

DISCLOSURE OF INTERESTS THAT CREATE A POTENTIAL OR ACTUAL CONFLICT OF INTEREST

STATEMENT OF PURPOSE

As an Agent or Contractor of Neighborhood Healthcare, I hereby certify that I understand that Neighborhood Healthcare (Neighborhood) is a non-profit, 501(c)(3) organization and must therefore strictly comply with the standards of the Internal Revenue Service ("IRS"). I will take reasonable measures to identify and avoid potential conflicts of interest in my relationship with Neighborhood and in carrying out my duties on behalf of NEIGHBORHOOD. I will comply with Neighborhood's compliance program and its related policies and procedures, such as those policies that relate to Neighborhood's tax-exempt status, corporate and fiscal responsibility, conflicts of interest, and best business practices, policies and others related to the business of Neighborhood.

I understand that I owe certain duties to Neighborhood including loyalty to Neighborhood. I understand that one aspect of fulfilling my duties to Neighborhood is to avoid actual or potential Conflicts of Interest where my allegiance might be divided or appear to be divided between a position of responsibility to Neighborhood, and another professional, personal, business or volunteer position or responsibility.

To help avoid actual or potential Conflicts of Interest, I am disclosing other responsibilities and affiliations that may create or appear to create a Conflict of Interest about my duties to Neighborhood and I agree to further disclose any such actual or potential Conflicts of Interest that may arise after I complete this form. I invite any further inquiry by Neighborhood that it deems appropriate.

AGREEMENT AND DISCLOSURE

I have read Neighborhood's Conflicts of Interest policy. I understand the definition of Interests and agree to supplement this Disclosure Form if additional interests arise. Further, I understand that a violation of these standards may, depending on the severity of the violation, subject me to oral admonishment, written reprimand, reassignment, demotion, suspension, and/or dismissal, in addition to legal penalties which might apply.

- 1. Disclosure of business relationships (e.g., an actual or forthcoming compensation arrangement either by contract or employment) with (1) Neighborhood, (2) an entity with which Neighborhood has entered (or is negotiating to enter) a transaction or arrangement, or (3) an entity that is a competitor or potential competitor of Neighborhood.
- 2. Disclosure of financial relationships (*e.g.*, a controlling ownership, investment interest, employment relationship or other relationship that a reasonable person would deem to be significant) with or tangible personal benefits from: (1) an entity with which Neighborhood has entered (or is negotiating to enter) a transaction or arrangement, or (2) an entity that is a competitor or potential competitor of Neighborhood;

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- 3. Disclosure of fiduciary relationships (e.g., Board member or trustee) with (1) an entity with which Neighborhood has entered (or is negotiating to enter) a transaction or arrangement, (2) an entity that is a competitor or potential competitor of Neighborhood.
- 4. Disclosure of personal relationships with an individual who has a business, financial or fiduciary relationship;
- 5. I know of no professional or business interests, that might give rise to an actual or apparent Conflict of Interest or otherwise impair my ability to make decisions in the best interests of Neighborhood.
- 6. I warrant that I am not debarred, Suspended, or otherwise excluded from participation in any state or federally funded programs. I agree to notify the Corporate Compliance Officer, as applicable, if I become debarred, suspended, or otherwise excluded from participating in any state or federally funded programs. I will also notify the Corporate Compliance Office at Neighborhood Healthcare, if I am aware of any conflict of interest.

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