



Nine Health Services, Inc. Conflict of Interest Policy

It is in the best interest of *Nine Health Services, Inc.* to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help Board Members, officers, and employees of *Nine Health Services, Inc.* identify situations that present potential conflicts of interest and to provide *Nine Health Services, Inc.* with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency of *Nine Health Services, Inc.* operations.

1. Conflict of Interest Defined.

For purposes of this policy, the following circumstances shall be deemed to create a conflict of interest:

- a. A Board Member, officer, or employee (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with *Nine Health Services, Inc.* for goods or services.
- b. A Board Member, officer, or employee, (or family member of any of the foregoing) has a material financial interest in a contract or transaction between *Nine Health Services, Inc.* and an entity in which a Board Member, officer, or employee, (or family member of the foregoing), is a Board Member, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- c. A Board Member, officer, or employee, (or family member of any of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with *Nine Health Services, Inc.*

Other situations may create the *appearance of a conflict*, or present a *duality of interests* in connection with a person who has influence over the activities or finances of the nonprofit. All such circumstances should be disclosed to the board or President and CEO, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of *Nine Health Services, Inc.* are not compromised by the personal interests of stakeholders in the *Nine Health Services, Inc.*

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of *Nine Health Services, Inc.*



2. Definitions.

- a. A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
- b. An “Interested Person” is any person serving as a member of the Board, officer, or employee of *Nine Health Services, Inc.* or a major donor to *Nine Health Services, Inc.* or anyone else who is in a position of control over *Nine Health Services, Inc.* who has a personal interest that is in conflict with the interests of *Nine Health Services, Inc.*
- c. A “Family Member” is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
- d. A “Material Financial Interest” in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an interested person’s or family member’s judgment with respect to a contract or transaction to which the entity is a party.
- e. A “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to *Nine Health Services, Inc.* is not a Contract or Transaction.

3. Procedures.

- a. Board Members
Any member of the board of directors who may be involved in a *Nine Health Services, Inc.* contract or transaction in which there is a possible conflict of interest shall promptly notify the chairman of the board. The board member shall refrain from voting on any such contract or transaction, participating in deliberations concerning it, or using personal influence in any way in the matter. The board member’s presence may not be counted in determining the quorum for any vote with respect to a *Nine Health Services, Inc.* contract or transaction in which he or she has a possible conflict of interest. Furthermore, the chairman of the board shall disclose a potential conflict of interest to the other members of the board before any vote on a *Nine Health Services, Inc.* contract or transaction and such disclosure shall be recorded in the board minutes of the meeting at which it is made. Any *Nine Health Services, Inc.* contract or transaction, which involves a potential conflict of interest with a member of the board of directors, shall have terms that are at least as fair and reasonable to the *Nine Health Services, Inc.* as those that would otherwise be available to *Nine Health Services, Inc.* if it were dealing with an unrelated party.
- b. Employees
Any employee who may be involved in a *Nine Health Services, Inc.* contract or transaction in which there is a possible conflict of interest shall promptly report the possible conflict to the President and CEO. If the possible conflict involves the President and CEO, the possible conflict shall then be reported to the chairman of the board.

The President and CEO or where applicable, chairman of the board, after receiving information about a possible conflict of interest, shall take such action as is necessary to assure that the



transaction is completed in the best interest of *Nine Health Services, Inc.* without the substantive involvement of the person who has the possible conflict of interest. This does not mean that the transaction must necessarily be diverted, but simply that persons other than the one with the possible conflict shall make the judgments involved and shall control the transaction.

- c. Each board member and employee of *Nine Health Services, Inc.* shall complete the attached disclosure form on an annual basis.
- d. A written record of any report of possible conflict and of any adjustments made to avoid possible conflicts of interest shall be kept by the President and CEO, or where applicable, chairman of the board.
- e. In the event it is not entirely clear that a conflict of interest exists, the Board Member or employee with the potential conflict shall disclose the circumstances to the appropriate individual (chairman of the board for Board Members or President and CEO for employees), who shall determine whether full board discussion is warranted or whether there exists a conflict of interest that is subject to this policy.

4. Confidentiality.

- a. Each Board Member, officer, or employee shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of *Nine Health Services, Inc.* Furthermore, Board Members, officers, and employees shall not disclose or use information relating to the business of *Nine Health Services, Inc.* for their personal profit or advantage or the personal profit of advantage of their family member(s).

5. Review of policy.

- a. Each Board Member, officer, or employee shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. Annually each Board Member, officer, or employee shall complete a disclosure form identifying any relationships, positions or circumstances in which he or she is involved that he or she believes could contribute to a conflict of interest. Such relationships, positions or circumstances might include service as a Board Member of or consultant to another nonprofit organization, or ownership of a business that might provide goods or services to *Nine Health Services, Inc.* Any such information regarding the business interest of Board Member, officer, or employee, or a family member thereof, shall be treated as confidential and shall generally be made available only to the chairman of the board, the President and CEO, and any committee appointed to address conflicts of interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c. This policy shall be reviewed annually by each member of the Board. Any changes to the policy shall be communicated to all officers and employees.



**Nine Health Services, Inc.
Conflict of Interest Disclosure Form**

Date: _____

Name: _____

Position (employee/officer/trustee): _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between ***Nine Health Services, Inc.*** and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy of ***Nine Health Services, Inc.***

Signature: _____

Date: _____