

**ANDERSON HEALTHCARE
CONFLICT DISCLOSURE STATEMENT**

I agree to avoid all actual and perceived Conflicts of Interest and shall abide by the Conflict of Interest Policy. I understand that a Conflict of Interest arises when there is a conflict between my personal stake in a matter and my fiduciary responsibility to Anderson Healthcare caused by a financial interest, position, activity, or other relationship with a third party.

I understand it is not possible to list all types of Conflicts of Interest, but I agree to the following general principles:

- ▶ Products and services are to be bought and sold based solely on their value and merit. If I am involved in purchasing goods or pricing services, I may not give, receive, offer, or solicit any personal gifts, favors, or any payment in the nature of a bribe or kickback that influences or might appear to influence purchase and pricing decisions.
- ▶ Any outside activity, such as a second job or a significant interest in another business, shall not involve any personal interest that could affect my independent judgment with my duties or discredit or embarrass Anderson Healthcare.
- ▶ Neither my immediate family or I may have any personal interest in any sale or purchase of property by Anderson Healthcare.
- ▶ I may not convey Anderson Healthcare property or proprietary or confidential information or provide unpaid services to a member of the public or to an employee or agent unless approved in writing by a member of senior management/Chairman of the Board of Trustees, as appropriate.
- ▶ I shall disclose all possible Conflicts of Interest when those interests may affect or be perceived as affecting a decision on a proposed Anderson Healthcare transaction or arrangement.

I may not enter into any agreement or arrangement that, either directly or indirectly, calls for a commission, rebate, consultant or service fee, bribe, or kickback or one where a good faith inquiry of the surrounding circumstances reveals the intent or probable result is to reward improperly including agreements or arrangements with:

- ▶ Any employee or official or other representative of any government or governmental agency or entity (including the military).
- ▶ Any officer, director, trustee, employee, shareholder or other representative of an institution with which Anderson Healthcare has an existing or prospective business relationship.
- ▶ Any officer, official, member or other representative of a union.

I will not give inducement to such individuals to take action favorable to Anderson Healthcare or myself. The concept of an improper reward includes the giving of anything of value. Examples such as free or special price services or trips at Anderson Healthcare's expense, without a proper business purpose, may constitute improper payment just as readily as a cash payment. No action that would otherwise be suspect shall be permissible merely because it appears to be customary in a particular location or particular area of business activity.

I understand that the practices of write-offs, discounting and forgiveness of debt shall be subject to interpretation as gifts, inducements, or even bribes. I understand that requests for special billing or payment procedures that suggest possible violations of law such as evasion of income tax, currency exchange controls or price, or profit

controls are contrary to policy and that no such billing or payment procedures shall be used. Such practices can result in false, artificial, or misleading entries in the books or records of Anderson Healthcare and are prohibited.

I understand that I am subject to termination if it is determined that I have violated this agreement.

I understand that I should disclose any situation that may potentially result in a Conflict of Interest so as to permit an impartial and objective determination. Please answer the following questions:

1. Do you have another job?

Yes: Include name of employer and job title: _____

No

2. Do you work or consult for a healthcare vendor who sells medical products or services?

Yes: Include Name of healthcare vendor and job duties: _____

No

3. Do you or any of your Family Members (spouse, child, grandchild, great-grandchild, parent, or sibling (whether adopted, biological, step, or half-blood) and any spouse of a Family Member) have full or partial financial ownership in a healthcare or healthcare-related business?

Yes: Include name of the business and list Family Member(s) who have full or partial financial ownership: _____

No

4. After reading this form, do you have any other information to disclose which you believe might create, or could possibly give the perception of, a Conflict of Interest?

Yes: please describe: _____

No

Comments:

Signature

Date

Printed Name

Position/Title