

**GRAHAM COUNTY HOSPITAL  
CODE OF CONDUCT  
INTRODUCTION**

As part of the Graham County Hospital (“GCH”) Compliance Program, this Code of Conduct has been adopted by the Board of Directors to provide standards by which all GCH Associates (including members of the Board of Directors, employees, volunteers, students, trainees, and other persons whose conduct, in the performance of work for GCH, is under the direct control on GCH, whether or not they are compensated by GCH for such services) shall conduct themselves to protect and promote organization-wide integrity and enhance GCH’s ability to achieve its mission.

Adherence to this Code of Conduct is a condition of continued employment for all employees. An employee’s failure to abide by this Code of Conduct may lead to disciplinary action. For alleged violations of the Code of Conduct, GCH shall weigh relevant facts and circumstances including, but not limited to, the extent to which the behavior was contrary to the express language or general intent of the Code of Conduct, the egregiousness of the behavior, the employee’s history with the organization, and other factors which GCH deems relevant. Discipline for failure to abide by the Code of Conduct may, in GCH’s sole discretion, range from oral correction to termination.

With respect to those Associates who are not employees, adherence to this Code of Conduct is a condition of such persons’ continued relationship with GCH. Such persons’ failure to abide by this Code of Conduct may, in GCH’s sole discretion, lead to an alteration of the terms or discontinuation of such relationship.

Associates are expected to be knowledgeable of and comply with the various policies and procedures adopted by GCH implementing the principles and standards contained in this Code of Conduct. To the extent that any policy or procedure is inconsistent with the principle and standards contained herein, that policy or procedure is superseded by this Code of Conduct.

Nothing in this Code of Conduct is intended to nor shall be construed as providing any additional employment or contract rights to any Associate or other person.

This Code of Conduct is a living document, and shall be reviewed and, as necessary, revised on an annual basis.

## **ASSOCIATES' COMPLIANCE RESPONSIBILITIES**

GCH requires every Associate to comply with all applicable legal and ethical obligations in the performance of his/her responsibilities. In addition, GCH expects every Associate to take an active role in detecting and correcting activities that potentially violate applicable laws and regulations. Each Associate must do the following:

### **LEARN**

First, every Associate shall participate fully in all educational programs concerning compliance-related issues. This includes active attendance at in-service and departmental meetings at which such issues are addressed, as well as thoughtful review of written materials provided to Associates.

### **ASK**

Second, any Associate who has a question concerning a compliance-related issue shall seek assistance from an appropriate member of GCH's management team.

### **REPORT**

Third, any Associate who suspects inappropriate conduct shall report such activities to an appropriate member of GCH's management team.

### **COOPERATE**

Fourth, every Associate shall cooperate fully with any internal or external investigation concerning alleged non-compliance and any remedial measures taken to correct non-compliance.

Employees shall be evaluated for compliance with these obligations. Failure to perform these responsibilities shall be a basis for discipline up to and including termination.

An Associate seeking an answer to a compliance-related question or wanting to report a suspected incident of non-compliance should contact one of the following:

- His or her supervisor
- GCH's Compliance Officer- Melissa Atkins

Some provisions of this Code of Conduct direct an Associate to contact the Compliance Officer with respect to questions or concerns relating to certain matters. These particular matters are of critical importance to GCH and must be handled directly by the Compliance Officer. An Associate is obligated to report these matters to the Compliance Officer even if his or her supervisor has directed the Associate to do otherwise. If any Associate receives a question or concern relating to these matters from

another Associate, that Associate should communicate such information to the Compliance Officer as soon as possible.

GCH shall not tolerate retaliation of any type against any Associate who, in good faith, raises questions concerning legal compliance and/or reports any suspected incident of non-compliance, either internally or to any government entity. All such information reported by an Associate internally shall be kept confidential to the extent confidentiality is possible throughout any resulting investigation.

## **PRINCIPLE 1 – PATIENT CARE AND TREATMENT**

**GCH is committed to providing the highest quality patient care and protecting patient safety. All Associates shall treat patients in a manner that preserves their dignity, autonomy, self-esteem, civil rights, and involvement in their own care.**

### ***Standard 1.1 – Quality of Care and Patient Safety***

GCH's mission is to provide the best in compassionate care. A commitment to quality of care and patient safety is an obligation shared by all Associates. GCH shall strive for compliance with various standards relating to quality of care and patient safety.

### ***Standard 1.2 – Patient Rights***

Upon admission, all GCH patients shall receive a copy of GCH's Statement of Patient Rights and Responsibilities. Patients have the right to make informed decisions regarding their medical care and the right to refuse or accept treatment.

GCH shall provide care and treatment to patients without regard to the race, color, religion, creed, sex, national origin, age, or disability of such person, or any other classification prohibited by law. Associates shall respect each patient's cultural heritage and needs.

Patients and their representatives shall be accorded appropriate confidentiality, privacy, security and protective services, and pastoral counseling. GCH shall maintain appropriate processes for prompt resolution of patient grievances.

### ***Standard 1.3 – Medical Decision Making***

Associates shall use standard clinical criteria to determine whether to treat an individual with specific interventions. Clinical decisions, including tests, treatments, and other interventions, shall be based on identified patient needs, and shall not in any way be based on the manner in which GCH compensates or shares financial risk with its leaders, managers, clinical staff, or licensed practitioners.

## **PRINCIPLE 2 – COMPLIANCE WITH HEALTH CARE LAWS**

**GCH shall conduct its operations in compliance with state and federal laws and regulations specific to health care providers. GCH shall cooperate with any government inquiry concerning its compliance with such rules.**

The health care industry is one of the most highly regulated segments of the U.S. economy. While Associates are not expected to have expert knowledge of all legal and regulatory requirements that may apply to their work, each Associate must be sensitive to relevant legal issues. Any Associate who is uncertain about any given situation should seek guidance from an appropriate member of management.

The following standards summarize some of the important legal requirements applicable to health care providers and the impact of those requirements on GCH's operations. Associates must comply with all laws and regulations in the performance of their job duties, regardless of whether they are specifically addressed here.

### ***Standard 2.1 – Submission of Claims to Federal Health Care Programs and Other Payors.***

All Associates involved in the delivery of patient care shall be responsible for producing and maintaining complete and accurate documentation in the appropriate medical record and submitting complete and accurate charges for all medical goods and services provided to patients. All Associates involved in coding and billing shall be familiar and submit claims in compliance with all applicable requirements.

Any Associate who discovers inaccuracies in claims submitted to any federal health care program shall immediately communicate this information to the Compliance Officer so that appropriate action may be taken. GCH shall promptly refund any payment it receives to which it is not entitled.

### ***Standard 2.2 – Anti-Kickback Statute***

GCH is committed to providing an excellent work environment for the members of its medical staff. Federal and state law, however, places certain restrictions on the relationships between GCH and the physicians who practice at its facility. The federal Anti-Kickback Statute prohibits payments to physicians and health care facilities for the referral of Medicare and Medicaid business. Courts have broadly construed this law to include virtually anything of value given to an individual or entity if one purpose of the remuneration is to influence the recipient's reason or judgment relating to referrals.

GCH does not provide remuneration (in form of cash payment, gift, contribution, or otherwise) in exchange for referrals or as an inducement for referrals. GCH accepts patient referrals and admissions based solely on the patient's clinical needs and GCH's ability to render the needed services. GCH does not pay or offer to pay anyone—colleagues, physicians, or other persons— for referral of patients.

GCH does not accept payments for referrals that it makes. No Associate shall solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. Similarly, when making patient referrals to another health care provider, GCH shall not take into account the volume or value of referrals that the provider has made (or may make) to GCH.

Any transaction involving another health care provider, whether formal or informal, must be scrutinized for compliance with the Anti-Kickback Statute. All such transactions shall be based on fair market value for the goods or services provided. Any Associate who has any concern about the propriety of GCH's relationship with another health care provider should raise that matter with the Compliance Officer so that appropriate action may be taken.

### ***Standard 2.3 – The Stark Law***

The federal Stark Law (named after the sponsor of the legislation) prohibits a physician from making referrals to entities furnishing certain designated health services if the physician owns an interest in the entity or has a financial relationship with the entity, unless the ownership interest or financial relationship meets certain limited exceptions. For example, a hospital is permitted to offer certain limited business courtesies to medical staff members. GCH shall comply with the Stark Law in all of its financial arrangements with physicians. Any transaction between GCH and a referring physician should be reviewed in advance by the Compliance Officer.

### ***Standard 2.4 – Patient Inducements***

Federal law also prohibits GCH from offering or transferring anything of value to any person eligible for federal health care benefits if GCH knows or should know such inducement would cause the eligible person to choose to receive federally reimbursable items or services from GCH except as specifically permitted by law. In light of this prohibition, no Associate acting on behalf on GCH shall give anything of value to any patient or prospective patient unless such gift has been reviewed and approved in writing by an appropriate member of management.

GCH shall not waive deductibles, co-payments, or otherwise provide financial benefits to patients in return for business. GCH shall not permit professional discounts, and courtesy discounts are permitted only in limited circumstances. Under certain circumstances, GCH may provide appropriate financial accommodations to patients (e.g., permitting monthly payments over time) based solely on the financial needs of the patient. All patient account balances shall be resolved using GCH documented collection policies and procedures.

### ***Standard 2.5 – HIPAA Administrative Simplification***

GCH shall devote necessary resources to ensure compliance with the federal regulations concerning the security and privacy of protected health information. Associates shall receive appropriate training to enable them to perform their job duties in compliance with these legal requirements.

### ***Standard 2.6 – Licensing Requirements***

GCH shall remain in compliance with all state and federal licensing requirements for health care including, but not limited to, the applicable Medicare Conditions of Participation. Any Associate who is licensed by a state agency (e.g., registered nurse, physical therapist) shall be personally responsible for maintaining such licensure.

### ***Standard 2.7 – Controlled Substances***

Some Associates have access to prescription drugs, controlled substances, and other medical supplies. The use of these items is governed by government regulations and must be administered pursuant to physician order. It is extremely important that these items be handled properly by authorized individuals to minimize risk to patients and GCH. If an Associate becomes aware of the diversion of drugs from GCH, the Associate shall report the matter immediately to the Risk Manager.

### ***Standard 2.8 – Safe Medical Devices Act***

GCH is committed to participation in this governmental program to prevent patient injury from medical devices by reporting appropriate events to the device manufacturer and/or the Food and Drug Administration. Any event in which a patient is injured by a device should be reported to GCH's Risk Manager, and such reports shall be handled pursuant to established policies and procedures.

### ***Standard 2.9 – EMTALA***

GCH shall comply with the requirements of the Emergency Medical Treatment and Labor Act ("EMTALA") in providing medical screening examinations and stabilizing treatment to all patients, regardless of ability to pay.

When a person presents at a dedicated emergency department for a non-scheduled visit and requests medical examination and/or treatment, GCH shall provide such person with an appropriate medical screening examination to determine whether the person has an emergency medical condition, regardless of the person's ability to pay.

If a patient is diagnosed as having an emergency medical condition, GCH shall provide medical treatment within its capabilities to stabilize the medical condition. If GCH does not have the capabilities to stabilize the patient, it shall make an appropriate transfer to a facility having such capabilities. GCH shall not discharge an unstable

patient with an emergency medical condition unless such person refuses medical examination and/or treatment.

***Standard 2.10 – Mandatory Reporting Obligations***

Numerous federal and state laws and regulations require GCH and/or Associates to disclose certain information to specified government officials. For example, health care providers must report suspected incidents of child abuse to the Kansas Department of Social and Rehabilitation Services. Any Associate with legal obligation to report certain information to a government agency shall do so in a timely and complete manner.

***Standard 2.11 – Government Inquiries and Investigations***

Health care providers often are the subjects of government investigations targeting alleged billing improprieties or violations of the aforementioned laws. The mere fact a government agent makes inquiries concerning GCH's practices does not mean GCH has engaged in any wrongdoing. GCH shall respond to all inquiries with openness and accurate information. All Associates shall be familiar with and comply with GCH's policy and procedure concerning the proper handling of government inquiries and investigations.

## **PRINCIPLE 3 – COMPLIANCE WITH OTHER LAWS**

**GCH shall conduct its operations in compliance with state and federal laws and regulations applicable to businesses and employers.**

In addition to those laws and regulations applicable to health care providers, GCH also must comply with those legal requirements applicable to most businesses and employers. The following standards summarize some, but not all, of those legal requirements and the impact of those requirements on GCH's operations. Associates must comply with all laws and regulations in the performance of their job duties, regardless of whether they are specifically addressed here.

### ***Standard 3.1 – Health and Safety***

Associates shall be familiar with all applicable health and safety laws and regulations, and shall act in compliance with the letter and spirit of those requirements at all times. An Associate shall immediately advise his or her supervisor or the Safety Officer of any serious workplace injury or any situation presenting a danger of injury so timely corrective action may be taken to resolve the issue.

### ***Standard 3.2 – Environmental Compliance***

GCH shall operate its facilities with the necessary permits, approvals, and controls. All Associates shall adhere to all requirements for the proper handling of hazardous materials, and immediately alert supervisors to any situation regarding the discharge of a hazardous substance, improper disposal of hazardous and medical waste, or any other situation which may be potentially damaging to the environment. Associates shall strive to utilize resources appropriately and efficiently and to recycle where possible.

### ***Standard 3.3 – Weapons, Illegal Drugs, and Alcohol***

No Associate shall bring any weapon of any kind into the workplace. GCH prohibits the use, sale, dispensing, or possession of illegal drugs by its Associates, whether on or off the premises of GCH. Illegal drugs include prescription drugs used in a manner inconsistent with package directions. No Associate shall report to work under the influence of illegal drugs or alcohol, nor shall any Associate report to work with an impairment resulting from the use of over-the-counter or prescription drugs. An Associate may be asked to submit to a drug test at any time deemed appropriate by GCH and permitted by law.

### ***Standard 3.4 – Equal Employment Opportunity***

GCH believes that the fair and equitable treatment of Associates is critical to fulfilling its vision and goals. It is a policy of GCH to recruit, hire, train, promote, assign, transfer, lay off, recall, and terminate Associates based on their own ability,

achievement, experience, and conduct without regard to race, color, religion, creed, sex, national origin, age, disability, or any other classification prohibited by law.

No form of harassment or discrimination on the basis of sex, race, color, age, religion, creed, national origin, disability, or any other classification prohibited by law shall be permitted. Associates shall not engage in inappropriate conduct or disruptive conduct in the workplace. Associates shall report any harassment, discrimination, inappropriate conduct, or disruptive conduct in the workplace of which they are aware pursuant to the reporting methods outlined above. Allegations of harassment, discrimination, inappropriate conduct, or disruptive conduct shall be investigated promptly pursuant to applicable policies and procedures.

### ***Standard 3.5 – Accuracy and Retention of Records***

Each Associate shall be responsible for the accuracy and integrity of all records (both paper and electronic) prepared by the Associate in the course of performing his/her job duties. No Associate may falsify, alter, or purposefully omit information from any record for any reason. Such records shall be retained in accordance with the law and GCH record retention policies. Any Associate with a question concerning record retention requirements shall communicate with the Compliance Officer concerning such matter. Records shall never be destroyed in an effort to deny governmental authorities information which may be relevant to a government investigation or to avoid liability in a civil lawsuit.

When litigation against GCH or its employees is filed or threatened, the law imposes a duty upon GCH to preserve all documents and records that pertain to the issues. As soon as GCH is made aware of pending or threatened litigation, a litigation hold directive will be issued. Such directive overrides any records retention schedule that may have otherwise called for the transfer, disposal, or destruction of the relevant documents. No Associate who has been made aware of a litigation hold directive may alter or delete an electronic record that falls within the scope of that hold. Violation of such directive may subject the Associate to disciplinary action, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

### ***Standard 3.6 – Antitrust***

Federal and state antitrust laws are designated to create a level playing field in the marketplace and to promote fair competition. Discussions with competitors concerning GCH's business can violate these laws. Prohibited subjects of conversation include any aspect of pricing, terms of supplier relationships, GCH's services in the market, key costs such as labor costs, and marketing plans. No Associate shall discuss with any competitor market allocation or refusals to deal with certain suppliers.

In general, Associates shall avoid discussing sensitive topics with competitors or suppliers, unless proceeding with the advice of the Compliance Officer. Associates shall

not provide any information in response to oral or written inquiries concerning antitrust matters without first consulting the Compliance Officer.

***Standard 3.7 – Copyright***

Copyrighted materials such as books, magazines, computer software, and recordings are protected by federal law. Unauthorized copying may constitute copyright violation. Copying is allowed for educational and research purposes. An Associate who desires to reproduce copyrighted material should receive permission from his/her supervisor prior to doing so. Use of any computer software without an appropriate license is strictly prohibited.

***Standard 3.8 – Kansas Open Records and Meetings Acts***

Kansas law requires certain records maintained by governmental entities to be made available upon request by members of the general public. The law also requires certain meetings be conducted in a manner that affords the general public an opportunity to participate. As a county hospital, GCH shall comply with these requirements.

#### **PRINCIPLE 4 – CONFIDENTIALITY**

**All Associates shall execute and abide by the GCH Confidentiality Agreement. A copy of the Confidentiality Agreement is located in the HIPAA Policy Manual in the Health Information Management Department.**

## **PRINCIPLE 5 – BUSINESS ETHICS**

**In furtherance of GCH’s commitment to the highest standards of business ethics and integrity, Associates shall accurately and honestly represent GCH and shall not engage in any activity or scheme intended to defraud anyone of money, property, or honest services.**

### ***Standard 5.1 – Honest Communication***

GCH requires candor and honesty from Associates in the performance of their responsibilities. No Associate shall make false or misleading statements to any person or entity, including other Associates, concerning any aspect of GCH’s operations.

### ***Standard 5.2 – Advertising and Marketing***

GCH shall market and advertise its services fairly, honestly, and in a non-deceptive manner, stressing their value and merits. Associates shall not use tactics that misrepresent GCH or that unfairly undermine the products and services of the competitor. This includes the use of disparaging comments or innuendoes.

### ***Standard 5.3 – Patient Billings***

The importance of submitting proper claims to federal health care programs is addressed in Standard 2.1. The same standards of conduct apply with respect to claims for services provided to persons with private insurance and self-pay patients.

GCH shall strive to comply with all contractual requirements for private payors. GCH shall provide complete and accurate responses to all reasonable inquiries concerning patient bills. GCH shall utilize established policies and procedures to resolve any dispute concerning such bills.

GCH shall cooperate fully with any duly authorized third-party audit of patient accounts. GCH shall respond promptly to any reasonable request for information from any such auditor in compliance with established policies and procedures.

Any Associate who discovers inaccuracies in claims submitted to any private payor or a patient shall immediately communicate this information to the Compliance Officer so that appropriate action may be taken. GCH shall promptly refund any payment it receives to which it is not entitled.

### ***Standard 5.4 – Relationships with Vendors***

The selection of vendors, suppliers, contractors, and consultants shall be made on the basis of objective criteria including quality, technical excellent, price, delivery, adherence to schedules, service, and maintenance of adequate sources of supply. GCH shall promote competitive procurement to the fullest extent possible. Business

transactions with such persons or entities shall be transacted free from offers or solicitation of gifts and favors or other improper inducements in exchange for influence or assistance in a transaction.

***Standard 5.5 – Relationship Among Associates***

No Associate should be made to feel compelled to give a gift to any co-worker, and gifts offered and received should be appropriate to the circumstances. For example, an Associate should not give a lavish gift to his or her supervisor. No Associate should be made to feel compelled to participate in any fundraising activity or contribute to any charitable organization.

## **PRINCIPLE 6 – PROTECTION OF ASSETS**

**All Associates shall strive to preserve and protect the corporation's assets by making prudent and effective use of GCH's resources and properly and accurately reporting its financial condition.**

### ***Standard 6.1 – Internal Controls and Financial Reporting***

GCH shall maintain a system of internal controls to provide reasonable assurances that all transactions are executed in accordance with management's authorization and are recorded in a proper manner so as to maintain accountability of the organization's assets. Associates shall comply with these controls. All financial information shall reflect actual transactions and conform to generally accepted accounting principles. All funds or assets shall be properly recorded in GCH's books and records; no undisclosed or unrecorded funds or assets shall be established. Any Associate who has concerns regarding compliance with internal controls or the accuracy of GCH's financial reports shall report such concerns to the Compliance Officer.

### ***Standard 6.2 – Contracts***

Associates shall comply with the requirements of GCH's policy on the review, preparation, and administration of contracts. No Associate shall purport to enter into a contract on behalf of GCH with any person or entity or modify an existing contract unless the Associate has been specifically authorized to do so.

### ***Standard 6.3 – Business Expenses***

If an Associate is authorized to incur business expenses on behalf of GCH, such Associate is responsible for the accurate and timely reporting of such expenses. All expenditures must be in accordance with applicable policies.

### ***Standard 6.4 – Personal Use of Corporate Assets***

All Associates are expected to refrain from using GCH's assets for personal use. All operations of the organization shall be conducted in the manner designed to further GCH's interests rather than the personal interests of an individual Associate. Any use of organization resources for personal financial gain unrelated to GCH's business is prohibited. Any community or charitable use of organization resources must be approved in advance by one's supervisor.

### ***Standard 6.5 – Intellectual Property Rights and Obligations***

Any work of authorship or invention created by an Associate during the scope of his or her employment with GCH shall be considered the property of GCH, including any patent, trademark, copyright, trade secret, or other intellectual property right in such work of authorship or invention. Associates shall assist GCH in obtaining and enforcing

intellectual property rights in their works of authorship and inventions, while employed by GCH and thereafter.

***Standard 6.6 – Use of Computers, Communications Systems, and Related Equipment***

GCH has implemented and maintains a number of safeguards to protect the confidentiality, integrity, and availability of information created, maintained, or received in electronic form. Associates shall be aware of and adhere to such safeguards in performing their job duties. Associates shall report any suspected breach of such security measures.

E-mail and voice-mail messages reflect the image of GCH. Associates should compose and deliver such messages in a professional manner that is similar to messages sent on GCH letterhead. Associates should keep in mind that electronic files and even voice mail may be subject to discovery and may subsequently be used in litigation or investigations involving GCH or an Associate.

All computers, communications systems, and related equipment (including, but not limited to, computer files and drives, electronic mail, intranet service, internet access, and voice mail) are the property of GCH and are to be primarily used for business purposes. Highly limited reasonable personal use of computers, communication systems, and related equipment is permitted.

Associates should presume no expectation of privacy in anything they create, store, view, send, or receive on any GCH computer, communication systems, and related equipment. GCH reserves the right to periodically access, monitor, print, copy, and disclose the contents of computer files and drives and e-mail and voice mail messages. Such actions taken may only be done with prior approval of the Compliance Officer.

Associates shall not use GCH computers, communication systems, or related equipment to send or receive any message or download or retrieve any materials (video or audio) that could be considered inappropriate or illegal under state or federal law. GCH computers, communication systems, or related equipment shall not be used to create, store, view, send or receive messages or materials (video or audio) having language or images that may reasonably be considered offensive, harassing, demeaning, or disruptive to any Associate. Such prohibited conduct includes, but is not limited to, sexually explicit or derogatory comments or images, gender-specific comments, racial epithets and slurs, or any comments, jokes, or images that would offend someone or create a hostile work environment based on his/her race, color, sex, religion, creed, national origin, age, or disability.

No Associate shall use GCH computers and communication systems, or related equipment to send chain letters, personal broadcast messages, or copyrighted materials that are not authorized for reproduction; to conduct a job search; or open misaddressed mail.

***Standard 6.7 – Political Activity***

No Associate shall use corporate resources, including e-mail, for personally engaging in political activity. While an Associate may participate in the political process on his or her own time and at his or her own expense, an Associate shall not give the impression he or she is speaking on behalf of or representing GCH in these activities.

## **PRINCIPLE 7 – CONFLICTS OF INTEREST**

**Associates owe a duty of undivided and unqualified loyalty to the organization. Associates shall not use their positions to profit personally or to assist others in profiting in any way at the expense of the organization.**

A conflict of interest may occur if an Associate's outside activities, personal financial interests, or other personal interests influence or appear to influence his/her ability to make objective decision in performing his/her job responsibilities. A conflict of interest may also exist if the demands of any outside activities hinder or distract an Associate from the performance of his/her job responsibilities. Every Associate is obligated to ensure he/she remains free of any such conflict of interest.

### ***Standard 7.1 – Outside Financial Interests***

While not all inclusive, the following are examples of the types of activities by an Associate, or household member of such person, which might cause conflicts of interest. Associates, therefore, must refrain from engaging in these and similar activities.

1. Ownership in or employment by any outside concern which does business with GCH. This does not apply to stock or other investments held in a publicly held corporation, *provided* the value of the stock or other or other investments does not exceed 5 percent of the corporation's stock. GCH may, following a review of the relevant facts, permit ownership interests which exceed this amount if management concludes such ownership interests will not adversely impact GCH's business interest or the judgment of the covered person.
2. Conduct of any business not on behalf of GCH with any vendor, supplier, contractor, or agency, or any of their officers or Associates.
3. Representation of GCH by an Associate in any transaction in which he or she or a household member has a substantial personal interest.
4. Disclosure or use of confidential, special, or inside information of or about GCH, particularly for personal profit or advantage of the member of the workplace or a household member.
5. Competition with GCH by an Associate, directly or indirectly, in the purchase, sale, or ownership of property or property rights or interests or business investment opportunities.

### ***Standard 7.2 – Services for Competitors/Vendors***

No Associate, or household member of such person, shall perform work, consult with, or render services for any competitor of GCH or for any organization with which GCH does business or which seeks to do business with GCH outside of the

normal course of his/her employment with GCH without approval of the Associate's supervisor. Nor shall any such Associate be a director, officer, or consultant of such an organization, nor permit his/her name to be used in any fashion that would tend to indicate a business connection with such organization.