

McLAREN

HEALTH CARE

Provider Statement of Business Integrity

The primary purpose of McLaren Health Care and its subsidiaries ("MHCC") is to provide health care services to the public. Therefore, the integrity of everyone connected with this organization is especially important. A conflict of interest can exist in any instance where the actions or activities of a contracted provider on behalf of MHCC or its subsidiaries, also involve the contracted provider obtaining or appearing to obtain an improper personal gain or advantage, or adversely impacting the interests of MHCC or the community. To maintain public trust, contracted providers are expected to act in the best interest of MHCC, shall conduct all activities on behalf of MHCC in good faith, and must be careful to avoid even the appearance of a conflict of interest. Specifically,

1. Contracted providers shall not solicit or accept anything of more than de minimus value, including a loan, reward, material or property, from a patient or a patient's family, visitor, contractor, supplier or competitor. Cash or the cash equivalent of any amount is strictly forbidden. Supplier sponsored entertainment activities and gifts may not be accepted under circumstances that could have the effect of influencing business decisions that are not in the best interest of the organization. If a correlation is found between a supplier-sponsored event or gift and an unsound business decision on the part of a contracted provider, the contracted provider may be in breach of his/her contract.
2. Contracted providers shall not use their contractual arrangement with MHCC or its subsidiaries, or any information received through their contractual arrangement, to obtain financial gain for themselves, a member of their family or a business with which the contracted provider, or a member of the contracted provider's family, is associated.
3. Unless (a) a contracted provider properly discloses to MHCC his/her personal financial interest in a contract, with such disclosure being made a matter of record; and (b) the contract is approved without vote or assent of the individual making such disclosure, then the contracted provider shall not be a party, directly or indirectly, to any contract between himself/herself and MHCC or any of its subsidiaries.
4. Contracted providers shall not make or participate in making decisions with respect to transactions on behalf of MHCC or its subsidiaries that potentially generate personal gain for the contracted provider or a member of the contracted provider's family, or any business with which the contracted provider or a member of the contracted provider's family is associated.
5. Contracted providers are expected to fulfill their responsibilities to MHCC in accordance with the provisions of their contract, and submit required documentation substantiating time spent and services provided.
6. All work product of the contracted provider, not limited to inventions, ideas, refinements, alterations of equipment, procedures, technology, all records and files concerning the operation of the MHCC, shall belong to and remain the property of MHCC. Contracted providers shall not remove any work product, records or files from MHCC's premises except in the ordinary course of performance of service for the benefit of MHCC. All such work product, records and files shall remain with and otherwise be tendered to MHCC upon the termination of the contractual arrangement. While contracted with MHCC or any of its subsidiaries, the contracted provider shall not disclose or make use of any trade secrets, proprietary or confidential information, with another organization that is in direct competition with MHCC or any of its subsidiaries.

Contracted providers will report to their subsidiary Chief Executive Officer (CEO) any situation that may be considered a conflict of interest that arises during their contractual arrangement with MHCC. The CEO will consult with the Corporate Director of Compliance before responding to the contracted provider who discloses a potential conflict. Failure to abide by the forgoing provisions may result in contract termination.