

CLINICAL AFFILIATION AGREEMENT

This Affiliation Agreement (the “**Agreement**”) is made by and between WHITE MEMORIAL MEDICAL CENTER, dba Adventist Health White Memorial, a California nonprofit religious corporation, hereinafter referred to as (“**Hospital**”) and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, hereinafter referred to as (“**School**”). Hospital and School are sometimes referred to in this Agreement individually as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS

- (a) School offers a program in Occupational Therapy (“the Program”) that requires clinical training in an accredited facility.
- (b) Hospital operates clinical facilities which are suitable for School’s Program and School desires to establish the Program at Hospital for students enrolled their Program. Hospital desires to support the Program to assist in the training of health care professions.
- (c) The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at Hospital.

Now therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

RESPONSIBILITIES OF SCHOOL

Accreditation.

School shall at all times during the course of this Agreement be licensed or qualified to offer the Program to students.

Academic Responsibility.

School shall develop the Program’s curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

Appointments.

Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed Party.

Background:

School will ensure that each student assigned to the Facility has been subject to a criminal background check, and that School has determined that each student assigned to the Facility:

- (a) has not been convicted of a felony, or misdemeanor involving any violent act, use or possession of a weapon; and
- (b) is otherwise fit to participate in the Facility based on such information; and
- (c) upon request, School will provide Facility with evidence that a criminal background check was performed prior to participation. Expense for background check to be covered by Student.
- (d) SCHOOL shall require each Program Participant to sign a Code of Conduct in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

Code of Conduct.

School hereby acknowledges receipt of Hospital's Code of Conduct, which is attached to this Agreement as Exhibit A, and agrees that School has been given ample opportunity to read, review, and understand the Code. With respect to School's business dealings with Hospital and School's performance of the Services described in this Agreement, School shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. School shall comply with the Code as it relates to School's business relationship with Hospital or any Adventist Health affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

Compensation.

Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

Confidentiality.

School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program. School shall ensure that all students and instructors are advised of the Hospital's requirement that they maintain the confidentiality of any and all patient and other information received in the course of the Program. Further, School shall ensure that students and instructors are advised of the Hospital's requirement that they do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program.

Dress Code: Breaks.

School shall require its students to appear and dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

Drug and Alcohol Testing: School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.

- (a) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- (b) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine.
- (c) (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

Documentation.

School shall maintain all attendance and academic records of students participating in the Program. School shall implement and maintain an evaluation process of the students' progress through the Program.

Health Clearance.

- (a) All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located.
- (b) To provide the Facility, upon written request, that a student has been tested and obtained a negative result on the TB skin test or has appropriate radiologic documentation; has evidence of immunity to measles (rubeola), mumps, rubella, Varicella and Hepatitis B (or has signed a waiver for non-compliance for Hepatitis B).

Hospital Policies and Procedures.

Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect the student when appropriate or necessary. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require every student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall advise students of the requirement to dress appropriately and wear photo ID badges

depicting their School affiliation and student status. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

Insurance.

- (a) School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Program Participants.
- (b) If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).
- (c) School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall be required the insurance carrier to notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

Number of Students.

School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program.

- (a) If Student is a Hospital Employee, Student shall clock out of his or hers regular hours to perform School duties. Student shall not perform Program duties during his/hers working time.

Orientation.

- (a) School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School will accept responsibility for assuring that students are familiar with training content on bloodborne pathogens as required by the Federal OSHA Bloodborne Pathogens Standard and that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to Standard Precautions.

- (b) School shall ensure that all students and instructors have current Health Care Provider Basic Life Support course completion cards.
- (c) School shall be responsible for instruction, counseling, control, discipline and all activities of students at Hospital.

Performance

All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

School Status

School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

Supplies and Equipment.

School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. Hospital shall not be responsible for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program.

RESPONSIBILITIES OF HOSPITAL

Acceptance of students in the program.

Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various

aspects of acute care patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

Access.

Hospital shall permit nonexclusive access to the Program to instructors and those students designated by School as eligible for participation in the Program at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital and staffing is not determined by the presence or absence of students. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

Documentation.

Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

Evaluation.

Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder

Implementation of Program.

Hospital agrees to cooperate with and assist in the planning and implementation of the Program at Hospital for the benefit of students from School.

Withdrawal

(a) Hospital may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

(b) Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of (a) above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

(c) That the Facility recognizes that the School is responsible for the learning experiences of students, but reserves the right in all emergency situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of an observer, with subsequent clarification to follow between instructor and the Facility representative.

TERM AND TERMINATION

Term.

The initial term of this Agreement shall be one (1) year, commencing as of the date of the final signature and terminating one (1) year therefrom. On the Expiration Date, this Agreement shall automatically renew for up to two (2) additional one (1) year terms unless and until either Party gives the other Party written notice of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the immediately preceding one (1) year term.

Termination.

Except as otherwise provided herein, either Party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed four (4) months.

GENERAL PROVISIONS

Amendment.

This Agreement may not be amended or modified except by mutual written agreement.

Survival.

All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

Indemnification

(a) School shall indemnify and hold harmless Hospital and its officers, medical staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. School shall indemnify Hospital against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by Hospital in defending or compromising actions brought against Hospital arising out of or related to the School's performance of duties hereunder.

(b) Hospital shall indemnify and hold harmless School and its officers, pharmacy faculty, staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act

or omission of the Hospital or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against Hospital arising out of or related to the Hospital's performance of duties hereunder.

Independent Contractor.

The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

Non-Discrimination.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

Entire Agreement.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

Captions.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

Waiver.

Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.

Jurisdiction.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

Compliance with HIPAA.

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "HIPAA Regulations"). Accordingly, HOSPITAL may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Student for purposes of providing treatment to Hospital patients or training the Student to be a health care provider. A Student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A Student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the Student's training program for Hospital's training program purposes. A Student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to school or its faculty, employees, agents or representatives for school's use in evaluating the Student. School, Students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which school or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that school contracts with any agents or independent contractors to whom school provides Protected Health Information, school shall include provisions in such agreements pursuant to which school and such agents or independent contractors agree to the same restrictions and conditions that apply to school with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the HIPAA Regulations.

Assignment; Binding Effect.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Notices.

All notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

If to Hospital:

Education & Training Department
White Memorial Medical Center
1720 E. Cesar Chavez. Ave.
Los Angeles, CA 90033

If to School:

OTA Fieldwork Coordinator
Santa Ana College
1530 West 17th Street.
Santa Ana, CA 92706-3398

Participation in Federal and State Programs.

Parties hereby represent that they are not debarred, suspended or otherwise ineligible to participate in any federal or state health care program.

Execution of Agreement.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

Authority to Sign.

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

WHITE MEMORIAL MEDICAL CENTER

Name: Patricia Stone

Title: PCE

DATE: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
On Behalf of Santa Ana College

Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

DATE: _____

Exhibit A

YOUR RESPONSIBILITIES

CORPORATE COMPLIANCE PROGRAM

This program provides a standard for ethical behavior and a reporting system for notifying management of potential ethical breaches. The organization's legal board adopted the formalized compliance program, which consists of written policies, procedures, and a code of conduct designed to prevent violations of applicable laws, regulations, policies and procedures. In addition it is designed to detect and correct violations, should they occur.

You may find the entire compliance program on Adventist Health's Roseville Connect Intranet page at: <https://connect.ah.org/portal/site/admin> under the Corporate Compliance Department "Compliance Program" folder or on Adventist Health's web page under "About Us:" <http://www.adventisthealth.com/aboutus/goDocDocument.asp?CN=3&DID=970>.

Adventist Health is a highly regarded healthcare provider. Our reputation has been achieved through the dedication of individuals committed to quality, honesty and fairness. Each of us is responsible for continuing to protect and enhance that reputation for the future. The Adventist Health Code of Conduct is based on the biblical counsel to treat others as we would have them treat us. Great effort is taken to ensure that as officers, employees, contractors or volunteers of Adventist Health and its affiliates, we conduct ourselves with integrity in accordance with all applicable laws and ethical business standards.

The material that follows is Adventist Health's formalized Code of Conduct, which in turn is followed by a brief description of the Federal and State laws addressing false claims and whistleblower protections.

POLICY: CODE OF CONDUCT

PURPOSE:

To ensure the organization fulfills its ethical responsibility to patients, staff, physicians, third party payers, subcontractors, independent contractors, vendors, consultants, one another and the community. This Code of Conduct was developed to ensure we meet our ethical standards and comply with applicable laws and regulations.

DEFINITION:

WMMC: For the purposes of this Code of Conduct, WMMC refers to the White Memorial Medical Center, which includes all medical center departments, services, and clinics maintained and supported under the Department of Public Health hospital license.

WMMC Staff: For the purposes of this Code of Conduct, WMMC Staff refers to WMMC executives; employees; Graduate Medical Education physician residents; students; volunteers; contractors and subcontractors who provide patient care; contractors and subcontractors who provide billing and coding services; and contractors and subcontractors who develop, manage, and review WMMC Arrangements.

WMMC Medical Staff: For the purposes of this Code of Conduct, WMMC Medical Staff refers to members of the WMMC Medical Staff and WMMC credentialed allied health practitioners.

Board: For the purposes of this Code of Conduct, the Board refers to both the Adventist Health Legal Board and the WMMC Governing Board.

POLICY:

It is the responsibility of every WMMC Staff member, WMMC Medical Staff member and Board member to act in a manner that is consistent with the WMMC's Guiding Principles and this Code of Conduct. Additionally, WMMC Medical Staff are governed by specific conduct rules outlined in their Bylaws.

Introduction:

White Memorial Medical Center is committed to upholding the highest standards of ethical behavior in improving the quality of life and health of our community. We are driven by our Mission, Vision and Guiding Principles.

Our Mission:

As a Seventh-day Adventist medical center, we are a family of caring professionals serving our community with a passion for excellence, a spirit of Christian service and a commitment to medical education.

Our Vision:

WHITE MEMORIAL MEDICAL CENTER, ALONG WITH ITS PHYSICIANS AND COMMUNITY PARTNERS, WILL BECOME AN INTEGRATED HEALTH SYSTEM THAT CARES FOR ITS COMMUNITY AND PEOPLE WHO COME FROM THROUGHOUT THE REGION FOR SPECIALTY CARE. BECAUSE OF OUR SIZE, SCOPE OF SERVICE AND REPUTATION, WE WILL BE AN INDISPENSABLE COMPONENT OF ANY LARGER NETWORK WISHING TO SERVE EASTERN LOS ANGELES.

WHEN IT COMES TO VALUE, WHITE MEMORIAL MEDICAL CENTER WILL PERFORM IN THE TOP QUARTILE OF PROVIDERS IN SOUTHERN CALIFORNIA.

Our Guiding Principles: I will:

1. Take personal responsibility to ensure the safety of patients, co-workers, and all others I come into contact with while at work.
2. Reach for the highest standards in my work.
3. Be honest in all things.
4. Provide services that my customers say are excellent.
5. Use all resources responsibly and efficiently.
6. Treat others with the same compassion and respect I would want my family to experience.

Our Responsibilities as the Chief Executive Officer, Chief Financial Officer and Senior Leaders:

WMMC Senior Leadership is responsible for maintaining a culture that supports this Code of Conduct. Additionally, all provisions of this Code of Conduct and particularly those provisions relating to ethical conduct, conflicts of interest, compliance with law, and internal reporting of violations of the Code, bind the CEO and Senior Financial Officer. The CEO and Senior Financial Officer also have the responsibility for full, fair, accurate, timely and understandable disclosure in the periodic reports and submissions filed by WMMC with the designated Medicare Administrative Contractor for California, Centers for Medicare & Medicaid Services (CMS), various Federal and State agencies, the Internal Revenue Service, the Office of Statewide Planning Health and Development (OSHDP), and the Joint Commission as well as in other public communications made by the organization. Accordingly, it is the responsibility of the CEO and each senior leader to promptly bring to the attention of the Local Compliance Committee any information that materially affects the disclosures made by WMMC in its public communications. The CEO and Senior Financial Officer also shall bring promptly to the attention of the Local Compliance Committee any information he/she may have concerning significant deficiencies in the design or operation of internal controls which could adversely affect the WMMC's ability to record, process, summarize and report financial data; or any fraud, whether or not material, that involves management or other WMMC Staff who have a significant role in WMMC's financial reporting, disclosures or internal controls.

Our Responsibilities as Leaders:

While all WMMC Staff is obligated to follow our Code of Conduct, we expect our leaders to set an example and be role models. We expect everyone in the organization with supervisory responsibility to exercise that responsibility in a kind, sensitive, thoughtful, and respectful manner. We also expect that leaders will ensure their teams have sufficient information to comply with laws, regulations, and policies, as well as the resources to resolve ethical dilemmas. Leaders must help to support a culture within WMMC that promotes the highest standards of conduct, ethics and

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compliance. This culture must encourage everyone in the organization to share concerns immediately. We must never sacrifice ethical and complaint behavior in the pursuit of business objectives.

Our Responsibility to Our Patients

Quality of Care and Patient Safety

We are committed to the delivery of safe, effective, efficient, compassionate and satisfying patient care. We treat all patients with warmth, respect and dignity and provide care that is both necessary and appropriate. We ensure that the WMMC Staff and Medical Staff provide appropriate, quality patient care by:

- Individualizing care for each patient with care plans that document the reason(s) for the level of care, goals and objectives, interventions and participation by appropriate professionals, and which are reviewed and revised according to each patient's needs. Clinical decision making is never based on financial class of patients, ability to pay, or referrals.
- Ensuring we never discontinue necessary patient treatment, or provide unnecessary patient care for financial reasons.
- Using adequate numbers of appropriately trained staff to implement each patient's care plan.
- Establishing a system that incorporates the use of best practices or established standards. WMMC uses generally accepted indicators that help us to measure the quality of care provided. Agencies that have developed these indicators include, for example, the Conditions of Participation of the Centers for Medicare & Medicaid Services (CMS), and the standards and surveys of The Joint Commission.
- Supporting our Medical Staff in monitoring quality, utilization of resources and the appropriateness of care plans.
- Providing WMMC Staff and Medical Staff with adequate resources to do their work.
- Evaluating technological advancements occurring in the marketplace and allocating resources for the purchase of appropriate medical and other related equipment to ensure quality and patient safety and to create an overall culture that makes patient safety paramount.
- Utilizing a comprehensive and effective approach to credentialing, privileging, and peer review for potential and active members of the Medical Staff.
- Sustaining a culture that encourages questions about whether the quality or patient safety commitments set forth in this Code of Conduct are being fully met and that requires individuals to raise concerns through appropriate channels until a concern or question has been addressed and resolved. Additionally, patients, WMMC Staff and physicians with a concern about the safety and quality of care provided at WMMC may report these concerns to The Joint Commission or the WMMC Patient Safety Hotline as follows:

White Memorial Medical Center (WMMC)

1. Telephone at 323-268-5000, ext. 4367

2. By letter, addressed to:

Organizational Excellence Department White Memorial
Medical Center
1720 Cesar E. Chavez Ave.
Los Angeles, CA 90033

3. WMMC's Patient Safety Hotline. Extension 7233 (SAFE)

4. AH Corporate Compliance Hotline:
(888) 366-3833

The Joint Commission

1. Telephone: 800-994-6610

2. In writing:

Office of Quality Monitoring
The Joint Commission
One Renaissance Blvd.
Oakbrook Terrace, IL 60181

3. Email: complaint@jointcommission.org

This commitment to quality and patient safety is an obligation of every WMMC Staff and Medical Staff member.

Patient Rights

We ensure appropriate care for all patients. We make no distinction in the availability of services; the admission, transfer or discharge of a patient; or in the care we provide based on age, gender, disability, sexual orientation, race, color, religion, national origin, ability to pay or type of insurance. We recognize and respect the diverse backgrounds and cultures of our patients and make every effort to equip our caregivers with the knowledge and resources to respect each patient's cultural heritage and needs. We are mindful that our community is becoming more diverse. Accordingly, we educate our staff to ensure they are equipped to meet our patient's needs in a culturally sensitive manner. We develop and implement policies and procedures to protect patient rights in the delivery of patient care. These policies and procedures are located in administrative or patient care manuals which include patient rights, informed consent, advance directives, grievance management, withholding and withdrawing of life support and pastoral counseling. We support and facilitate patients' rights to access guardianship, advocacy, conservatorship, child and/or adult protective services by providing information as requested and referrals. (See: Abuse/Neglect: Reporting and Identification of Suspected Child Abuse, Elder and/or Dependent Adult Abuse, Domestic Violence and Sexual Assault Policy). The Social Work Services Department is responsible for ensuring that the proper protective agencies are notified as required by county, state and federal laws (See: Attachments). Each patient is provided with a written statement of patient rights and a notice of privacy practices. These statements conform to all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as HIPAA). These policies are available through WMMC intranet.

Patient Information

We are committed to ensuring confidentiality of records and related information for all patients. Consistent with HIPAA, we do not use, disclose or discuss patient-specific information, including patient financial information, with others unless it is necessary to serve the patient or required by law.

WMMC Staff must never use or disclose confidential information that violates the privacy rights of our patients. In accordance with our privacy and security policies and procedures, which reflect HIPAA requirements, no WMMC Staff or WMMC Medical Staff has a right to any patient information other than that necessary to perform his or her job or responsibilities. Any breach of confidentiality represents a failure to meet the professional and ethical standards expected, and constitutes a violation of this Code of Conduct. A full confidentiality statement is received and accepted by each employee as part of the Employee Handbook. We also expect our vendors involved in patient care to perform and provide services consistent with the applicable HIPAA laws. We include HIPAA Business Associate language in our agreements with these vendors.

Emergency Treatment

We follow the Emergency Medical Treatment and Active Labor Act (EMTALA) in providing an emergency medical screening examination and necessary stabilization to all patients, regardless of ability to pay. Provided we have the capacity and capability, anyone with an emergency medical condition is treated. In an emergency situation or if the patient is in labor, we will not delay the medical screening and necessary stabilization treatment in order to seek financial and demographic information. We do not admit, discharge, or transfer a patient with an emergency medical condition simply based on their ability or inability to pay or any other discriminatory factor.

A patient with an emergency medical condition is only transferred to another facility at the patient's request or if the patient's medical needs cannot be met at WMMC and appropriate care is knowingly available at another facility. Patients are only transferred in strict compliance with state and federal EMTALA regulatory and statutory requirements.

Our Responsibilities to and with our Physicians

Healthcare services like those owned and operated by WMMC are a collaboration between WMMC Staff and WMMC Medical Staff members. As in any collaboration, each party has important roles and responsibilities. WMMC is committed to providing an excellent work environment for WMMC Medical Staff. WMMC Staff interacts with

WMMC Medical Staff members in a respectful and supporting way. We require WMMC Medical Staff members to be familiar with and comply with this Code of Conduct.

a. Interactions with Physicians:

Federal and state laws and regulations govern the relationship between hospitals and physicians who may refer patients to WMMC. The applicable federal laws include the Anti-Kickback Law and the Stark Law. It is important that WMMC Staff who interact with physicians (particularly those WMMC Staff who make payments to physicians for services rendered, provide space or services to physicians, recruit physicians to the community, and/or arrange for physicians to serve in leadership positions in the organization) are aware of the requirements of the laws, regulations, and policies that address relationships between WMMC and physicians. If relationships with physicians are properly structured, but not diligently administered, such failure to administer the arrangements as agreed results in a violation of the law. Any arrangement with a physician must be structured to ensure compliance with legal requirements. Most arrangements must be in writing and approved by the Compliance Department. Failure to meet all requirements of these laws and regulations can result in serious consequences for WMMC.

b. We do not pay for referrals.

We accept patient referral and admissions based solely on the patient's medical needs and our ability to render the needed services. We do not pay or offer to pay anyone—staff, physicians, or other persons or entities- for the referral of patients.

c. We do not accept payments for referrals we make.

No WMMC Staff member or any other person acting on behalf of WMMC, is permitted to solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. Similarly, when making patient referrals to another healthcare provider, we do not take into account the volume or value of referrals that the provider has made to us.

d. We do not Extend Business Courtesies and/or Tokens of Appreciation to Potential Referral Sources, Outside of the WMMC Policies.

Any entertainment, gift or token of appreciation involving physicians or other persons who are in a position to refer patients to WMMC must be undertaken in accordance with WMMC policies. These policies were developed to be in compliance with federal laws, regulations, and rules regarding these practices. WMMC Staff must consult WMMC policies or our Compliance Department prior to extending any business courtesy or token of appreciation to a potential referral source.

Our Responsibilities to Ensure Legal and Regulatory Compliance

WMMC provides many types of healthcare services. These services are provided pursuant to appropriate federal, state, and local laws and regulations, and federal conditions of participation. Such laws, regulations, and conditions of participation may include, but are not limited to, subjects such as certificates of need, licenses, permits, accreditations, access to treatment, consent to treatment, medical record-keeping, access to medical records and confidentiality, patients' rights, clinical research, end of life care decision making, medical staff membership and clinical privileges, and Medicare and Medicaid program requirements. The organization is subject to other numerous laws in addition to these healthcare laws, regulations, and the conditions of participation.

WMMC has developed policies and procedures to address many legal, accreditation, certification and regulatory requirements. However, it is impractical to develop policies and procedures that encompass the full body of applicable law, standards, conditions and regulations. Such laws, standards, conditions and regulations not covered in organizational policies and procedures must still be followed. There is a range of expertise within WMMC, including operations counsel and numerous functional experts, who should be consulted for advice concerning human resources, legal regulations and statutes, established standards and applicable conditions of participation.

Anyone aware of violations or suspected violations of laws, regulations, standards and the conditions of participation, or WMMC policies and procedures must report them immediately. There are many individuals to whom WMMC Staff may voice such concerns including supervisors, any member of the WMMC Leadership Team, the Vice President of Human Resources, the Compliance Officer, the Compliance Department, the Adventist Health Compliance Officer or Compliance hotline.

Accreditation and Surveys

From time to time, government agencies and other entities conduct surveys at WMMC. Accreditation or external agency surveys are extremely significant and broader than the scope of this Code of Conduct. In preparation for, during and after surveys, WMMC Staff and WMMC Medical Staff must comply with all accrediting and external agency surveyors in a direct, open and honest manner and with accurate information.

In preparation for, or during a survey or inspection, WMMC Staff must never conceal, destroy, or alter any documents, lie; or make misleading statements to the agency representative. Also, WMMC Staff must never attempt to cause another staff member to fail to provide accurate information or obstruct, mislead, or delay the communication of information or records relating to a possible violation of law. No action should ever be taken, directly or indirectly, to mislead the accrediting or external agency survey teams.

Federal and State False Claims Acts

Federal and State False Claims Acts prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval, or knowingly making or using, or causing to made or used, a false record or statement to get a false or fraudulent claim paid or approved.

The penalties for violating the Federal or State False Claims Act include:

- Civil monetary penalties of up to \$10,000 for each false claim submitted;
- Three times the amount of damages the government sustains because of the false claim; and,
- The costs of the legal action brought to recover for the false claim.

A private citizen may file suit under the Federal and State False Claims Acts on behalf of the government if the citizen has direct and independent knowledge of the submission of a false claim. The government will then decide whether to intervene and take over the case, dismiss or settle the case, or let the private individual pursue the case on his or her own. In either case, the person who initially filed the case may receive a portion of the amount recovered in either litigation or settlement of the claim.

Our Responsibilities in Safeguarding Business and Financial Information

Accuracy, Retention, and Disposal of Documents and Records

Each WMMC Staff member and WMMC Medical Staff member is responsible for the integrity and accuracy of our organization's documents and records, not only to comply with regulatory and legal requirements, but also to ensure that records are available to support our business practices and actions. No one may alter or falsify information on any record or document. Records must never be destroyed in an effort to deny governmental authorities information that may be relevant to a government investigation.

Medical and business documents and records are retained in accordance with the law and our record retention policy. Medical and business documents include paper documents such as letters and memos, computer-based information such as e-mail or computer files on disk or tape, and any other medium that contains information about the organization or its business activities. It is important to retain and destroy records only according with our policy. WMMC Staff must not tamper with records. No one may remove or destroy records prior to the specified date without first obtaining permission as outlined in the WMMC records management policy.

Coding and Billing for Services

We communicate our billing policies to all our patients prior to, or, at the time of service or admission. We bill our patients for services rendered and provide itemized bills free of charge upon request. Our patient financial services

office responds to patient questions in a timely and courteous manner. We perform annual audits to ensure the accuracy of our bills. We make adjustments to correct any over or under billings.

We have implemented policies, procedures and systems to facilitate accurate billing to our government payers, commercial insurance payers, and patients. These policies, procedures, and systems conform to pertinent federal and state laws and regulations. We prohibit any WMMC Staff member from knowingly presenting or causing to be presented claims for payment or approval that are false, fictitious, or fraudulent.

In support of accurate billing, medical records must provide reliable documentation of the services we provided. It is important that all individuals who contribute to the medical record provide accurate information and do not destroy any information considered part of the official medical record. Accurate and timely documentation also depends on the diligence and attention of physicians who treat patients in our facilities. We expect physicians to provide us with complete and accurate information in a timely manner.

Confidential Information:

The term “confidential information” refers to proprietary information about our organization’s strategies and operations as well as patient information and third party information. Improper use or disclosure of confidential information could violate legal and ethical obligations. WMMC Staff may use confidential information only to perform their job responsibilities. We do not share this information with others unless the individuals, entities, and/or contractual business relationships have a legitimate need to know. Consistent with HIPAA, we do not use, disclose or discuss patient specific information, including patient financial information, with others unless it is necessary to serve the patient or required by law. Any breach of confidentiality represents a failure to meet the professional and ethical standards expected, and constitutes a violation of this Code of Conduct. A full confidentiality statement is received and accepted by each employee as part of the WMMC Employee Handbook.

Cost Reports

We are required by federal and state laws and regulations to submit certain reports outlining our operating costs and statistics. We comply with federal and state laws, regulations, and guidelines relating to all cost reports. These laws, regulations, and guidelines define what costs are allowable and outline the appropriate methodologies we may use to claim reimbursement for the cost of services provided.

All issues related to the preparation, submission and settlement of cost reports must be performed in accordance with the Adventist Health Cost Reporting Program Policies and Procedures.

Electronic Medical and Security Requirements

All communication systems, including but not limited to computers, electronic mail, Intranet, Internet access, telephones, and voice mail, are the property of the organization and are to be used primarily for business purposes in accordance with electronic communication policies and procedures. Limited reasonable personal use of WMMC communication systems is permitted; however, users should assume these communications are not private. Users of computer and telephone systems should presume no expectation of privacy in anything they create, store, send, or receive on WMMC computer and telephone systems, and WMMC reserves the right to monitor and/or access communication usage and content consistent with our policies and procedures.

WMMC Staff who abuse our communication systems or use them excessively for non-business purposes may lose these privileges and be subject to disciplinary action.

WMMC Staff and WMMC Medical Staff must comply with WMMC’s information security policies and standards governing the use of our information systems. User IDs and passwords are assigned to an individual. WMMC Staff and WMMC Medical Staff are not permitted to share or disclose any password that is used to access WMMC’s systems or information.

Financial Reporting and Records

WMMC maintains a high standard of accuracy and completeness in documenting, managing, and reporting financial information. This information serves as a basis for managing our business and is important in meeting our obligations to patients, staff, suppliers, and others. It is also necessary for compliance with tax and financial reporting requirements.

All financial information must reflect actual transactions and conform to generally-accepted accounting principles. All funds or assets must be properly recorded. WMMC maintains a system of internal controls to provide reasonable assurance that all transactions are executed in accordance with management's authorization and are recorded in a proper manner to maintain accountability of the assets.

Intellectual Property Rights and Obligations

Any work of authorship, inventions, or other creation created by a staff member during the scope of his or her employment with WMMC shall be considered the property of WMMC, including any patent, trademark, copyright, trade secret or other intellectual property right.

Our Responsibilities to Our WMMC Staff

Conflict of Interest

A conflict of interest may occur if a WMMC Staff's outside activities, personal financial interest, or other private interest interfere or appear to interfere with his or her ability to make objective decisions in the course of his or her job responsibilities. Conflicts of interest also arise when a WMMC Staff member or a member of his or her family receives improper benefits as a result of his or her position in WMMC. WMMC Staff are obligated to ensure they remain free of conflicts of interest in the performance of their responsibilities at WMMC. Clinical decisions are made without regard to compensation or personal financial benefit to WMMC leaders, managers, clinical staff, or licensed independent practitioners. You are encouraged to raise any questions involving this policy with the Vice President for Human Resources or the Compliance Department before becoming engaged in outside activities or relationships that may give rise to an actual or perceived conflict.

If WMMC Staff do become involved in a transaction where personal interests conflict with WMMC's interests, they are required to disclose that conflict to a supervisor, the Human Resources Department or the Compliance Department. WMMC Board members, executives, and directors are required to sign a Conflict of Interest Statement in accordance with the WMMC Conflict of Interest Policy.

No waiver of this conflict of interest provision may be granted unless approved in advance by the Compliance Committee.

Controlled Substances/ Drug and Alcohol Free Workplace

The dangers of drug and/or alcohol abuse are numerous, including the risks of loss of life, physical damage to people and property, a decline in morale and productivity, and deterioration in the quality of goods and services produced. Our policy is to maintain a drug/alcohol-free workplace. Thus, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is prohibited in our workplace. All WMMC Staff must report for work free of the influence of alcohol and illegal drugs. Any WMMC Staff member who reports to work under the influence of any illegal drug or alcohol, has an illegal drug in his or her system, or who uses, possesses, or sells illegal drugs while on WMMC work time or property may be terminated immediately. We may use drug testing as a means of enforcing this policy.

Some of our staff routinely have access to prescription drugs, controlled substances, and other medical supplies. Many of these substances are governed and monitored by specific regulatory organizations and must be administered by physician order only. Prescription and controlled medications and supplies must be handled properly and only by authorized individuals to minimize risks to WMMC and to patients. Any WMMC Staff member or WMMC Medical

Staff member who becomes aware of inadequate security of drugs or controlled substances or the diversion of drugs from the organization must report it immediately.

As a condition of continued employment, WMMC Staff are expected and required to abide by this policy and to notify their department manager of any criminal drug/alcohol statute conviction against them no later than 5 calendar days after such conviction. A conviction means a finding of guilt, including a plea of nolo contendere or imposition of a sentence or both by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug/ alcohol statutes.

Diversity and Equal Employment Opportunity

WMMC actively promotes diversity in its workforce at all levels of the organization. We are committed to providing an inclusive work environment where everyone is treated with fairness, dignity, and respect. We are accountable to each other for the manner in which we treat one another and for the manner in which people around us are treated. We are committed to recruiting and retaining a diverse staff that is reflective of the patients and community we serve. We regard laws, regulations and policies relating to diversity as a minimum standard. We strive to create and maintain a setting in which we celebrate cultural and other differences and consider them strengths.

WMMC maintains an equal opportunity workforce and no one shall unlawfully discriminate against any individual with regard to race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity or veteran status with respect to any offer, or term or condition, of employment. We make reasonable accommodations to the known physical and mental limitation of qualified individuals with disabilities.

Harassment and Disruptive Behavior

WMMC seeks to provide a work environment that is free of all forms of discriminatory harassment, including sexual harassment and disruptive behavior. Prohibited forms of discriminatory harassment include, but are not limited to, oral, physical or visual harassment.

WMMC considers unwelcomed sexual advances, requests for sexual favors, remarks or jokes of a sexual nature, and other verbal or physical conduct of a sexual nature to constitute sexual harassment when:

- I. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- II. employment decisions concerning an individual are based on whether the person submitted to or rejected the harassing action; and/or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment—even where it leads to no tangible or economic job consequences.

We strongly disapprove of discriminatory harassment in any form. We do not tolerate harassment by anyone based on the cultural backgrounds of those who work with us. Degrading or humiliating jokes, slurs, intimidations, or other harassing conduct is not acceptable in our workplace. Sexual harassment is considered to be sex discrimination in violation of applicable state and federal law subjecting the harassing employee to legal liability.

WMMC Staff who observe or experience any form of alleged discrimination, discriminatory harassment or violence should be reported to either a department head or the Human Resources department. The law protects WMMC Staff from any retaliation for reporting or participating in the investigation of discrimination or discriminatory harassment. A prompt and thorough investigation of the alleged incident will be conducted. To the extent possible, the investigation and any subsequent action will proceed in an atmosphere of confidentiality. We will take all appropriate steps to enforce this policy, including termination or other disciplinary action, against persons who have violated this policy. WMMC Staff who have submitted a complaint of discrimination or discriminatory harassment addressed under this policy should immediately make a further complaint if the discrimination or discriminatory harassment resumes.

Health and Safety

WMMC complies with all workplace health and safety rules and regulations, our policies and practices are designed to protect our staff from potential workplace hazards. WMMC Staff need to be familiar with these policies and how they apply to their specific job responsibilities. Each staff member should seek advice from his or her supervisor, or the hospital's Safety Officer, whenever he/she has a question or concern. It is important that each staff member immediately advise a supervisor or the Safety Officer of any serious workplace injury or any situation presenting a danger of injury. Immediate notification allows for timely corrective actions.

Environmental Compliance

It is WMMC policy to comply with all environmental laws and regulations as they relate to WMMC's operations. We act to preserve our natural resources to the full extent reasonably possible. WMMC complies with all environmental laws and operates its facilities with the necessary permits, approvals, and controls. We diligently employ the proper procedures to provide a good environment of care and to prevent pollution.

In helping WMMC comply with these laws and regulations, all WMMC Staff must understand how job duties may impact the environment. Staff must adhere to all requirements for the proper handling of hazardous material, and immediately alert supervisors to any situation regarding the discharge of a hazardous substance, improper disposal of hazardous and medical waste, or any situation that may be potential damaging to the environment.

Hiring of Former and Current Government and Medicare Administrative Contractor Employees

The recruitment and employment of former or current U.S. government employees may be impacted by regulations concerning conflicts of interest. Hiring employees directly from a Medicare Administrative Contractor requires certain regulatory notifications. Staff should consult with the Human Resources Department or the Compliance Department regarding such recruitment and hiring.

Ineligible Persons

We do not contract with, employ, or bill for services rendered by any individual or entity: (1) that is excluded or ineligible to participate in federal healthcare programs; (2) that was suspended or debarred from federal government contracts and not reinstated in a federal healthcare program after a period of exclusion, suspension, debarment, or ineligibility; or (3) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Ineligible Person"). Upon hire we search the Department of Health and Human Services' Office of Inspector General, Exclusive Parties List System (EPLS) and General Services Administration's lists for such Ineligible Persons.

All WMMC Staff and WMMC Medical Staff must disclose to WMMC any debarment, exclusion, suspension or other event that makes that person an Ineligible Person within twenty-four (24) hours of becoming aware of such event. WMMC will remove known Ineligible Persons from responsibility for, or involvement with, WMMC's business operations related to Federal health care programs and will remove them from any position for which their compensation or the items or services furnished, ordered, or prescribed by such individual are paid by a Federal health care program or with Federal funds at least until such time as such individual is reinstated into participation in the Federal health care programs.

If WMMC has actual notice that a WMMC Staff or WMMC Medical Staff member is charged with a criminal offense that falls within the scope of 42 USC § 1320a-7(a), (b)(1)-(3), or if proposed for exclusion during such individual's employment or contract term or during the term of such individual's medical staff privileges, WMMC will take all appropriate actions to ensure that the responsibilities of such individual have not and shall not adversely affect the quality of care rendered to any patient or any claims submitted to a Federal health care program.

Insider Information/Confidential Information

In the course of employment with the White Memorial, WMMC Staff may become aware of non-public information about WMMC that is material to the WMMC's business strategy and operations. Non-public, material information may include, among other things, plans for mergers, marketing strategy, financial results, or other business dealings.

WMMC Staff may not discuss this type of information with anyone outside the organization. Within the organization, WMMC Staff should discuss this information on a strictly “need to know” basis and only with other WMMC Staff who require this information to perform their jobs.

License and Certification Renewals

WMMC Staff, individuals retained as independent contractors, and privileged practitioners in positions which require professional licenses, certifications, or other credentials are responsible for maintaining current credentials and shall comply at all times with federal and state requirements applicable to their respective disciplines.

WMMC does not allow any WMMC Staff member, independent contractor or privileged practitioner to work without a valid, current license or credential. Each WMMC Staff member must have evidence of current and valid license, certification, registration, accreditation or credential as required by their position description.

Copyright and Intellectual Property

WMMC respects the ownership rights of those creating physical, digital, and intellectual property. Copyright infringement is using copyrighted property without the owner’s permission. This unauthorized use is also called piracy. Examples could include using unlicensed software, distributing many copies of non-public books or articles, and using business models (intellectual property) without consent or credit. WMMC Staff will not utilize copyrighted physical, digital, and intellectual property without the prior written permission of the owner.

Personal Use of WMMC Resources

Credit cards, desks, and other items provided by WMMC continue to remain organizational property, must be maintained in accordance with WMMC’s policies, and used only for businesses purposes. WMMC reserves the right to monitor and inspect all organizational property, without notice, and without the WMMC Staff member present. WMMC may monitor and inspect organizational property even if a password or personal code has been assigned. Prior authorization must be obtained prior to the removal of any organizational property from the premises. All organizational property must be returned immediately upon request or termination in the same condition as when originally provided. Personal items brought onto the organization’s property also are subject to inspection, without notice, and without the WMMC Staff member present.

Relationships among WMMC Staff

In the normal day-to-day functions of an organization like WMMC, there are issues that arise from how people in the organization relate to one another. It is impossible to foresee all of these issues, and many do not require explicit treatment in this Code of Conduct. While we wish to avoid any strict rules, no one should ever feel compelled to give a gift to anyone for a birthday, holiday or other celebration, and any gifts offered or received should be appropriate to the circumstances. A lavish gift to anyone in a supervisory role would clearly violate organization policy. Similarly, If WMMC agrees to support a charitable organization, no WMMC Staff member should feel compelled to contribute to the charitable organization, nor should there be any workplace consequences of such non-participation.

For reasons of supervision, safety, security and morale, family members will not be employed under the direct supervision of one another nor will they be placed in the same department, division or facility if the work involves potential conflicts of interest. For these reasons, as well to avoid misunderstandings, complaints of favoritism or possible claims of sex discrimination or sexual harassment, managers and supervisors are prohibited from establishing, maintaining, or attempting to establish or maintain a romantic or sexual relationship with any subordinate employee within their chain of command. The term “family members” includes a WMMC Staff member’s parents, children (natural, adopted or under legal guardianship), spouse, brothers, sisters, grandparents, grandchildren, cousins, aunts, uncles, in-laws and step-relationships with all the preceding relationships. An exception to this policy is allowed only with the approval of the Vice President of Human Resources.

If co-employees become related, or if a supervisor and a subordinate attempt to or establish or maintain a romantic or sexual relationship, it should be reported promptly to the immediate supervisor of the manager or supervisor who is related or involved in the relationship. If co-employees become related, we will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale.

Relationships with Subcontractors and Suppliers

WMMC has a Code of Conduct and Business Relationship Statement that outlines its commitment to ethical and compliant behavior and its expectations of the same by its contractors. We treat our vendors fairly and maintain impartiality in our relationships. We do not allow our friendships with our vendors or others with whom we may do business in the future to affect our business decisions.

Charitable gifts or contributions from vendors are not required, and have no bearing upon their actual or potential business relationship with us. To the extent permitted under applicable laws, subsidies to underwrite the costs of medical education or professional meetings are permitted, in that they benefit patient care and community health.

WMMC Staff must manage consulting, subcontractor, and supplier relationships in a fair and reasonable manner, free from conflicts of interest and consistent with all applicable laws. WMMC promotes competitive procurement to the maximum extent practicable. WMMC's selection of consultants, subcontractors, suppliers, and vendors will be made on the basis of objective criteria including quality, technical excellence, price, delivery, adherence to schedules, service, and maintenance of adequate sources of supply. Our purchasing decisions will be made on the supplier's ability to meet our needs, and not on personal relationships and friendships. WMMC employs the highest ethical standards in business practices in source selection, negotiation, determination of contract awards, and the administration of all purchasing activities. WMMC complies with contractual obligations not to disclose vendor confidential information unless permitted under the contract or otherwise authorized by the vendor.

It is critical to avoid the appearance of impropriety when giving gifts to individuals who do business or are seeking to do business with WMMC. WMMC will never use gifts or other incentives to improperly influence relationships or business outcomes.

Our Responsibilities while Developing Business and Marketing Services

WMMC operates in a highly competitive environment. WMMC's business development and marketing activities must conform to the highest standards of integrity and fairness reflected in this Code of Conduct. WMMC requires compliance with antitrust and other laws governing competitive activities.

Antitrust and Unfair Competition

WMMC restricts communication with competitors. Generally, WMMC Staff are not to discuss with competitors non-public "competitively sensitive topics." Because the antitrust laws are so complex and their application can depend upon the conditions in local markets, it is not practical to adopt written policies to govern all situations. WMMC Staff should consult with their supervisors or the Compliance Department for guidance concerning competitive activities, laws and policies relating to their areas of responsibility.

Marketing and Advertising

Consistent with laws and regulations that governs such activities, WMMC uses marketing and advertising to educate the public, provide information to the community, increase awareness of services provided by WMMC, and for recruitment purposes. WMMC strives to present only truthful, fully informative, and non-deceptive information in these materials and announcements. WMMC will not distort the truth about services or products provided by the hospital, nor will we attack or disparage another provider, whether by name or implication, in any marketing or advertising efforts. We may feature our outstanding services or offer factual evidence of quality of care, but will not claim superiority where it cannot be substantiated.

Our Responsibilities in our Relationships with other Companies

This part of the Code of Conduct should not be considered in any way as an encouragement to make, solicit, or receive any type of entrapment or gift.

Receiving Business Courtesies

We do not expect any gifts from our vendors beyond good service. However, WMMC recognizes that there will be times when a current or potential business associate, including a potential referral source, extends an invitation to a WMMC Staff member to attend a social event, in order to further develop or provide appreciation of a current business relationship. All gifts, entertainment and business meals provided or received must be reasonable and small enough that they do not influence our decisions. We never offer or accept anything of value in exchange for referrals or other business. We let our vendors, physicians, customers and others know that our core values limit what we can receive or give. We want our services and business relationships to stand on their own.

What is a gift? It is anything of value – including traditional marketing items like t-shirts or logoed items - if the recipient receives it for free. We should recognize there is a difference between a simple pen and an expensive electronic device from a vendor.

What constitutes entertainment? This includes an invitation to events, sports activities or games or concerts where the recipient is not expected to pay for a ticket or participation fee. We should recognize there is a difference between attending a community-supported or non-profit gala and front-row seats at an expensive event.

What constitutes a business meal? This is any meal where the primary purpose of the meeting is to discuss WMMC business or quality initiatives.

If you question a gift or participation in an entertainment event, contact the Compliance Department.

Extending Business Courtesies to Non-Referral Sources

1. Meals and Entertainment. – There may be times when a WMMC Staff member wishes to extend to a current or potential business associate (other than someone who may be in a position to make a patient referral) an invitation to attend a social event (e.g., reception, meal, sporting event) to further or develop a business relationship. The purpose of the entertainment must never be to induce any favorable business action. During these events, topics of a business nature must be discussed and the host must be present.
2. Sponsoring Business Events - WMMC sponsors events for legitimate business purposes (e.g., hospital board meetings or retreats). These events may include WMMC paid meals, entertainment, transportation and lodging. However, all elements of these events, including these courtesy elements, must be consistent with the corporate policy on business events.
3. Gifts - It is critical to avoid the appearance of impropriety when giving gifts to individuals who do business or are seeking to do business with WMMC. We will never use gifts or other incentives to improperly influence relationships or business outcomes. In order to avoid embarrassment, an effort should be made to ensure that any gift we extend meets the business conduct standards of the recipient's organization. U.S. federal and state governments have strict rules and laws regarding gifts, means and other business courtesies for their employees. WMMC does not provide any gifts, entertainment or anything else of value to any employee of the Executive Branch of the Federal Government or its fiscal intermediaries, except for minor refreshments in connection with business discussion.

Our Responsibilities in our Relationships with Government Agencies and Officials

WMMC and its representatives comply with all federal, state, and local laws governing participation in government relations and political activities. As a general policy, WMMC funds or resources will not contribute directly to individual political campaigns, political parties or other organizations that intend to use the funds primarily for political campaign objectives.

At times, WMMC may ask WMMC Staff to make personal contact with government officials or to write letters to present our positions on specific issues. In addition, it is part of the role of some WMMC management to interface on a regular basis with government officials. If a WMMC Staff member is making these communications on behalf of the organization, he/she must be certain to be familiar with any regulatory constraints and observe them. At no time may WMMC Staff speak on behalf of WMMC without first being given consent by the CEO or his/her designee. Avenues of communication may include traditional ways such as telephone and letters along with newer ways such as social media. Guidance is always available from the Compliance Department as necessary.

How We Ensure Compliance with our Code of Conduct

Program Structure

The Compliance Program is intended to demonstrate in the clearest possible terms our absolute commitment to the highest standards of conduct, ethics, and compliance. The elements of the program include setting standards, communicating those standards, providing mechanisms for reporting concerns, monitoring and auditing, program effectiveness, and maintaining an organizational structure that continues to support the Compliance Program. These elements are supported at all levels of WMMC. Providing direction, guidance and oversight are the Corporate Compliance Committee, senior leadership; and the Local Compliance Committee.

The WMMC Compliance Officer and the Compliance Department are responsible for the day-to-day direction, coordination and any applicable revisions or updates of the Code of Conduct and the Compliance Program. This includes developing resources (including policies and procedures, training programs, and communication tools), distributing standards, providing support (including operating the Compliance hotline, conducting program assessment, and providing advice), ensuring compliance with training requirements and otherwise administering the program.

In support of the WMMC Compliance Officer, WMMC Senior Leaders have expertise in various areas of compliance and are called upon to lead policy and training development efforts, conduct monitoring and auditing as appropriate, and provide advice. Additionally, the Vice President of Human Resources, the hospital Risk Manager, and the Accreditation Coordinator are all important resources that may be accessed to address issues arising out of this Code of Conduct.

WMMC's Compliance Officer is responsible for ensuring the functioning of the Local Compliance Committee.

Setting Standards

WMMC sets standards through this Code of Conduct, along with our associated policies and procedures and the annual or periodic (for applicable positions) compliance program training. It is the responsibility of each individual to be aware of these policies and procedures, how they pertain to his or her work, and to follow these policies and procedures.

Training and Communication

Comprehensive training and education has been developed to ensure that WMMC Staff are aware of the standards that apply to them. Code of Conduct training is conducted at the time an individual joins WMMC and annually for all WMMC Staff. Compliance training in areas of compliance risk (e.g., billing, coding, cost reports) is required of certain individuals. WMMC and Adventist Health policies outline the training requirements.

For WMMC employees, all training is recorded within our compliance education system. System administrators and the Compliance Officer can track employee compliance with their training requirements and report such information as necessary. Non-employees will receive training as required by applicable requirements or regulations.

Personal Obligation to Report

WMMC is committed to ethical and legal conduct that is compliant with all relevant laws and regulations, and to correcting wrongdoing wherever it may occur at WMMC. Each WMMC Staff has an individual responsibility to report any activity by any staff, physician, subcontractor, or vendor that appears to violate applicable law, rules, regulations, accreditation standards, standards of medical practice, federal healthcare conditions of participation, or this Code of Conduct.

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If any WMMC Staff member, WMMC Medical Staff member, or Board member has concerns, we encourage you to report it through one of our reporting compliance program options identified below so that we may investigate and resolve the issue. However, if you believe we have left an issue unresolved, the matter can be reported to other entities such as Adventist Health, the Medical Board of California, The Joint Commission, and the Department of Public Health. There will be no retaliatory disciplinary action taken against any individual who reports concerns to any of these entities.

Resources for Guidance and Reporting Concerns

To obtain guidance on an ethics or compliance issue or to report a concern, individuals may choose from several options. We encourage the resolution of your concerns, at a local level. You may report issues to your immediate supervisor or any member of the Leadership Team. Your other reporting options include:

- Corporate Compliance Hotline (888) 366-3833
- Patient Safety Hotline ext. 7233
- Human Resources Department ext. 1681
- Patient Privacy and Security ext. 7233
- Patient Financial Services ext. 1124

Our policies and procedures can be accessed through our Intranet.

WMMC makes every effort to maintain, within the limits of the law, the confidentiality of the identity of any individuals who report concerns or possible misconduct. WMMC does not retaliate or discipline anyone for reporting a concern in good faith. Any staff member who deliberately makes a false accusation with the purpose of harming or retaliating against another staff member is subject to discipline.

Internal Investigations of Reports

We are committed to investigating all reported concerns promptly and confidentially to the extent possible. The Compliance Officer coordinates any findings from investigations and immediately recommends corrective actions or changes that need to be made. We expect all staff to cooperate with investigation efforts.

Corrective Action

Where an internal investigation substantiates a reported violation, it is WMMC's policy to initiate a corrective action, including, as appropriate, making prompt restitution of any overpayment amounts, notifying the appropriate governmental agency, instituting whatever disciplinary action is necessary, and implementing systemic changes to prevent a similar violation from recurring in the future.

Discipline

All violators of the Code of Conduct will be subject to disciplinary action in accordance with the WMMC Employee Handbook. Discipline of WMMC Staff may include:

- Counseling;
- Verbal warning;
- Written warning;
- Final written warning;
- Termination; or
- Other actions as determined by WMMC management.

WMMC contractors and sub-contractors are subject to possible contract termination.

WMMC Medical Staffs are subject to the Medical Staff Bylaws and Medical Staff Rules and Regulations that define the disciplinary processes.

Measuring Program Effectiveness

We are committed to assessing the effectiveness of our Compliance Program through various efforts. Much of this effort is provided by the Adventist Health Corporate Compliance Department, which routinely conducts audits of issues that have regulatory or compliance implications. Responsible executives routinely undertake monitoring efforts in support of policies and compliance in their areas of responsibility.

Review:

This Code of Conduct is reviewed at least every two years and revised as necessary in response to issues which arise in the health-care industry, changes in accreditation, legal and/or regulatory requirements, and recommendations, which may arise from resolution of ethical issues.

Acknowledgment Process:

WMMC requires all affected individuals to sign an acknowledgement confirming they have reviewed the Code of Conduct and understand that it represents the mandatory policies of WMMC. This acknowledgment is a condition of employment or contract relationship. Affected and appropriate WMMC Staff will be required to participate in their applicable, periodic training sessions.

Each WMMC Staff member is also required to participate in annual Code of Conduct training and records of such training must be retained by WMMC. Adherence to and support of WMMC's Code of Conduct and participation in related activities and training is considered in decisions regarding hiring, promotion, performance review and compensation for all candidates and staff members. New WMMC Staff members must receive Compliance Program and Code of Conduct training within 30 days of employment.

Related Policies and Procedures:

The following related policies and procedures provide further and specific guidance for conduct at WMMC.

- Mission and Vision Statement
- Guiding Principles
- AH Compliance Program
- Strategic Plan or Core Quality Strategies
- Criteria for Admission to Patient Settings
- Discharge Planning
- Patient Rights and Responsibilities
- Informed Consent Policies
- Fair Billing Practices
- Harassment Policy
- Conflict of Interest Statement
- Admission Practices
- Do Not Resuscitate/Withholding and Withdrawal
- Dependent Adult/Elder Abuse Reporting
- Child Abuse Reporting
- Level of Care Policy
- Organ and Tissue Donation
- Research Studies on Patients
- Transfer of a Patient to Another Facility
- Statement on Ethics by Marketing
- Employee Handbook
- Translation Services
- Chain of Command
- Ethical Issues/Conflict Resolution
- Workplace Relationships
- Performance Issues

- Drug and Alcohol-Free Workplace
- Sexual Harassment
- Human Resource Records and Privacy
- Non Solicitation
- Non-Monetary Compensation
- Social Networking and Media
- Handling Patient Complaints
- Faculty/Hospital Responsibility for Student Clinical

ACKNOWLEDGEMENT (to be signed by student)

I, _____, hereby acknowledge the receipt of the “Code of Conduct.” I realize that the Code of Conduct contains many of the policies, procedures, rules and regulations (“Policies”) to which I am subject. I further acknowledge that this Code of Conduct supersedes and replaces any inconsistent Policies and all prior Codes of Conduct. I also understand that it is the intent of the Code of Conduct to give me some idea as to the Policies to which I will be subject and that it is not a complete manual. Except as provided in this Acknowledgement, I realize the Policies may change from time to time.

Failure to comply with this Code of Conduct will result in disciplinary action.

Date: _____

Signature: _____

Name (Please Print):

Relationship: (check all that apply)

- ☐ **WMMC Employee**
- ☐ **WMMC Medical Staff**
- ☐ **Board Member**
- ☐ **Contractor / Subcontractor**
- ☐ **Other:** _____

ACKNOWLEDGEMENT (to be signed by SCHOOL)

By signing below; SCHOOL acknowledges that Code of Conduct has been received and reviewed. SCHOOL expects the Student(s) from their institution to abide by these policies while training or working in WMMC.

Date: _____

Signature: _____

Name (Please Print)

YOUR RESPONSIBILITIES

FEDERAL AND STATE FALSE CLAIMS ACTS

Federal and state false claims acts prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval, or knowingly making or using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved.

The penalties for violating the federal or state false claims acts include:

- Civil monetary penalties of up to \$10,000 for each false claim submitted;
- Three times the amount of damages which the government sustains because of the false claim; and
- The costs of the legal action brought to recover for the false claim.

A private citizen may file suit under the federal and state false claims acts on behalf of the government if the citizen has direct and independent knowledge of the submission of a false claim. The government will then decide whether to intervene and take over the case, dismiss or settle the case, or let the private individual pursue the case on his or her own. In either case, the person who initially filed the case may receive a portion of the amount recovered in either litigation or settlement of the claim.

Your local compliance officer can provide more detailed information regarding the federal and state false claims acts.

Exhibit B
CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between White Memorial Medical Center and SCHOOL, to keep confidential any information regarding WMMC patients, as well as all confidential information of WMMC. Confidential information includes, but is not limited to, medical records, information gained from service on hospital or medical staff committees, information gained from patients, from families and friends of patients, employees, external agencies, media or medical staff. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of WMMC, except as required by law or as authorized by WMMC.

Program Participant _____

Witness _____