AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT, entered into this of day of longer of the purpose of stipulating certain conditions relating to a cooperative program between these two institutions. The cooperative program between the parties shall commence on the 1st day of July, 2007 (the "Effective Date").

It is hereby mutually agreed that:

Section 1. Program Completion. Upon the successful completion of a program of work as set forth in Section 2 below and the Medical Technology Educational Program (hereinafter called the "Program") at St. John's Regional Medical Center, Joplin, Missouri (hereinafter called "SJRMC"), a student who does not already hold a baccalaureate degree shall be granted a baccalaureate degree by University of Central Missouri (hereinafter called the University/College"), and this degree is not contingent on a passing grade on any professional certification examination (i.e., ASCP or NCA). Upon the successful completion of the Program, a student who already holds a baccalaureate degree shall be awarded a certificate of completion by SJRMC. SJRMC agrees to document successful completion of the Program by sending the University/College an official transcript and awarding the student a certificate of completion.

Section 2. Curriculum. For students who do not already hold a baccalaureate degree, the University/College will offer the necessary courses for the student to be able to meet all of the requirements for the baccalaureate degree, except the major, with a minimum of 94 semester hours of the University/College work. For the major, the University/College will grant 32 semester hours of upper division credit in Medical Technology upon successful completion of the work given at SJRMC.

Section 3. Certificate. Before the student matriculates in the Program at SJRMC, he/she must provide a certificate to SJRMC from the records office of the University/College which indicates that he/she has completed all of the requirements for the degree other than the clinical education at SJRMC.

Section 4. Required Courses. The required courses to be taken at the University/College are as set forth in the University/College Bulletin.

Section 5. Policies. SJRMC shall determine and set all policies concerning all aspects of student performance and conduct while pursuing the course of study for the clinical year in the Program. These would include:

- (a) admissions policy;
- (b) fees and/or tuition;
- (c) stipends and/or scholarships;

- (d) on-the-premises accident or liability insurance;
- (e) evaluation mechanisms and pass/fail decisions;
- (f) dress and conduct regulations;
- (g) probation, remedial and dismissal procedures;
- (h) grievance procedures; and
- (i) part-time employment.

SJRMC will furnish to the University/College's faculty advisor(s), for the purpose of proper student advising, such policies in writing.

Section 6. Course/Grade Listing. The courses taken in the Program at SJRMC will be listed in the University/College Bulletin, and the grades received in those courses will be listed on the University/College's transcript of each Medical Technology student.

Section 7. Admission Guidelines. SJRMC agrees to the following guidelines for admissions policy:

- (a) Students must have completed the following prerequisites for admission:
 - (i) Chemistry.* 16 semester hours or 24 quarter hours credit. Organic chemistry or biochemistry must be included. Both are recommended along with quantitative analysis.
 - (ii) Biological Science.* 16 semester hours or 24 quarter hours credit. Microbiology and immunology are required.
 - (iii) Mathematics.** One course in college-level mathematics is required. It must be College Algebra or equivalent.
- (b) Prospective students must have completed all preclinical medical technology courses, be available for entrance on the dates set for the class to begin and be able to complete the full 12 months of medical technology clinical education.
- (c) Prospective students must have a 2.5 grade point average or better in science and mathematics.
- (d) Tests of ability to communicate effectively are required of all international students. A score of 600 or higher on the TOEFL examination is required by SJRMC as proof of this ability.

^{*}The content of chemistry and biological science courses must be acceptable toward a major in those fields or in medical technology, or be certified by the University as equivalent. Survey courses do not fulfill this requirement.

^{**}Remedial mathematics courses will not satisfy the mathematics requirement.

- (e) Prospective students must submit two letters of recommendation from past instructors in their college or university, or a letter from a medical technology recommendation committee from a college or university.
- (f) Prospective students must submit an application, a current transcript, a list of planned courses and the necessary recommendation letter(s) as described in Section 7(e) by the deadline date specified by SJRMC.
- (g) The final selection process will be based on consideration of grade point average, letters of recommendation and the personal interview. SJRMC does not discriminate on the basis of sex, race, color, religion, age, marital status, physical handicap or national origin.
- Section 8. Student Admissions. SJRMC, though it regards the University/College as an affiliate, will retain the prerogative of accepting some students from other qualified facilities. The total number of students accepted from the University/College would range from 0-10 per year.
- Section 9. Grade Assignments. When the student is enrolled in the University/College, his/her grades shall be assigned by the University/College personnel according to the grading policies of the University/College. When he/she is enrolled in the Program at SJRMC, his/her grades shall be assigned by SJRMC personnel according to the grading policies of SJRMC.
- Section 10. Final Grade Point Average. The final grade point average of a student will be determined by the grades earned at the University/College and SJRMC. The awarding of the certificate of completion by SJRMC or the degree by the University/College does not require the passing of an external examination or licensure examination.
- Section 11. Grade Policies. In order to maintain high standards, the following policies concerning pass/fail decisions, grading systems, and other evaluation procedures shall be employed by SJRMC:
 - (a) Students will be expected to maintain a C average in each course of study.
 - (b) Students must complete each didactic lecture section with an overall grade of at least C. Those with a grade less than C will be reviewed by the Program Director and placed on academic probation. Failure to pass the next lecture section may be cause for dismissal from the Program.
 - (c) Students must complete each clinical section with an overall grade of at least C. Those with a grade less than C will be reviewed by the Program Director and may be required to spend additional time at the bench to reach an acceptable level of accomplishment. Failure to achieve competency at the bench may result in dismissal from the Program.
 - (d) Further causes for dismissal include cheating on examinations, dishonest treatment of patient tests, irresponsibility in meeting obligations, inability to deal with patients, supervisors, or peers in an acceptable manner, or violations of policies of

- SJRMC. If dismissal is considered, SJRMC will inform the University/College and a review of the student's records may be arranged.
- (e) The student is expected to conduct himself/herself in a professional manner. Attitude and behavior of the student must be such that there is a cooperative atmosphere among the students and SJRMC personnel to insure expected learning. Students will be subject to SJRMC dress and sanitary code. A maximum of three days sick leave is considered acceptable. Additional absences due to illness will be made up at the discretion of the Program Director and Medical Director.
- (f) Students must be physically and psychologically able to endure the rigorous 12 months of instruction and preparation for entry into the Medical Technology field.
- Section 12. Tuition; Fees. The student, while only enrolled in courses at SJRMC, shall not be obligated to pay tuition to the University/College. However, the University/College may require the student to pay incidental fees related to graduation or other administrative costs. Accordingly, all costs of instruction for courses taken at SJRMC shall be borne by SJRMC. The student is responsible for books, uniforms and housing.
- Section 13. Student Health. Emergency services and hospitalization are available to the students either through a student's individual insurance or direct payment. Hospitalization and/or health insurance at SJRMC is solely an employee benefit and not available to students enrolled in the Program at SJRMC.
- Section 14. Director Appointment. The Program Director and the Medical Director of SJRMC shall have courtesy appointments to the academic staff of the University/College, as adjunct faculty, but will not be salaried by the University/College.
- Section 15. Coordinator Appointment. The University/College coordinator of medical technology affairs shall have a courtesy appointment to the staff of the Program at SJRMC.
- Section 16. Insurance. All students admitted to the Program at SJRMC will be covered by SJRMC liability insurance as long as they are performing within the scope of the Program. The insurance coverage shall be in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability and One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability.

Section 17. Curriculum and Policy Review.

(a) One or more times annually, the representatives of the University/College and the representatives of the Program at SJRMC shall meet to review curriculum and policies. It shall be the joint responsibility of both SJRMC and the University/College to coordinate the preclinical and clinical training in medical technology through this review process.

- (b) The parties recognize that safety is a component of laboratory orientation. SJRMC shall be responsible for training students in laboratory safety. Such training shall be the same safety training as that which is required for SJRMC laboratory employees. SJRMC shall ensure that students pass a laboratory safety test. The laboratory safety training shall include training in First Aid, Occupational Safety and Health Administration ("OSHA") Chemical Hygiene, OSHA Electrical Safety, OSHA Formaldehyde, OSHA Fire Safety, OSHA Tuberculosis and OSHA Bloodborne Pathogens.
- Section 18. Faculty. SJRMC will appoint faculty who have the ability to teach effectively at the baccalaureate medical technology level.
- Section 19. NAACLS Approval. Throughout the term of this Agreement, SJRMC shall maintain its status as a National Accrediting Agency for Clinical Laboratory Sciences-approved school of medical technology. This Agreement shall immediately terminate if SJRMC should cease to be a National Accrediting Agency for Clinical Laboratory Sciences-approved school of medical technology.
- Section 20. Term. The term of this Agreement shall be two (2) years from the Effective Date. This Agreement may be renewed upon written agreement of the parties.

Section 21. Termination. This Agreement may be terminated as follows:

- (a) This Agreement may be terminated by either party without cause upon written notice to the other party; provided, however, that the termination shall not be effective until the last day of the University/College academic semester or quarter, as applicable, immediately following the academic semester or quarter, as applicable, in which the notice of termination is given by the party. The foregoing notwithstanding, no new students will be enrolled in the Program after the date of the written notice of termination.
- (b) The parties acknowledge and agree that Section 21(a) is intended to permit students then currently enrolled in the Program on the date notice of termination is given to complete the Program and receive the applicable degree in Medical Technology from the University/College. The parties shall cooperate to ensure students currently enrolled in the Program on the date notice of termination is given complete the Program and receive the applicable degree.
- Section 22. Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by any party hereto of any term, covenant, condition or provision of this Agreement jeopardizes the licensure of any party, its participation in or the payment or reimbursement from the Medicare program, state sponsored Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by the Joint Commission or any other state or nationally recognized accreditation organization, as applicable, or the taxexempt status of SJRMC, or any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing SJRMC or any of its services, or if for any other reason said

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performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the education, medical technology or hospital fields, the party in jeopardy may at its option (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, any party may, at its option, terminate this Agreement immediately.

Section 23. Ethical and Religious Directives. The parties agree that all services to be performed by students hereunder shall be performed in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Fourth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "Directives"). A copy of the Directives is available at: http://www.usccb.org/bishops/directives.shtml.

Section 24. Compliance With CHI Standards of Conduct. The University/College recognizes that it is essential to the core values of SJRMC that all persons and entities employed by or otherwise contracting with SJRMC, and its affiliated hospitals, health facilities and programs, at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the Catholic Health Initiatives Standards of Conduct, as may from time to time be amended by Catholic Health Initiatives ("CHI"). The University/College acknowledges that it has received a copy of the CHI Standards of Conduct, attached as **Exhibit A** hereto, and has read and understands the same, and hereby agrees that so long as this Agreement remains in effect, it will act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent the same are applicable to the University/College in the performance of this Agreement. In the event that SJRMC determines in good faith that the University/College has breached its obligations pursuant to this Section, SJRMC may, upon notice to the University/College, immediately terminate this Agreement.

Section 25. Use of Protected Health Information. Insofar as SJRMC is a "covered entity" as defined by, and is subject to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder regarding the privacy of individually identifiable health information and the security standards (the "Privacy and Security Regulations"), and insofar as SJRMC is granting the University/College and students access to patients' Protected Health Information (as defined below), permitting the University/College and/or students to create Protected Health Information regarding SJRMC's patients, and permitting the University/College to use SJRMC patients' Protected Health Information to provide clinical training and experience for the University/College's students and trainees, the University/College hereby warrants and agrees as follows:

(a) Definitions

(i) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside of the party's internal operations.

- (ii) "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.
- (iii) "Protected Health Information" or "PHI" means information, whether oral or recorded in any form or medium, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by, or from, or is created by, or is made accessible to, either of the parties, in connection with the obligations of either or both parties under this Agreement. PHI includes without limitation, Electronic PHI.
- (iv) "Minimum Necessary Information" means (i) in the case of routine and recurring types of Disclosures, the set of data or records which SJRMC determines is reasonably necessary to achieve the purpose of the Disclosure; and (ii) in the case of non-routine or non-recurring Disclosures, the set of data or records which SJRMC determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by SJRMC.
- (v) "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within the party's internal operations.
- (vi) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations including, but not limited to, 45 C.F.R. §§ 160.103 and 164.501.
- (b) Obligations Of The University/College
 - (i) Permitted Uses and Disclosures of PHI. The University/College shall Use and Disclose PHI solely and in an amount that is minimally necessary to carry out the terms of this Agreement. The University/College shall keep in confidence and shall not Use or Disclose PHI, whether in electronic, paper, oral or any other form or medium, for any other purpose. The University/College shall cause its employees, representatives, students, trainees, agents and subcontractors to comply with this Section.

- (ii) Adequate Safeguards for PHI. The University/College warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement. The University/College shall cause its employees, representatives, students, trainees, agents and comply with the safeguards subcontractors to the University/College implements pursuant to this Section. The University/College warrants that it shall implement administrative, safeguards that reasonably physical and technical appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates, receives, maintains or transmits on behalf of SJRMC as required by the Privacy and Security Regulations.
- (iii) Non-Permitted Use or Disclosure. The Reporting University/College shall immediately notify SJRMC of each Use or Disclosure of PHI, of which the University/College becomes aware, that is made by the University/College, its employees, representatives, students, trainees, agents or subcontractors that is not specifically permitted by this Agreement. University/College shall report to SJRMC any Security Incident of which if becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use or disclosure, modification, or destruction of information or interference with the system operations in an information system. The University/College shall provide in such notice the remedial or other actions undertaken to correct the unauthorized use or disclosure.
- (iv) Breach or Misuse of PHI. SJRMC may terminate this Agreement, without penalty and effective immediately, upon notice that any breach of confidentiality or misuse of PHI by the University/College, its employees, representatives, students, trainees, agents or subcontractors has occurred or that the University/College has not appropriately safeguarded PHI to SJRMC satisfaction.
- (v) Mitigation. The University/College shall mitigate, to the extent practicable, any harmful effect that is known to the University/College of a Use or Disclosure of PHI by the University/College in violation of the requirements of this Agreement.
- (vi) Indemnification. The University/College shall indemnify and hold SJRMC harmless from and against all claims, liabilities, damages, judgments, fines, assessments, penalties, awards and other expenses out of or in any manner connected with the unauthorized

Use or Disclosure of PHI by the University/College or breach of this Section.

- (vii) Disposition of PHI Upon Termination or Expiration. termination or expiration of the Agreement, the University/College shall either return or destroy, in SJRMC's sole discretion and in accordance with any instructions by SJRMC, all PHI in the possession or control of the University/College, its employees, representatives, students, agents or subcontractors. However, if neither return nor destruction of PHI is feasible, retain PHI provided that University/College may University/College (i) continues to comply with the provisions of this Section for as long as it retains PHI, and (ii) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.
- (viii) Written Assurances. The University/College shall require each of its employees, representatives, students, trainees, agents and subcontractors that create, receive or have access to PHI in connection with this Agreement to execute a written confidentiality agreement obligating the employee, representative, student, trainee, agent or subcontractor to comply with all the terms of this Section.
- (c) This Section shall survive the termination of this Agreement.

Section 26. Notices. The University/College and SJRMC shall each designate an individual who shall be authorized to communicate with the other party with respect to this Agreement. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or: (i) on the second (2nd) business day following delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (ii) on the second (2nd) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to University/College:

Lincoln University 820 Chestnut St. Jefferson City, MO 65102-0029

Attention: Jennier Denne

Facsimile No.: 573-681-5944

If to SJRMC:

St. John's Regional Medical Center Medical Technology Program 2727 McClelland Blvd. Joplin, Missouri 64801

Attention: Director of Contract Services

Facsimile No.: (417) 659-6910

Section 27. Books and Records. If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, each party shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under this Agreement. Each party further agrees that in the event such party carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request of the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

Section 28. Excluded Provider. Each party hereby represents and warrants that such party is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other parties of any threatened, proposed, or actual exclusion of such party from any federally funded health care program, including Medicare and Medicaid. In the event that any party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that a party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify and hold harmless the other parties against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any

violation of this Section by such party or due to the exclusion of such party from a federally funded health care program, including Medicare or Medicaid.

- Section 29. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.
- Section 30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed wholly within that state, irrespective of choice-of-law principles.
- Section 31. Partial Invalidity. Subject to Section 22 above, if any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- Section 32. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement are in addition to any others that said parties may be entitled to by law and shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- Section 33. No Assignment. Except as otherwise expressly provided in this Agreement, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.
- Section 34. Waiver. No waiver of or failure by any party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- Section 35. Expenses. Except as may be specifically provided for in this Agreement, all parties shall bear their own expenses incurred in connection with this Agreement and the transactions contemplated herein, including, but not limited to, legal and accounting fees.
- Section 36. Further Assurances. Each party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.
- Section 37. No Third Party Rights. This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and

permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

Section 38. Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees.

Section 39. Integration. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties with regard to the subject matter hereof. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

Section 40. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration; provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

Section 41. General Interpretation; Ambiguities. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any person.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands on the day and year first above written.

SJRMC:

ST. JOHN'S REGIONAL MEDICAL CENTER, JOPLIN, MISSOURI

Ву

Debbie Linnes, President/CEO

By.

Connie Wilkins, MS, MT (ASCP)

Program Director

UNIVERSITY/COLLEGE:

LINCOLN UNIVERSITY

By (Auslyn R. Malso)
Administrative Representative

Medical Technology Advisor

EXHIBIT A

STANDARDS OF CONDUCT

CHI and SJRMC will conduct their affairs in accord with the words and deeds of Jesus as handed on in the Catholic faith tradition. This faith tradition is rooted in a commitment to contribute to the common good of the community and to promote and defend the human dignity of each member of that community, especially those who are poor and vulnerable.

All activities of CHI and SJRMC support their ministry of offering health services to the communities they serve and are based upon CHI's core values. As a living expression of those values, this document is a work in progress.

The following standards are fundamental and are based on the expectation that all associated with CHI and SJRMC will meet these requirements. CHI and SJRMC are committed to the highest standards of business ethics and integrity. As a minimum standard, everyone associated with CHI and SJRMC will conduct his or her activities in compliance with applicable laws. Everyone associated with CHI and SJRMC has a duty to act in a manner consistent with their core values and the following standards derived from them:

- Exercise good faith and honesty in all dealings and transactions;
- Create a workplace that fosters community, respects the inherent dignity of every person, promotes employee participation and ensures safety and well-being;
- Maintain a high level of knowledge and skill among all who serve in order to provide high quality care;
- Observe all laws and regulations that govern what we do;
- Provide accurate and truthful information in all transactions;
- Maintain and protect the confidentiality of patient, resident, employee and organizational information;
- Exercise responsible stewardship of human and financial resources; and
- Avoid conflicts of interest and/or the appearance of conflicts.

4816-5023-5137.1 Revised 12/2006

^{*} From Ethics at Work 5/04