

## Valleywise Health Administrative Policy & Procedure

**Effective Date:** 08/10, 11/17

**Reviewed Dates:** 03/15, 11/17, 05/19

**Revision Dates:** 08/12, 11/17, 12/19

**Policy #: 01291 S**

**Policy Title: Compliance: Conflicts of Interest and Gift Policy**

**Scope:** [ ] **District Governance (G)**  
[X] **System-Wide (S)**  
[ ] **Division (D)**  
[ ] **Multi-Division (MD)**  
[ ] **Department (T)**  
[ ] **Multi-Department (MT)**

---

### Definitions:

**Allied Health Professional:** A health care practitioner other than a Medical Staff member who is authorized to provide patient care services in the Hospital who have been granted clinical privileges.

**Clinical Privileges or Privileges:** The authorization granted by the Board to render specific patient care services, for which the Medical Staff leaders and Board have developed eligibility and other privileging criteria and focused and ongoing professional practice evaluation standards.

**Finance, Audit and Compliance (FAC) Committee of the District:** The primary function of the Valleywise Health Finance, Audit and Compliance Committee is to act as an advisory committee, to assist the Valleywise Health Chief Executive Officer ("CEO") and Valleywise Health senior management.

**Maricopa Health Centers Governing Council (and related committees):** The Maricopa Health Centers Governing Council maintains oversight of the Valleywise Health Family Health Centers as well as FQHC-Look Alike (FQHC-LAL) designated clinics located in the Comprehensive Healthcare Center. The Governing Council ensures that the services provided are patient focused and directed towards the needs of the community.

**Maricopa County Special Health Care District Board of Directors:** The Maricopa County Special Health Care District Board of Directors is the governing body for the Maricopa County Special Health Care District and the Valleywise

Health. Each Member of the Board represents one of the five districts in Maricopa County. Members of the District Board are public officials, elected by the voters of Maricopa Country. The five Members of the Board serve a four-year term.

**Medical Staff**: All physicians, dentists, oral surgeons and podiatrists who have been appointed to the Medical Staff by the Board. Medical Staff are also referred to as Attendings.

**Provider**: A Medical Staff Member with Clinical Privileges, Resident, or Allied Health Professional.

**Residents**: Individuals licensed as appropriate, who are graduates of medical, allopathic and osteopathic, dental, or podiatric schools; who are appointed to a hospital's professional graduate training program that is approved by a nationally recognized accrediting body; and who participate in patient care under the direction of Member of the Medical Staff of the pertinent clinical disciplines with appropriate clinical privileges in the hospital.

**Strategic Item**: – A Strategic Item is considered to be any material whose purpose is directed toward meeting Valleywise Health's mission and will directly increase revenue, reduce expenses or provide support for Valleywise Health contract negotiations.

**Workforce Member**: employees, agents, contractors, subcontractors, volunteers, trainees, medical staff, dental staff, allied health professionals, students, residents, and other persons whose conduct or performance at Valleywise Health is under the direct control of Valleywise Health, whether or not they are paid by Valleywise Health. Workforce Member includes the Governing Council and its members and its related committees and the Valleywise Health Finance, Audit and Compliance Committee where they serve as an agent and/or volunteer for Valleywise Health.

## **I. WORKFORCE MEMBER CONFLICT OF INTEREST AND GIFT POLICY:**

**1. Solicitation**: Workforce members are prohibited from soliciting any Gift, compensation arrangement, or investment or ownership interest from a Vendor or patient.

### **2. Exception for Charitable Contributions**

- a) Solicitation and acceptance of charitable contributions by the Valleywise Health Foundation (hereinafter referred to as the Foundation) are governed in accordance with the Foundation's policies and procedures. The Foundation may solicit or accept donations from Vendors that are unrestricted; are for a designated fund approved by the Foundation's Board of Directors; or, are otherwise approved by the President of the Foundation or its Board of Directors. The President of the Foundation has the authority to reject any contribution from a Valleywise Health Vendor which he or she believes will inure to the benefit of any individual Valleywise Health employee or member of the medical staff or is designated for reimbursement or payment of

specific employee or medical staff travel, meals, entertainment, or educational expenses, or specific Valleywise Health department operating expenses or capital expenditures. This provision does not preclude the Foundation from using Vendor donated funds to pay for its own administrative or operating expenses.

- b) Valleywise Health employees and members of the medical staff, other than Foundation personnel, may not solicit or accept charitable contributions from Vendors. Valleywise Health Workforce members may not direct Vendors to make donations to the Foundation as a method of circumventing this restriction. If a Vendor informs a Workforce member of his or her desire to make a donation, the Workforce member may suggest that the Vendor contact the Foundation to discuss Gift giving opportunities. Valleywise Health will not predicate the awarding of business contracts on donations or contributions from Vendors to Valleywise Health, or its subsidiaries, affiliates, and supporting charitable organizations.
- c) Solicitations authorized by the Valleywise Health President & Chief Executive Officer (CEO), Chief Operating Officer (COO) or Chief Financial Officer (CFO) to benefit outside charitable organizations and/or their beneficiaries or victims of tragic events are not prohibited under this policy. Examples of such solicitations include, but are not limited to, the United Way Campaign, the March of Dimes Campaign, The Arizona Foundation for Burns and Trauma, and solicitation of sponsorships, clothing, toys and other gifts for burn victims or victims of other tragedies.

- 3. Gifts:** Workforce members may accept Gifts of Nominal Value (under \$25); however, Workforce members may not accept any Gift in the form of cash or cash equivalents (including gift cards or gift certificates) from Vendors or patients. The total value of Nominal Value Gifts accepted in any 12-month period from a single individual or entity may not exceed \$250. Occasionally, Vendors or patients will send a small amount of cash or a gift card in the mail to a Workforce member. If it is impractical to return such gifts, they should be donated to the Foundation or shared with the entire unit/department.
- 4. Promotional Items:** Promotional items such as coffee mugs, pens and toys, may be accepted from a Vendor on an occasional basis if such items are of Nominal Value. Workforce members are expected to exercise good judgment and avoid accepting or displaying promotional items that detract from Valleywise Health's professional image or give the impression that Valleywise Health is endorsing or promoting a Vendor's products or services.
- 5. Gifts from Patients:** Patients sometimes show their appreciation by giving Gifts of food, flowers, and trinkets to employees and members of the medical staff. When such a Gift is received, the patient should be thanked and the Gift shared with the entire department or donated to a charitable organization. Tips cannot be accepted from patients and should be graciously refused. If a patient provides a non-perishable Gift which is believed to exceed Nominal Value, and the Gift cannot be politely returned or refused without causing offense or embarrassment, the Gift should be donated to a charitable organization.

- 6. Gifts to Patients:** Workforce members may not offer or provide Gifts to patients as a means of inducing patients to obtain services from Valleywise Health or rewarding patients for receiving services from Valleywise Health. In general, Gifts to patients are limited to items with a value of no more than \$10 per item or \$50 in the aggregate per patient per year. Gifts of cash or cash equivalents are not permitted. At times, Workforce members may desire to assist a needy patient by paying for part of a patient's treatment or some other need. While this is commendable, care should be taken to follow Valleywise Health patient Gift giving policies to ensure that Gifts provided to patients do not appear to be an inducement or reward for the patient's use of Valleywise Health.
- 7. Purchasing Decisions:** Under no circumstances may a Workforce member solicit or accept any Remuneration from a Vendor in exchange for promoting, recommending or purchasing the Vendor's products or services. A Workforce member is prohibited from directly or indirectly influencing any decision regarding the purchase of any item or service from a Vendor if such Workforce member has a Financial Interest in the Vendor. Directly or indirectly influencing a decision includes making recommendations, providing evaluations, voting on or promoting the purchase of an item or service. For example, a physician may not promote, evaluate or make a recommendation on a Vendor's product if he or she has accepted or has agreed to accept consulting fees, advisory board fees, royalties, free travel and entertainment, or Gifts of more than Nominal Value from the Vendor.
- 8. Vendor Restrictions:** Vendors are strictly prohibited from offering or providing any Remuneration, including Gifts, to a Workforce member other than Remuneration that a Workforce member may accept pursuant to this policy. Under no circumstances may a Vendor offer or provide any remuneration to a Workforce member with the intent of influencing, inducing or rewarding the Workforce member's recommendation or decision to purchase any of the Vendor's products or services. Vendors are prohibited from offering or making charitable contributions to the Valleywise Health Foundation as a means of circumventing this restriction. Vendors are prohibited from making any charitable contribution that will inure to the benefit of any Workforce member who is in a position to influence any decision concerning the Vendor.
- 9. Vendor Promotions:** In general, Workforce members may not allow Vendors to display or promote their products on Valleywise Health property or at a Valleywise Health function. This is not intended to prevent Valleywise Health managers from having meetings with Vendors to discuss their products where the products are presented to management or to purchasing teams for evaluation.
- 10. Vendor Paid Meals, Travel, Entertainment and Educational Expenses:**
- a) Workforce members may accept a meal of nominal value from a current Vendor during business meetings. If an item is considered to be a Strategic Item (see Definition) and is approved by the Valleywise Health President & CEO (or District Counsel for the President & CEO) on the "Strategic Items Declaration and Approval Form" (see Attachment One), the Workforce member may exceed the limits in this section. The Strategic Item

Declaration and Approval Forms will be monitored by the Compliance Department.

- b) Vendors may provide meals or other perishable items to a department or group, but in no case may a Workforce member solicit such Gifts from a Vendor. The value of these items must be less than \$50 per person per event. Workforce members should exercise proper judgment in accepting meals and other perishable items as the continual acceptance of these items can lead to an appearance of impropriety. Departments and groups must track the number of meals and perishable items are provided by an individual vendor if more than three gifts are provided in any 12-month period.
- c) Workforce members may attend Vendor paid social events in order to further develop business relationships where the cost or fair market value of the event does not exceed \$50 per person per event; however, Workforce members may not attend sporting events or accept payment or reimbursement of any travel related expenses, including overnight lodging. Workforce members should be mindful of avoiding the appearance of a conflict of interest and exercise good judgment in limiting the number of such events and choosing the most appropriate setting for discussing Valleywise Health business.
- d) Unless specified per contract, workforce members may attend Vendor sponsored training or educational events, but a Workforce member may not accept payment or reimbursement from the Vendor for any travel related expenses, including overnight lodging, or fees, stipends or honorariums for participating in the event. If registration fees are charged to the public for attendance at these events, Valleywise Health will pay these fees. These restrictions do not apply to payments or reimbursements made by a trade or professional association for a Workforce member's attendance at the association's event or for industry sponsored research.
- e) Workforce members may not accept payment or reimbursement of travel related expenses, including overnight lodging, associated with site visits or other travel related to reviewing and evaluating a Vendor's products.

Workforce members may not solicit payments or donations from Vendors for sponsoring educational events administered by Valleywise Health; however, Vendors may, if they offer to do so, sponsor educational events administered by Valleywise Health that conform with the ACCME's Standards to Ensure the Independence of CME Activities, regardless of whether CME credit is given through the event or if participants include non-physicians. For such events,

- Vendors may not, in any way, control or have the ability to influence the speakers or educators,
- Vendors may not select, provide, control, or have the ability to influence the speakers or educators,
- Vendors may not display or promote their products or services, or distribute information concerning their products or services;
- Vendors may not provide any Gifts to participants, attendees or event administrators before, during or after the event;
- Vendors may not pay or reimburse directly to any individual any travel related expenses, including overnight lodging;
- Vendors may not pay for meals subject to the limitation for Vendor paid meals to a department or group, i.e. meals valued at less than \$50 per person per event;

- Speakers and educators must disclose to Valleywise Health and the participants any conflicts of interest, including, but not limited to, any Financial Interest in a sponsoring Vendor if the speaker or educator will be referring to or discussing any of the Vendor's products or services as part of his or her presentation; and,
- Employees must ensure that all costs associated with the event regardless of any Vendor payment contribution, and/or donation have been pre-approved as part of the employee's annual operating budget

**11. Vendor Paid Capital Expenditures and Operating Expenses:**

Workforce members, other than Foundation personnel, may not solicit or accept payments, contributions or donations from Vendors to pay for a Valleywise Health department's capital expenditures or operating expenses (except as otherwise provided in this policy for Vendor sponsored educational events and meals). Charitable contributions made by a Vendor to the Foundation are distributed to Valleywise Health departments through restricted or unrestricted funds established by the Foundation's Board of Directors and as authorized solely by the Foundation's policies and procedures or its Board of Directors. Valleywise Health employees or members of the medical staff may not establish or control restricted or unrestricted funds at the Foundation.

**12. Use or Disclosure of Intellectual Property or Confidential Information:**

- a) Workforce members shall only use or disclose Valleywise Health Intellectual Property or Confidential Information solely for the purpose of carrying out business activities as part of their authorized duties for Valleywise Health. Such use or disclosure must be consistent with Valleywise Health policy. (See, e.g. Valleywise Health Policy 42007 S "Research: Intellectual Property"). Use or disclosure of Intellectual Property or Confidential Information in exchange for Remuneration or for any personal gain or advantage, or with the intent of causing harm to Valleywise Health, a Workforce member or a patient, is an abuse of a Workforce member's position, creates a serious conflict of interest for the Workforce member, may violate confidentiality laws, may constitute intellectual property infringement, and may be considered theft of Valleywise Health property. Such use or disclosure may be subject to civil legal action, criminal prosecution and/or disciplinary action up to and including termination.
- b) The provision above is not intended to prevent Workforce members from sharing best practices or policies and procedures with other professionals in the healthcare industry for the purpose of improving healthcare operations. Such exchanges of ideas would not usually create a conflict of interest, but Workforce members should exercise good judgment and share mainly information which represents ideas and not information specific to Valleywise Health.

**13. Special Rules Regarding Referring Physicians:**

- a) Remuneration provided to a referring physician or the physician's employer may not vary based on the volume or value of referrals to, or other business generated for, Valleywise Health.

- b) Remuneration may not be provided to a referring physician or the physician's employer with the intent of inducing or rewarding the physician's referrals to Valleywise Health.
- c) Non-cash Compensation, including Gifts, with an aggregate value of up to \$398 may be provided by Valleywise Health to a referring physician during any calendar year as long as the Compensation is not solicited by the physician or the physician's employer and the amount of Compensation is not determined in a manner which takes into account the volume or value of referrals or other business generated by the referring physician. Examples of non-cash Compensation include holiday gift baskets, restaurant meals, and tickets to sporting or social events.
- d) Medical staff incidental benefits, such as cafeteria meals and parking, may be provided to referring physicians if:
  - the value of each benefit does not exceed \$30 per occurrence and per physician;
  - the benefits are provided to all members of the medical staff in the same specialty without regard to the volume or value of referrals or other business generated between the parties;
  - the benefits are provided only during periods when the medical staff members are making rounds or are engaged in other services or activities that benefit the hospital or its patients;
  - the Compensation is reasonably related to the provision of, or designed to facilitate directly or indirectly the delivery of, medical services at the hospital; and,
  - the benefits are provided by the hospital and used by the medical staff members only on the hospital's campus. Benefits, including, but not limited to, internet access, pagers, or two-way radios, used away from the campus only to access hospital medical records or information or to access patients or personnel who are on the hospital campus, as well as the identification of the medical staff on a hospital web site or in hospital advertising, will meet the "on campus" requirement.
- e) Free or discounted compliance training may be provided to referring physicians as long as the training is held in the local community or service area.

**14. Research Activities:** Disclosure of Significant Financial Interest

- a) All individuals responsible for the design, conduct, or reporting of the results of work performed or to be performed under a Public Health Service (PHS) sponsored project, an industry sponsored research study, or other research activity, referred to as "**Investigator.**" This includes, but is not limited to, the Principal Investigator, other investigators, Research Assistants or Coordinators, and any other individuals (including personnel from other institutions) who are involved in accomplishing project objectives. It may include students (graduate and undergraduate) and other personnel listed as authors on project results, even if they are not paid from the project.
- b) What is a "Significant Financial Interest"?
  1. With regard to **Publicly-Traded Entities**, Payments or value exceeding \$5,000 (when aggregated for an Investigator and the Investigator's spouse and dependent children) from a single entity during the prior 12

- months. This includes any salary, consultant payments, honoraria, paid authorship, equity interest (stock, stock option or other ownership interest).
2. With regard to **Privately Held Entities**, Payments or value exceeding \$5,000 (when aggregated for an Investigator and the Investigator's spouse and dependent children) from a single entity during the prior 12 months or when the Investigator and the investigator's spouse/domestic partner and dependent children hold any equity interest (stock, stock option, or other ownership interest).
  3. With regard to **Intellectual Property**, Intellectual property rights and interests (patents, copyrights) upon receipt of income related to such rights and interests.
  4. With regard to **Travel Reimbursements**, any reimbursed or sponsored travel related to the Investigator's Institutional Responsibilities during the prior 12 months (with the exception of travel that is reimbursed or sponsored by a Federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research institute that is affiliated with an institution of higher education).
  5. The term "Significant Financial Interest" **does not include**: salary, royalties, or other remuneration paid by Valleywise Health to the Investigator if the Investigator is currently employed or otherwise appointed, including intellectual property rights assigned to the Institution and agreements to share royalties related to such rights; income from investment vehicles, such as mutual funds and retirement accounts; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education; or income from service on advisory committees or review panels for a Federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education.
- c) **What are "Institutional Responsibilities?"** An Investigator's Institutional Responsibilities means the Investigator's professional responsibilities on behalf of the Institution, including activities such as research, teaching, clinical or other professional practice, academic activities, scholarly events, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.
- d) **Review Process and Guidelines-** The Valleywise Health Department of Compliance in conjunction with the Valleywise Health Research Department will review the Investigator's Detailed Disclosure Form to ensure completeness and consistency with prior disclosures (if applicable). The form, along with any supporting documentation shall be forwarded to the Oversight Committee on Conflict of Interest (OCCI) for review. The OCCI will consider whether any of the disclosed Significant Financial Interests of the Investigator are related to the project and whether the financial interest could directly and significantly affect the design, conduct, or reporting of the project.



For example, a direct effect would occur when the project results would be directly relevant to the development, manufacturing, or improvement of the products or services of the entity in which the Investigator has a Significant Financial Interest, or when the entity is a proposed subcontractor or participant in the project. A significant effect on the financial interest is one that will materially affect the value of the entity, its earnings, or sales of its products. The following are examples of when an Investigator would be deemed to have a financial conflict of interest (FCOI): (i) if the Investigator (together with Investigator's spouse or domestic partner and dependent children) has a Significant Financial Interest in an entity that could be affected by the research results from a proposed PHS-funded grant or contract, or an industry sponsored contract, based on an analysis of the scope and subject matter of the proposed project described in the application, or (ii) the Investigator (together with Investigator's spouse or domestic partner and dependent children) has a Significant Financial Interest in an entity that licenses technology from Valleywise Health which has resulted in license income and that technology is the subject of a proposed PHS-funded award, or other funded award. In making this determination, the designated institutional official(s) may consult with all appropriate institutional and governmental officials.

If the OCCI determines that an identified FCOI was not disclosed or reviewed in a timely fashion, the OCCI will develop and implement a Mitigation Plan for the FCOI.

For disclosures of Significant Financial Interest greater than \$5,000 but less than \$10,000 the OCCI will review the information and make a determination of whether a conflict exists. Disclosures of Significant Financial Interests of amounts in excess of \$10,000 shall be submitted to the Valleywise Health Compliance Committee, with a recommendation from the OCCI for review and approval, or continuing management.

#### **15. Arizona's Conflict of Interest Laws**

- a) Workforce members are obligated to comply with the provisions set forth in this Policy as well as the provisions contained in Arizona's Conflict of Interest Laws, A.R.S. 38-501 through 38-511.
- b) In the event that there is a conflict between the provisions of this policy and the provisions in Arizona's Conflict of Interest Laws, the more restrictive and more limiting provision shall control.

#### **16. Disclosure of Conflicts of Interest:**

- a) Employees
  - All employees must complete the Valleywise Health disclosure statement at the time of employment. The recruiter will consult with the Compliance Officer concerning any new hire that has a conflict of interest prior to the new hire's start date.
  - All employees at or above the Unit Manager level and all Purchasing department employees and Facilities Development/Engineering management staff must complete a disclosure statement annually thereafter at the time of the employee's performance appraisal. The disclosure statement is to be submitted to Human Resources (HR) with the employee's performance evaluation. Performance appraisals

submitted to HR without a disclosure statement will be returned to the department and will not be processed until the disclosure statement is received.

- HR will maintain disclosure statements for all employees of Valleywise Health. HR will also notify the appropriate area Vice President or Chief Officer of any instances of non-compliance with the requirement for completion of the annual disclosure statement from employees in the jobs noted above.
- a) Medical Staff and Medical Staff Researchers
- All members of the medical staff must complete the Valleywise Health disclosure statement when initially appointed and at the time of each reappointment to the Medical Staff. The Director of Medical Staff Services will consult with the Chief Compliance Officer (CCO) if a potential conflict of interest is disclosed during the initial appointment or at any reappointment.
  - Medical Staff Researchers will complete the Valleywise Health Conflict of Interest Disclosure Form annually. The CCO and the Director of Research will review and will manage and maintain disclosure statements in accordance with guidelines listed in #14 above.
  - Medical Staff and Medical Staff Researchers will re-submit a disclosure statement as any additional financial interest arises.
  - Medical Staff Services will maintain disclosure statements in the Medical Staff's credentialing file.
- b) Purchasing Decisions
- All workforce members who participate in purchasing decisions must disclose any conflicts of interest prior to participation. Participation may include, but is not limited to, performing evaluations of a product or service, recommending the purchase of a product or service, contract negotiation, voting to purchase a product or service or including a medication in the Valleywise Health formulary.
  - Workforce members who have a conflict of interest must recuse themselves from participation in the decision-making process. If a manager or chairman of a purchasing or product evaluation committee believes extenuating circumstances exist that would allow an individual with a conflict of interest to participate in the decision-making process, the CCO should be consulted for a decision.
- c) It is the duty of every workforce member to seek guidance from the Valleywise Health CCO or District Counsel prior to engaging in any activity which might lead to a conflict of interest or perception of same with Valleywise Health.
- d) Workforce members who fail to comply with this procedure will be subject to disciplinary action, up to and including termination.

## **II. THE MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT BOARD OF DIRECTORS CONFLICT OF INTEREST AND GIFT POLICY**

The Maricopa County Special Health Care District Board of Directors shall comply with all federal and state conflict of interest laws, including but not limited to the provisions of A.R.S. § 38-501 et. seq. In addition, any such person who has such a conflict of interest shall make such conflict known to the Clerk of the Board, and it

shall be recorded in the meeting minutes, and in the conflict of interest disclosure file maintained by the Clerk of the Board. Such person shall refrain from voting upon or participating in any such matter. If, at any time a Board member develops a potential conflict of interest, such potential conflict shall be disclosed to the Clerk of the Board. Any Board member may consult Board Counsel to resolve any possible conflict of interest question.

**References:**

**Arizona Revised Statutes 38-501 - 38-511**

**Attachment One  
Strategic Item Declaration and Approval Form**

<b>I. Strategic Item Declaration</b>		
<b>No.</b>	<b>Item</b>	<b>Item Information</b>
<b>1</b>	<b>Name of Workforce Member</b>	
<b>2</b>	<b>Strategic Item Name</b>	
<b>3</b>	<b>Strategic Item Description</b>	
<b>4</b>	<b>Linkage to Strategic Plan</b>	
<b>II. Strategic Item Approval</b>		
<p><b>This item is deemed a Strategic Item and meals and travel expenses related to the above item can be accepted by the Workforce member that exceed section 10 of the Conflict of Interest and Gift policy. (Gifts are not included in this approval).</b></p> <p>X _____ CEO/ or District Legal Counsel (If for the CEO)</p> <p>X _____ Chief Compliance Officer</p>		
<b>III. Tracking of Strategic Items</b>		
<b>No</b>	<b>Item/Meeting Date</b>	
<b>1</b>		
<b>2</b>		
<b>3</b>		

Valleywise Health Policy & Procedure - Approval Sheet

(Before submitting, fill out COMPLETELY.)

**POLICY RESPONSIBLE PARTY: Chief Compliance Officer**

**DEVELOPMENT TEAM(S):**

**Policy #: 01291 S**

**Policy Title: Compliance: Conflict of Interest**

**e-Signers: L.T. Slaughter, Jr., Chief Compliance Officer**

**Place an X on the right side of applicable description:**

**New -**

**Retire -**

**Reviewed -**

**Revised with Minor Changes - 12/19**

**Revised with Major Changes -**

**Please list revisions made below:** (Other than grammatical changes or name and date changes)

Added references to CCO.

**Reviewed and Approved by in Addition to Responsible Party and E-Signer(s):**

<b>Committee: System-wide P&amp;P</b>	<b>12/19</b>
<b>Committee:</b>	<b>00/00</b>
<b>Committee:</b>	<b>00/00</b>
<b>Reviewed for EPIC:</b>	<b>N/A</b>
<b>Other:</b>	<b>00/00</b>
<b>Other:</b>	<b>00/00</b>
<b>Other:</b>	<b>00/00</b>