

**EXHIBIT A****CONFLICTS OF INTEREST POLICY OF  
THE REACH HELATHCARE FOUNDATION****I. Purpose**

The Purpose of this Conflict of Interest (“**Policy**”) of The REACH Healthcare Foundation (“**REACH**”) is to protect the interests of REACH when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a member of the Board of Directors of REACH (“**Board**”), a Principal Officer of REACH (“**Principal Officer**”), a member of a REACH Committee with Board-delegated powers (“**Committee**”), or any other employee as may be designated by the Board and to protect the confidentiality of communications made in “**Executive Session**” as defined below. In order to preserve and protect the integrity of REACH and its decisions, and to foster an open and trusting relationship between and among members of the Board and the REACH staff, this Policy requires such members of the Board, Principal Officers, Committee members and REACH employees to maintain the highest standard of corporate ethics not only to avoid conflicts of interest in REACH’s affairs, but also to avoid even the appearance of impropriety that undisclosed dualities of interest can creat. This Policy is intended to supplement but not replace any applicable laws governing conflicts of interest and fiduciary duties applicable to nonprofit and charitable corporations.

**II. Definitions**

- A. **Aware:** Aware means actual knowledge without any duty to inquire.
- B. **Compensation:** Compensation is defined as direct and indirect remuneration (whether in cash or in kind), as well as gifts or favors that are substantial in nature.
- C. **Confidentiality:** Subject to the provision of Section 2 of Article I of the Bylaws, Confidentiality means any written or oral communication and all practices, procedures, member lists and other confidential information that has come into a Board member’s possession and that has been identified as confidential by REACH. Confidentiality includes any communications covered under the attorney-client privilege whether or not provided in Executive Session.
- D. **Conflict of Interest:** A Conflict of Interest exists with respect to any issue on which REACH may act where (i) an Interested Person has a Personal or Private Interest, or (ii) an Interested Person is “aware” that a member of his or her Family has a Personal or Private Interest.
- E. **Executive Session:** Executive Session shall mean those times when the Board or any Committee closes a meeting pursuant to Article I, Section 2 of the REACH Bylaws.

F. **Family:** Family is defined as that person's spouse, children, parents, or siblings.

G. **Interested Person:** Interested Person is defined as:

1. Any member of the REACH Board;
2. Any Principal Officer of REACH (including without limitation the President, Vice President, Secretary-Treasurer and Executive Director);
3. Any Member of a REACH Committee; or
4. Such other employees as shall be designated by the Board.

If a person is an Interested Person with respect to any entity related to REACH, he or she is an Interested Person with respect to all entities in the REACH organization.

H. **Personal or Private Interest:** A Personal or Private Interest is defined as one or more of the following interests, arising directly or indirectly:

1. An ownership or investment interest in any entity (other than a 5% or less ownership in a publicly-traded corporation) with which REACH has a transaction or arrangement;
2. A compensation arrangement with REACH or with any entity or individual with which REACH has a transaction or arrangement;
3. A position in a public office or institution, whether appointed, elected or employed, which will require participation in matters involving REACH;
4. An uncompensated consultant, officer, committee member or board member of any entity with which REACH has a transaction or arrangement or to which REACH makes a grant or other expenditure of funds; or
5. Any other interest which may compete with or conflict with the interests of REACH.

I. **Prohibited Action:** In addition to the policies and procedures set forth herein governing Conflicts of Interest and Confidentiality, it shall be a violation of this Policy to engage in any Prohibited Action. Prohibited Actions shall include any of the following: acceptance by any Principal Officer or Director of any personal loans or credit extensions by REACH, or any ethical violation detrimental to REACH.

J. **Third-Party(ies):** Third-Party(ies) means anyone who is not covered under REACH's attorney-client privilege or is not authorized by the Board to participate in the Executive Sessions of the Board.

### III. **Conflict of Interest And Confidentiality Procedure**

#### A. Procedure for Addressing Conflict of Interest

##### 1. **Disclosure of Potential Conflict of Interest**

Any Interested Person who has a Personal or Private Interest in a measure, contract, resolution, grant, grant application, grant performance review or other transaction presented to the Board or a Committee thereof for deliberation, authorization, approval, or ratification; or any Interested Person who reasonably believes such an interest exists in another person; must make a prompt, full, and frank disclosure of the Personal or Private Interest, either verbally or in writing, to the Board or Committee prior to its acting on such contract or transaction. The Interested Person must disclose the existence of his or her other Personal or Private Interest and all material facts, known to him or her about the Personal or Private Interest and potential Conflict of Interest.

##### 2. **Procedures Required for Board Action When a Conflict of Interest Exists**

- a. When an Interested Person has a Personal or Private Interest in any measure, contract, resolution, grant, grant application, grant performance review or other transaction presented to the Board or a Committee, the Board or Committee must follow the procedures below when acting on the related measure, contract, resolution, grant, grant application, grant performance review, or other transaction.
- b. The Interested Person may make a presentation at the Board or Committee meeting, but after such presentation and discussion, the Interested Person must leave the meeting during the vote on the grant transaction or arrangement that results in the Conflict of Interest.
- c. The Board or Committee may appoint, if appropriate, a disinterested person or committee to investigate alternatives to the proposed measure, contract, resolution, grant, grant application, grant performance review, transaction or other Conflict of Interest.
- d. After exercising due diligence, the Board or Committee will determine whether REACH cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances, from a person or entity that would not give rise to a Conflict of Interest.
- e. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise

to a Conflict of Interest, the Board or Committee shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in REACH's best interest and for its own benefit and whether the transaction is fair and reasonable to REACH and will make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

- f. The Board or Committee will further follow all conflicts of interest laws to the extent they apply to the Board.

B. Procedure for Addressing Confidentiality.

1. **Executive Sessions**

All Executive Sessions will be conducted consistent with Article I, Section 2 of the REACH Bylaws. Only those individuals authorized under REACH Bylaws to participate in Executive Session shall attend or participate.

2. **Written Material**

The Board or Committee will keep all written or documented Confidentiality separate from documents that are available to Third-Parties and will not reproduce or disclose such Confidentiality to any Third-Party unless expressly authorized to do so by formal action of the Board.

3. **Communications With Third-Parties**

The Board or Committee may not communicate to any Third-Party any Confidentiality unless expressly authorized to do so by formal action of the Board.

4. **Consultation With REACH Counsel**

To avoid an unauthorized disclosure of Confidentiality, the Board or Committee shall consult with REACH's legal counsel prior to responding to any Third-Party's request for the release of Confidentiality. Confidentiality may not be released without the prior approval of REACH's legal counsel in consultation with REACH's administration and the Board.

C. Enforcement and Violation of the Policy

- 1. The President and Executive Committee shall review and monitor the annual disclosure forms and bring to the attention of the Board or appropriate committee the disclosed Personal or Private Interests.

2. If the Board or Committee has reasonable cause to believe that an Interested Person has failed to disclose an actual or possible Personal or Private Interest, has disclosed to a Third-Party a Confidentiality or has engaged in a Prohibited Action, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose, alleged breach of Confidentiality or alleged Prohibited Action.
3. If, after hearing the response of the Interested Person and making such further investigation as may be warranted in the circumstances, the Board or Committee determines that the Interested Person has in fact failed to disclose an actual or possible Personal or Private Interest, disclosed to a Third-Party a Confidentiality or has engaged in a Prohibited Action, it shall take appropriate disciplinary and corrective action as outlined herein.

D. Disciplinary and Corrective Action

1. If the Board determines that an Interested Person has failed to disclose an actual or possible Personal or Private Interest, has disclosed to a Third-Party a Confidentiality, or engaged in a Prohibited Action, the Board may do one or more of the following:
  - a. counsel the Interested Person regarding his or her obligations under this Policy;
  - b. exclude the Interested Person from future discussions and voting on the matter at issue and any related matters;
  - c. exclude the Interested Person from participation on specified committees or as an officer of the Board.
2. If the Board determines that an Interested Person has failed to disclose an actual or possible Personal or Private Interest, disclosed to a Third-Party a Confidentiality, or engaged in a Prohibited Action, and the disciplinary and corrective actions outlined in Section III.D.1. would be insufficient to protect the best interests of REACH or would impair the Interested Person's ability to fulfill his or her responsibilities to REACH, then the Interested Person may be removed from his or her position as Director, Principal Officer, committee member, or employee in accordance with the applicable REACH Bylaws, policies and procedures.

E. Procedures for Adequate Record Keeping

The minutes of the meetings of the Board and all Committees with board-delegated powers must include:

1. The names of the persons who disclosed or otherwise were found to have a Personal or Private Interest in connection with an actual or possible

Conflict of Interest, the nature of the Personal or Private Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or Committee's decision as to whether a Conflict of Interest in fact existed; and

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussions, including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection therewith.

F. Distribution of Policy

This Policy must be distributed to all Interested Persons. The Foundation will periodically (but not less frequently than annually) distribute to Interested Persons a current list of Reach Vendors and Grant Applicants to facilitate compliance with the Policy. Each such Interested Person must sign an annual statement (substantially in the form attached hereto as Schedule 1) that the person:

1. Received a copy of the Policy;
2. Has read and understands the Policy;
3. Agrees to comply with the Policy;
4. Understands that the Policy applies to all of REACH's Committees and subcommittees having Board-delegated powers.

G. Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from REACH for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from REACH for services is precluded from voting on matters pertaining to that member's compensation.
3. Individuals who receive compensation, directly or indirectly, from REACH are precluded from membership on a committee whose jurisdiction includes compensation matters. No individual is prohibited from providing information to any committee regarding his or her compensation.

**PLEASE COMPLETE THE ATTACHED STATEMENT**

**THE REACH HEALTHCARE FOUNDATION  
CONFLICT OF INTEREST STATEMENT**

I acknowledge that I have received a copy of the Conflict of Interest Policy (“**Policy**”) of The REACH Healthcare Foundation (“**REACH**”), and that I have read, understand and agree to comply with the Policy.

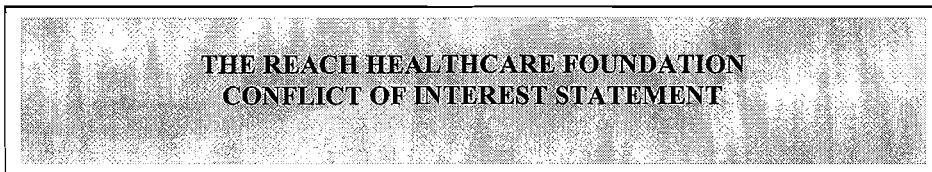
In accordance with the Policy, I hereby disclose and make a matter of record the potential conflicts of interest set forth on the Annual Disclosure Information Form. I understand that it is my duty to disclose any of the following with respect to myself, and to update this disclosure as circumstances warrant:

4. An ownership or investment interest in any entity (other than a 5% or less ownership in a publicly-traded corporation) with which REACH has a transaction or arrangement;
5. A compensation arrangement with REACH or with any entity or individual with which REACH has a transaction or arrangement;
6. A position in a public office or institution, whether appointed, elected or employed, which will require participation in matters involving REACH;
7. A position as an uncompensated consultant, officer, committee member or board member of any entity with which REACH has a transaction or arrangement or to which REACH makes a grant or other expenditure of funds; or
8. Any other interest which may compete with or conflict with the interests of REACH.
9. I become aware that a member of my Family has a Personal or Private Interest.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Schedule 1**



**ANNUAL DISCLOSURE INFORMATION FORM**

NAME: \_\_\_\_\_

**I. List of Boards, Employers, Offices.**

- A. (Control) List all of the organizations for which you or your spouse serve or have served as a member of the Board of Directors, Advisory Board, a Committee or in which you have or held the position of an officer during the last three years.
  
- B. (Compensation interest) List all of the organizations from which you receive directly more than \$5,000.00 per year in compensation in the form of wages, salaries, bonuses or contractual payments for goods or services during the last three years.
  
- C. (Public office) List any public office held by you in the last three years, whether or not you were paid or are being paid for holding such office.



**II. Known Conflicts.**

Attached is a current list of Reach vendors (“Vendors”) and Grant Applicants (“Applicants”). This list will be periodically updated by Reach. With respect to Reach and the Vendors and Applicants of Reach:

A. Do you have an ownership or investment interest in any entity (other than a 5% or less ownership in a publicly traded corporation) which is a Vendor or Applicant of Reach?

Yes  No

If yes, please specify:

B. Do you have a compensation arrangement with Reach or with any Vendor or Applicant of Reach?

Yes  No

If yes, please specify:

C. Are you an uncompensated consultant, officer, committee member, or board member of any Vendor or Applicant of Reach?

Yes  No

If yes, please specify:

D. Are you aware that a member of your Family has an interest with a Vendor or Applicant of Reach of the nature described above in A through E?

Yes  No

If yes, please specify:

E. Do you hold a position in a public office or institution, whether appointed, elected, or employed, which will require participation in matters involving Reach?

Yes  No

If yes, please specify:

F. Do you have any other interests which may compete with or conflict with the interests of Reach?

Yes  No

If yes, please specify: