that all Workforce Members understand their obligations to report compliance concerns and that Broward Health will not tolerate retaliation against those who do so. In addition, reported concerns will be maintained confidentially, to the extent it is possible to do so.

The purpose of this policy is to provide guidance by which employees can express problems, concerns, and opinions without fear of retaliation or reprisal, as well as providing supervisors with appropriate guidelines for addressing problems and concerns raised by employees. Broward Health considers such reporting, inquiring, or participating to be protected activities in which all Workforce Members of Broward Health may freely engage. All supervisors are responsible for enforcing this policy. Individuals who violate this policy will be subject to the appropriate and applicable disciplinary process, up to and including termination or dismissal.

II. Key Terms

**Harassment:** Defined under this policy as any systematic persecution through repeated annoyances, threats, or demands.

**Reprisal:** Defined under this policy as action with the intent of inflicting injury in return for someone reporting a perceived violation of the Code of Conduct, policies, laws, regulations, or professional standards.

**Retaliation:** Defined under this policy to mean any adverse action taken against any Workforce Member because he or she reported or complained about a potential violation of the Code of Conduct, policies, laws, regulations, or professional standards. Any negative action that would deter a reasonable employee in the same situation from making a complaint or occurs within temporal proximity to the filing of the complaint may qualify as retaliation. Such action will be evaluated on a case by case basis. Any Workforce member found to be engaging in retaliation will be subject to disciplinary action up to and including termination of employment or related contract in accordance with Broward Health's policies and procedures.

**Retribution:** Defined under this policy as any act of punishing or taking vengeance for someone reporting a perceived violation of the Code of Conduct, policies, laws, regulations, or professional standards.
**Workforce Member:** 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 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.

### III. Policy

1. All Workforce Members have the affirmative duty to promptly report actual or potential wrongdoing, including any violations of law, regulation, policy, or Code of Conduct in accordance with Broward Health policy, GA-004-004 Duty to Report. All Workforce Members, including supervisors and managers, have a responsibility to create a work environment where concerns can be raised, openly discussed, and reported without fear of retaliation. After reporting, if the problem is not satisfactorily resolved, the Workforce Member may proceed up the supervisory chain to higher level or go to the Corporate Compliance Department. In addition, the Workforce Member has the option of calling the Compliance Hotline at 888-511-1370, and can remain anonymous.

2. Workforce Members who, in good faith, report a potential violation of law, regulation, policy, procedure, or the Code of Conduct will not be subjected to retaliation, retribution, or harassment. In addition, no Workforce Member may be retaliated against for refusing to carry out a directive ordering the Workforce Member to engage in wrongful or unlawful activity. No supervisor, manager, or other Workforce Member is permitted to engage in retaliation, retribution, or any form of harassment against another for reporting compliance-related concerns. Anyone who conducts or condones retribution, retaliation, or harassment in any way will be subject to disciplinary actions, up to and including termination.

3. Self-reporting is encouraged. A Workforce Member whose report of misconduct contains admissions of personal wrongdoing is not guaranteed protection from disciplinary action simply because they made the report. In determining what, if any, disciplinary actions may be taken against a reporting employee the Corporate Compliance Department and Human Resources Department will take into account a Workforce Member’s own admission of wrongdoing, provided, that the Workforce Member’s involvement was not previously known to Broward Health or its discovery was not imminent, and that the admission was complete and truthful. The weight to be given to self-reporting will depend on all facts known at the time Broward Health makes its discipline decisions and the applicable discipline policies and procedures set forth by the Broward Health Human Resources Department.

### IV. Procedures

1. Workforce Members who believe they have been retaliated against for reporting, in good faith, suspected wrongdoing and/or assisting with an investigation, should report the issue by disclosing the act to his/her supervisor, the SVP/Chief Compliance Officer (CCO), the Corporate Compliance Department, or the Corporate Compliance Department Hotline at 888-511-1370. It is important to file the report of retaliation as soon as possible after the occurrence as a delay can impact the effectiveness of the investigation. Examples of actions that could constitute retaliation include, but are not limited to:
   a. Reducing one’s salary;
b. Giving a negative performance evaluation;

c. Decisions relating to one’s work assignments, vacation, or promotion or advancement opportunities (whether employment-related or academic);

d. Terminating employment;

e. Engaging in harassing conduct that is sufficiently severe, pervasive, and/or persistent to create a hostile environment; for this purpose, the existence of a hostile environment is to be judged both objectively (meaning a reasonable person would find the environment hostile) and subjectively (meaning the affected individual felt the environment was hostile); and/or

f. Threats to engage in any of the actions listed above.

2. All managers and supervisors must encourage the reporting of problems and that employees will not "get into trouble" for doing so. The following actions should be taken:

a. Senior management must brief subordinate managers on this policy;

b. The Non-Retaliation or Retribution, Policy No. GA-004-305 must be posted on employee bulletin boards;

c. Review with all lower-level managers the proper treatment of employees and the creation of a work environment that permits open communication; and

d. All first-line supervisors must meet with their employees and complete the above actions.

3. All Workforce Members must understand that any incident where retaliation or reprisal can be related to another Workforce Member raising or reporting a problem will not be tolerated. Reports of this nature must be investigated thoroughly and expeditiously, with appropriate disciplinary actions taken as necessary, up to and including termination of employment.

4. All supervisors and managers must promote an open-door policy to report employee problems and concerns at all times, receive all employee concerns, problems and opinions, and explore all possible options for resolving the issue with the employee.

5. The confidentiality of employee concerns and problems must be respected and protected at all times to the extent that it is legal and practical. Only those personnel who have a need to know will be informed.

6. Human Resource Administration and the Corporate Compliance Department must be available to provide assistance and guidance to supervisors in receiving and resolving employee concerns, problems, and opinions, and they will keep management informed of all concerns and problems raised by employees.

7. The CCO will be responsible for the prompt investigation and follow-up of any reported retaliation against an employee and will report the results of an investigation into suspected retaliation to the appropriate level of management as deemed appropriate.

V. Related Policies and Compliance Documents

- Compliance Investigations, Policy No. GA-004-008
- Confidential Reporting, Policy No. GA-004-009
- Duty to Report, Policy No. GA-004-004
VI. References


Attachments: No Attachments
SUMMARY OF REQUEST

DATE: July 9, 2019

REQUEST PURPOSE: Appointments to Broward Health ACO Services, Inc. Board of Directors

REQUEST: The North Broward Hospital District ("the District"), as sole member of Broward Health ACO Services, Inc. (the "ACO"), appoint eight (8) individuals to serve as members of the ACO Board of Directors.

APPROVED: Gino Santorio, President/CEO BH

DATE: 6-24-2019
MEMORANDUM

TO: Board of Commissioners
FROM: Gino Santorio, President/CEO
DATE: July 9, 2019
SUBJECT: Appointments to Broward Health ACO Services, Inc. Board of Directors

BACKGROUND

Broward Health ACO Services, Inc. (the “ACO”), was formed in 2014 as a strategy to participate in shared savings and risk arrangements with providers, payers, or governmental shared-savings plans. The North Broward Hospital District is the sole member of the ACO (the “Member”) and shall appoint individuals to the ACO’s Board of Directors. Since 2014, the turnover in the North Broward Hospital District Board of Commissioners and Broward Health Leadership has resulted in an ACO Board of Directors that contains members who are no longer with the organization.

JUSTIFICATION

In order for Broward Health and Broward Health ACO Services, Inc. to engage in new, or renew existing arrangements, a new Broward Health ACO Services, Inc. Board of Directors must be appointed.

STAFF RECOMMENDATION

Therefore, it is requested that the North Broward Hospital District (the “District”), as sole member of Broward Health ACO Services, Inc. (the “ACO”), appoint eight (8) individuals to serve as members of the ACO Board of Directors.
DISTRICT RESOLUTION
APPOINTING THE BOARD OF DIRECTORS OF
BROWARD HEALTH ACO SERVICES, INC.

WHEREAS, the North Broward Hospital District (the “District”) authorized the creation of Broward Health ACO Services, Inc. (the “ACO”) for the purpose of providing healthcare services to patients who include, but are not limited to, Medicare beneficiaries under contracts with third party payors who include, but are not limited to, the Center for Medicare and Medicaid Services (CMS), and to conduct any and all lawful affairs and business incident thereto;

WHEREAS, the District is the sole member (“Member”) of the ACO;

WHEREAS, Section 3(a) of the Bylaws of the ACO provide for a Board of Directors of the ACO that shall be appointed annually by the Member;

IT IS RESOLVED, that the Member appoint the following Directors for Broward Health ACO Services, Inc. to serve as successors to all existing members of the ACO Board of Directors:

Broward Health ACO Services, Inc. Board of Directors:
Andrew Klein Director
Christopher T. Ure Director
Ray Berry Director
Nancy Gregoire Director
Stacy Angier Director
Marie C. Waugh Director
Aldo Calvo, MD Physician Member
*Jon Albee Medicare Beneficiary Member

*Subject to COI clearance
Jon Albee
1404 Northeast 5 Street
Fort Lauderdale, FL   333301
954-696-9577

Community Board Experience

Chair:  Board of Adjustment, City of Fort Lauderdale
Chair:  Utilities Board, City of Fort Lauderdale
Chair:  Sustainability Board, City of Fort Lauderdale
Chair:  Community Appearance Board, City of Fort Lauderdale
President:  Victoria Park Civic Association
President:  Second Century Broward
Board Member: Advisory – RDN – Nova Southeastern University
Board Member: Minority Development and Empowerment

Professional:

Founder / President: Urban Farming Institute, (Education / Research Center),
Oakland Park
President: BlueStream Builders, Oakland Park
Vice President:  Valley Grande College, Weslaco, Texas
Director: Specialized Therapy and Rehabilitation Center, (STAR Center)  Weslaco,
Texas
Vice President:  Hialeah Hospital, Hialeah, Florida

General:
Medicare Beneficiary
Resident of Broward County
Aldo Calvo, D.O.
Board Certified Family Physician
970 N.W. 10th Street
Boca Raton, FL 33486
954-629-9030
acalvo@browardhealth.org

EDUCATION: DO,
Nova Southeastern University
College of Osteopathic Medicine
Ft. Lauderdale, FL
August 1992 – May 1996

BA,
Florida International University
College of Arts and Sciences
Miami, FL
Major: Chemistry
August 1987 - May 1992

RESIDENCY:
Nova Southeastern University/Broward Health
Family Medicine Residency Program
Ft. Lauderdale, FL
July 1996 – June 1999

WORK EXPERIENCE:
Medical Director, Broward Health Community Health Services
Ft. Lauderdale, FL
April 2018 – Present

Clinica de las Americas
Broward Health Community Health Services
Attending Staff Family Physician
Ft. Lauderdale, FL
July 1999 – Present

Vice Chief, Department of Family Medicine
Broward Health Medical Center
Ft. Lauderdale, FL
May 2012 – May 2014

Chief, Department of Family Medicine
Broward Health Medical Center
Ft. Lauderdale, FL
April 2008 – May 2012

Nova Southeastern University/College of Osteopathic Medicine
Assistant Clinical Professor, Family Medicine Residency Program
Ft. Lauderdale, FL
July 2001 – Present
Chairman, Scholarship Program  
Broward Health Medical Center  
May 2012 – Present

WORK EXPERIENCE:  
(Continued)

National Health Service Corps  
Department of Health and Human Services  
Office  
September 2001 – September 2007

PROFESSIONAL ASSOCIATIONS:  
Assistant Professor of Family Medicine  
Nova Southeastern University  
Family Medicine Residency Program  
Ft. Lauderdale, FL  
July 2001 – Present

American Academy of Osteopathic Family Physicians  
Board Certified 2005 - 2013  
Member 1999 – Present

American Osteopathic Association  
Member 1999 – Present

RESEARCH:  
“Starship Trial”  
Sub Investigator  
Astra Zeneca 2003 - 2004  
Comparison of Rosuvastatin versus Atorvastatin in Hispanic-Americans with Hyperlipidemia

SKILLS:  
Able to speak, read, and write Spanish and Portuguese

REFERENCES:  
Provided upon request
ARTICLES OF INCORPORATION
OF
BROWARD HEALTH ACO SERVICES, INC.

The undersigned hereby forms a corporation not for profit under Chapter 617 of the Florida Statutes, and, for these purposes, does hereby adopt the following Articles of Incorporation.

ARTICLE I-NAMES

The name of the Corporation shall be: BROWARD HEALTH ACO SERVICES, INC. (the "Corporation").

ARTICLE II-PURPOSES

This Corporation is a not-for-profit corporation, organized and to be operated, and the business and objects to be carried on by it, exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and not for pecuniary profit. More specifically, the Corporation is organized and shall be operated exclusively to carry out the following purposes:

(a) To provide health care services through independent contractors and others (known as participating providers and suppliers) to patients who include, but are not limited to, Medicare beneficiaries under contracts (known as Participation Agreements) with third party payors who include, but are not limited to, the Center for Medicare and Medicaid Services. In no event, however, will any of the relationships with participating providers and suppliers referred to above be a partnership or joint venture in violation Article VII, Section 10 of the Florida Constitution; and

(b) To conduct any and all lawful affairs and business incident to the purpose for which this Corporation is organized.

In no event shall this Corporation engage in any activity which would be contrary to the activities: (1) permitted to be engaged in by any organization the activities of which are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986; or (2) of a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as hereafter amended, and the applicable rules and regulations thereunder.

The Corporation shall not engage, nor shall any of its funds, property, or income be used, in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive activities.
No compensation shall be paid to any member, officer, director, trustee, creator or organizer of the Corporation or substantial contributor to it except as a reasonable allowance for services actually rendered to or for the Corporation or goods or property actually sold or leased to the Corporation.

ARTICLE III-MEMBERS

This Corporation’s sole Member shall be the North Broward Hospital District, a special taxing district of the State of Florida (the “Member.”)

ARTICLE IV-NON STOCK CORPORATION

This Corporation shall have no capital stock.

ARTICLE V-OFFICERS AND DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. The Directors shall be appointed by the Member.

The initial Board of Directors shall consist of four members as set forth in Article VII below.

For each succeeding period, the Board of Directors shall consist of not less than five nor more than nine members. The number of Directors shall be fixed from time-to-time as set forth in the By-Laws of the Corporation. One such Director shall be a Medicare beneficiary who is served by the Corporation. Neither that Director nor any member of his or her immediate family shall have a conflict of interest (i.e., meet the criteria for any other Director position on the Board of Directors). Another such director shall be a physician who, at all times during his or her directorship, has in force a Participation Agreement with the Corporation. All other directors shall, at all times during each of their directorships, be a member of the Board of Commissioners of the North Broward Hospital District.

The officers of the Corporation shall consist of a President, Vice President, Secretary/Treasurer. Each officer shall serve for a term of one (1) year, beginning the 1st day of the month immediately following his election by a majority of the Board of Directors at the annual meeting of the Board of Directors. Officers may be re-elected to serve subsequent terms.

ARTICLE VI-NAMES OF OFFICERS

The names of the initial officers are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Nask</td>
<td>President</td>
</tr>
<tr>
<td>Robert Martin</td>
<td>Vice President</td>
</tr>
<tr>
<td>Deborah Breen</td>
<td>Secretary/Treasurer</td>
</tr>
</tbody>
</table>
ARTICLE VII-INITIAL BOARD OF DIRECTORS

The number of Directors shall initially be four. The names and addresses of the persons who shall serve as the initial members of the Board of Directors are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel K. Gustafson, Esq.</td>
<td>c/o North Broward Hospital District 303 S.E. 17th Street</td>
</tr>
<tr>
<td></td>
<td>Ft. Lauderdale, FL 33316</td>
</tr>
<tr>
<td>Miguel Fernandez</td>
<td>c/o North Broward Hospital District 303 S.E. 17th Street</td>
</tr>
<tr>
<td></td>
<td>Ft. Lauderdale, FL 33316</td>
</tr>
<tr>
<td>David Di Pietro, Esq.</td>
<td>c/o North Broward Hospital District 303 S.E. 17th Street</td>
</tr>
<tr>
<td></td>
<td>Ft. Lauderdale, FL 33316</td>
</tr>
<tr>
<td>Debbie L. Kohl</td>
<td>c/o North Broward Hospital District 303 S.E. 17th Street</td>
</tr>
<tr>
<td></td>
<td>Ft. Lauderdale, FL 33316</td>
</tr>
</tbody>
</table>

ARTICLE VIII-INDEMNIFICATION OF DIRECTORS AND OFFICERS

This Corporation shall indemnify any Director or Officer who by virtue of his or her being a Director or Officer of this Corporation, is made a party to any action or proceeding, except when such Director or Officer is adjudicated guilty of malfeasance in the discharge of his or her duties to this Corporation. Indemnification shall be for all reasonable expenses, including any and all attorneys and paralegal fees and costs, incurred as a result of such action or proceeding.

ARTICLE IX-BY-LAWS

The By-Laws of the Corporation shall be initially approved by a majority vote of the Board of Directors, and thereafter may be altered or rescinded solely by vote of the sole Member at the annual meeting of the sole Member or at a duly called meeting of the sole Member in accordance with the By-Laws.

ARTICLE X-AMENDMENTS TO THE ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the manner provided by law.
ARTICLE XI-EARNINGS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

ARTICLE XII-DISSOLUTION

Upon the liquidation or dissolution of the Corporation, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation, shall be distributed to, and only to, North Broward Hospital District, a special taxing district of the State of Florida, or if such organization has ceased to exist, to any one or more organizations qualified as exempt under Section 501(c)(3) of the Code, which provides health care services to the residents of Northern Broward County, Florida.

ARTICLE XIII-INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation shall be: 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

The name of the initial registered agent of this Corporation shall be Kerry L. Ezrol, Esquire at that address.

ARTICLE XIV-CORPORATION’S PRINCIPAL OFFICE AND/OR MAILING ADDRESS

The principal office and/or mailing address of this Corporation shall be: 303 S.E. 17th Street, Fort Lauderdale, Florida 33316.

ARTICLE XV-INCORPORATOR

The following is the name and street address of the incorporator signing these Articles:

Kerry L. Ezrol, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

IN WITNESS WHEREOF, I have set my hand and seal this 27th day of June 2013.

[Signature]

Kerry L. Ezrol

MIAMI 37394074 7620622648
CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT

Having been named as the Registered Agent in the Articles of Incorporation of BROWARD HEALTH ACO SERVICES, INC., I hereby accept and agree to act in this capacity.

Dated: June 27, 2013.

[Signature]

Kerry L. Ezrol
BYLAWS

OF

BROWARD HEALTH ACO SERVICES, INC.

(a Florida not-for-profit Corporation)

ARTICLE I
Offices

Section 1. Registered Office. The initial registered office of Broward Health ACO Services, Inc., a Florida not-for-profit corporation (the "Corporation), shall be located in Ft. Lauderdale, Florida.

Section 2. Other Offices. The Corporation may also have offices at such other places, either within or without the State of Florida, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II
Membership

Section 1. Membership. The Corporation's sole Member shall be the North Broward Hospital District, a special taxing district of the State of Florida (the "Member").

ARTICLE III
Board of Directors

Section 1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors. Directors must be natural persons who are at least 18 years of age but need not be residents of Florida.

Section 2. Compensation. The Directors shall serve in such capacity without compensation. The Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 3. Number, Appointment & Resignation. (a) The initial Board of Directors shall consist of four members as set forth in the Articles of Incorporation. For each succeeding period, this Corporation shall have not less than five (5) but not more than nine (9) Directors. The number of Directors of the Corporation shall be fixed from time to time, within any limits set forth in the Articles of Incorporation, by resolution of the Board of Directors. Any decrease in
the number of Directors shall not shorten the term of an incumbent Director. Directors shall be appointed annually by the Member. Each Director appointed shall hold office until his or her successor is duly appointed and qualified or until his or her resignation or removal. In the absence of an express determination by the Board, the number of Directors, until changed by the Board, shall be the number of Directors appointed by the Member during the preceding annual period.

(b) A Director may resign at any time by delivering written notice to the Corporation. The resignation shall be effective upon receipt, unless the notice specifies a later effective date. If the resignation is effective at a later date and the Corporation accepts the future effective date, the Member may fill the pending vacancy, pursuant to Article III, Section 4 below, effective at the effective time of the resignation.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, may be filled by appointment by the Member. A Director appointed to fill a vacancy shall hold office for the unexpired term of his or her predecessor in office. Any Director position to be filled by reason of an increase in the number of Directors may be filled by appointment by the Member, but only for a term of office continuing until the next appointment of Directors.

Section 5. Removal of Directors. The Board of Directors by majority vote may remove one or more Directors with or without cause. A Director may be removed by the Board of Directors at a meeting, provided the notice of the meeting states that the purpose, or one of the purposes, of the meeting is the removal of the Director.

Section 6. Quorum and Voting. A majority of the number of Directors fixed by or in accordance with these Bylaws shall constitute a quorum for the transaction of business at any meeting of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors.

Section 7. Deemed Assent. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (i) the Director objects at the beginning of the meeting (or promptly upon his arrival) to the holding of the meeting or transacting specified business at the meeting, or (ii) the Director votes against or abstains from the action taken.

Section 8. Meetings. (a) Regular and special meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at any other place, within or without the State of Florida, designated by the President. Meetings of the Board of Directors may be called by any member of the Board of Directors or by the President. A majority of the Directors present, regardless whether a quorum exists, may adjourn any meeting of the Board of Directors
to another time and place. Notice of an adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the Directors who were present.

(b) Members of the Board of Directors may participate in a meeting of the Board by means of a telephone conference or similar communications equipment through which all persons participating may simultaneously hear each other during the meeting; participation by these means constitutes presence in person at the meeting.

Section 9. Notice of Meetings. Regular meetings of the Board of Directors must be preceded by at least fifteen (15) days written notice of the date, time and place of the meeting. Special meetings of the Board of Directors must be preceded by at least ten (10) days written notice of the date, time and place of the meeting. The notice need not describe either the business to be transacted at or the purpose of the special meeting, unless otherwise required by these bylaws or by law.

Section 10. Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to a Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of that meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. The waiver of notice need not describe either the business to be transacted at or the purpose of the meeting.

Section 11. Director Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by the written consent of all members of the Board of Directors. The action must be evidenced by one or more written consents describing the action to be taken and signed by each Director, which consent(s) shall be filed in the minutes of the proceedings of the Board. The action taken shall be deemed effective when the last Director signs the consent, unless the consent specifies otherwise.

ARTICLE IV

Committees

To assist the Board in the proper management and control of the affairs of the Corporation, Article IV titled “Committees” of the Bylaws of the North Broward Hospital District is incorporated herein by this reference. The Corporation shall have such other Committees of the Board as the Board may determine from time to time. Except as otherwise provided in the
Bylaws of the North Broward Hospital District, the Board may from time to time establish, eliminate and modify the power or authority of any of the Board’s Committees; change the size of a Committee; and add, remove or replace the chairperson or member of any Committee.

ARTICLE V
Officers

Section 1. Officers. The Corporation shall have a President, a Vice President, a Secretary and a Treasurer. The President/CEO of the North Broward Hospital District shall serve as the President of the Corporation. The Sr. Vice President/Chief Financial Officer of the North Broward Hospital District shall serve as the Vice President of the Corporation. The Vice President of Financial Operations of the North Broward Hospital District shall serve as the Secretary and Treasurer of the Corporation. Such other officers and assistant officers and agents as may be deemed necessary or desirable may be appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

Section 2. Duties. The officers of the Corporation shall have the following duties:

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board of Directors. He or she shall perform all duties as the Board of Directors shall from time to time reasonably designate and shall be subject to the direction of the Board of Directors.

Each Vice President, if any, shall have such powers and perform such duties as the Board of Director shall from time to time designate. In the absence or disability of the President, a Vice President specifically designated by the vote of the Board of Directors shall have the powers and shall exercise the duties of the President.

The Secretary shall perform such duties as are prescribed by the Board of Directors.

The Treasurer shall perform such duties as are prescribed by the Board of Directors or the Chairman of the Board.

Each Assistant Secretary and Assistant Treasurer, if any, shall be appointed by the Board of Directors and shall have such powers and shall perform such duties as are prescribed by the Board of Directors.

Section 3. Resignation of Officer. An officer may resign at any time by delivering written notice to the Corporation. The resignation shall be effective upon receipt, unless the notice specifies a later effective date. If the resignation is effective at a later date and the Corporation
accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date provided the Board of Directors provides that the successor officer does not take office until the future effective date.

Section 4. **Removal of Officer.** The Board of Directors may remove any officer at any time with or without cause. Any officer or assistant officer, if appointed by another officer, may be removed by the appointing officer.

**ARTICLE VI**
**Corporate Records**

**Section 1. Corporate Records.**

(A) The Corporation shall keep as permanent records minutes of all meetings of its Board of Directors and committees having any authority of the Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.

(B) The Corporation shall maintain, at its registered office in this state, a copy of the Articles of Incorporation and its By-Laws, as amended, and accurate accounting records.

**ARTICLE VII**
**Indemnification**

**Section 1. Right to Indemnification.** Each person (including the heirs, executors, administrators, or estate of such person) (1) who is or was a director or officer of the Corporation, (2) who is or was an agent or employee of the Corporation and as to whom the Corporation has agreed to grant such indemnity hereunder, or (3) who is or was serving at the request of the Corporation as its representative in the position of a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Corporation has agreed to grant such indemnity hereunder, shall be indemnified by the Corporation to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative rule or regulation (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorney’s fees, asserted against him or her or incurred by him or her in his or her capacity as such director, officer, trustee, partner, agent, employee or representative, or arising out of his or her status as such director, officer, trustee, partner, agent, employee or representative. The foregoing right of
indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorneys' fees, regardless of whether the Corporation would have the legal power to directly indemnify him or her against such liability.

Section 2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of Directors of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article and upon satisfaction of other conditions established from time to time by the Board of Directors or required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

Section 3. Savings Clause. If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation nevertheless indemnifies each Director of the Corporation to the fullest extent permitted by all portions of this Article that has not been invalidated and to the fullest extent permitted by law.

ARTICLE VIII
Miscellaneous

Section 1. Corporate Seal. The corporate seal of the Corporation shall be circular in form and shall include the name of the Corporation, the year incorporated, and the words "Florida," "Corporate Seal" and "not-for-profit" embossed thereon.

Section 2. Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each calendar year, unless otherwise fixed by resolution of the Board of Directors.

Section 3. Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issues in the name of the Corporation shall be signed by the President, the Treasurer or such other officer(s) or agent(s) of the Corporation as shall be determined from time to time by resolution of the Board of Directors.
ARTICLE IX
Amendment

These Bylaws may be altered, amended or repealed, and new Bylaws adopted, by the Board of Directors.