

by

AFFILIATION AGREEMENT

University of Hawai'i /
Hawai'i Pacific Health

(Affiliate Name)

This AFFILIATION AGREEMENT (hereafter the "Agreement") is entered into this _____ day
of _____, but effective as of April 1, 2018 (hereafter the "Effective
(Month) (Year) (Effective Date)
Date") by and between the University of Hawai'i, the state university and a body corporate and
public corporation of the State of Hawai'i, whose business address is 2444 Dole Street, Bachman
Hall, Honolulu, Hawai'i 96822 (hereafter the "University"), for the benefit of the University of
Hawai'i at Kapi'olani Community College, whose business address is
(Name of University School or College)
4303 Diamond Head Road, Honolulu, Hawaii 96816
(University School or College Address)
and Hawai'i Pacific Health (includes Kapiolani Medical Center for Women & Children, Pali Momi
(Affiliate Name)
Medical Center, Straub Clinic & Hospital, Wilcox Memorial Hospital, and Kauai Medical Clinic)
(Continued Affiliate Name)
whose business and mailing address is 55 Merchant Street, Honolulu, Hawaii 96813
(Affiliate Business Address)
(hereafter called the "Affiliate"). As used in this Agreement, the term "Affiliate Facilities" refers to
and includes all of the Affiliate facilities used by or in connection with
Hawai'i Pacific Health (includes Kapiolani Medical Center for Women & Children, Pali Momi
(Affiliate Name)
Medical Center, Straub Clinic & Hospital, Wilcox Memorial Hospital, and Kauai Medical Clinic) .
(Continued Affiliate Name)

RECITALS

WHEREAS, the University's Board of Regents approved the establishment of a professional
education program known as University of Hawai'i at Kapi'olani Community College, ,
(Name of University School or College)
and focused on Health Academic Programs (see Exhibit "A") , (hereafter the "School"); and
(Name of Focus of Study)

WHEREAS, this School requires field practicum opportunities where the students enrolled in
the School (hereafter collectively the "Students") can apply knowledge and skills learned at the
School in working with the Affiliate's patients and staff; and

WHEREAS, the Affiliate has the necessary facilities and resources to provide the Students
with field or clinical practicum opportunities required by the School; and

WHEREAS, it is of mutual interest and advantage to the University and the Affiliate that the
Students be given the benefit of field or clinical practicum experiences at the Affiliate Facilities so as
to provide the Students with the opportunity to train and obtain further education and instruction
within a clinical practicum setting (hereafter collectively the "Clinical Experiences"); and

WHEREAS, the University and the Affiliate are willing to work together to provide the
Students with the Clinical Experiences; and

WHEREAS, the University and the Affiliate are desirous of providing and furnishing to the
Students the Clinical Experiences under the terms and conditions described herein,

JAN - 9 2018

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the University and the Affiliate mutually agree as follows:

A. SPECIFIC UNIVERSITY RESPONSIBILITIES

The following are University responsibilities that will be performed primarily by the School:

1. **Establish education program.** Plan, establish, and conduct a prescribed educational program, including developing a curriculum, for the Clinical Experiences for the Students in consultation with the Affiliate (hereafter the "Program"). The School will develop and establish the Program prior to start of the Clinical Experiences or the Program, including a mutually agreeable schedule of the times that the Students are expected to be in the Affiliate Facilities and the period of time needed to complete the Clinical Experiences for each Student. The School shall endeavor to send the name(s), complete clinical course data for each Student, and any additional required information to the Affiliate at least two (2) weeks before the beginning date of each session of the Program.
2. **Refer qualified Students.** Refer to the Affiliate only Students who are qualified in relation to their education to participate in the Program at the Affiliate Facilities.
3. **Provide Program curricula.** Provide the Affiliate with an updated copy of the Program curricula, learning objectives to be achieved at Affiliate Facilities, and the School's Program evaluation forms and guidelines, at least two (2) weeks prior to the beginning of each session of the Program.
4. **Furnish administrative support.** Furnish administrative support and/or data including curricula, admissions, scheduling, attendance, accounting, and achievement records similar to those maintained for all other Students. The School shall maintain all School's Program faculty personnel records and Student academic records.
5. **Designate Program director.** Designate an appropriately qualified and licensed School faculty member to be Program director and coordinate with a designee of the Affiliate in planning the Program for the Students and to be responsible for supervision of the Students.
6. **Provide instructors.** Provide qualified instructors to teach all prescribed courses related to and supportive of the Program and provide appropriate classroom instruction to Students prior to their participation in the Program.
7. **Inform Students and School Program faculty members to abide by Affiliate policies and procedures.** Inform the Students and the School's Program faculty members that they are responsible for abiding by and complying with the Affiliate's policies and procedures while using Affiliate Facilities, including maintaining the confidentiality of patient information and preventing the unauthorized disclosure of such information in accordance with the Health Insurance Portability and Accountability Act of 1996, Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996 as amended by Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5, 123 Stat. 226, February 17, 2009, and their implementing regulations, such as the Security Rule and the Privacy Rule (see 45 C.F.R. 160 and 164), as said acts, laws, statutes, rules, and regulations may be amended from time to time (hereafter collectively referred to as "HIPAA"), together with other applicable state and federal laws and Affiliate policies and procedures.

a. Patient information access restricted to Program purposes only. No Student or School's Program faculty member shall have access to or have the right to review any medical record, or health care record, except where necessary in the regular course of the Program.

b. Improper handling/disclosure may result in dismissal from the Program. The discussion, transmission, or narration in any form by Students or the School's Program faculty members of any patient information of a personal nature, medical or otherwise, is forbidden except as a necessary part of the Program and any violations of this prohibition, if properly established, shall constitute grounds for immediate dismissal of the Student and/or the School's Program faculty member from the Program.

8. Inform Students and School Program faculty members to comply with Applicable Laws. The School shall inform the Students and its Program faculty members that they are responsible for observing and complying with all Applicable Laws. "Applicable Laws" mean all federal and state laws, statutes, codes, rules, regulations, standards, directives, permits, and all legislative, administrative, or judicial orders, decrees, requirements, rulings, or judgments, which now or in the future may be applicable to the School, the Affiliate, healthcare programs in general, the use of the Affiliate Facilities, and the conduct of any business therein, including, without limitation, compliance with anti-kickback statute, 42 U.S.C. 1320a-7b (b), the STARK Law, 42 U.S.C. 1395nn, and Executive Order 13496 or any successor requirement, if any as applicable, as set forth in 29 CFR Part 470, and any other applicable law.

9. Inform Students and School Program faculty members to comply with standards of practice. The School shall inform the Students and its Program faculty members that they are responsible for performing their duties under this Agreement in a manner that is consistent with applicable standards of practice set forth by Applicable Laws and applicable accreditation agencies.

10. Enforce rules. The School and the Affiliate shall enforce rules and regulations governing Students that are mutually agreed upon by the School and the Affiliate. The School shall be responsible for discipline of Students in the Program, as determined by the School.

11. Notify Affiliate of program changes. The School shall notify the Affiliate as soon as practicable of any anticipated changes in the Program, educational policy, program services, or other matters that may have significant implications for the Affiliate or the Affiliate Facilities, programs, services, and operations.

12. Abide by approved schedules. Require that Students and School's Program faculty members abide by School approved schedules for the Program.

13. Comply with withdrawal or exclusion request. Comply with a written request by the Affiliate to exclude or withdraw a Student from the Program or exclude Student from any of the Affiliate Facilities for any reason and in the Affiliate's sole discretion, within five (5) days of receipt of such notice, provided that if the School disagrees with such request, the Affiliate and the School agree to: (1) utilize the dispute resolution process herein and (2) require the Student to stay away from the Affiliate Facilities during the pendency of the dispute resolution process if and to the extent deemed necessary by the Affiliate.

14. Patient/client care is Affiliate responsibility. The School shall accept, and shall inform the Students and require them to acknowledge in writing their understanding of the principle that the Affiliate and the Affiliate's staff have the primarily and complete responsibility for the care, management, and control of the patients and clients, including, without limitation, the provision of all services, and the performance of all related duties and responsibilities. The School and the Affiliate understand and agree that in no case shall any of the Students participating in the Program be assigned or have the primary responsibility for the care of patients/clients and shall not be placed in a position of having or being deemed to replace Affiliate staff.

15. Collaborate on assignments. The School shall collaborate and cooperate through mutual efforts with appropriate Affiliate staff to help ensure the success of the Students within the Program with respect to the Clinical Experiences, including, without limitation, developing and revising operational plans, determining the number and levels of the Students assigned to the Program and the various Clinical Experiences, scheduling individual shifts, setting and adjusting annual and weekly schedules, establishing recording and reporting procedures, and handling other matters or procedures that impact the administration and operation of the Program and the Clinical Experiences (including, without limitation, the education, training, and teaching components of the Clinical Experiences).

16. School to provide Program orientation. The School shall provide the Affiliate's staff with an orientation of the goals, objectives, format, content, and details of the Program and the Clinical Experiences to be implemented at the Affiliate Facilities.

17. Complete orientation requirements. Require all Students and School's Program faculty members to complete the Affiliate's orientation requirements and all applicable corporate compliance training (to include HIPAA Privacy and HIPAA Security training), and sign all orientation forms as required by the Affiliate. The School will collect the completed orientation and training forms and return them to the Affiliate hosting department. The School agrees to help facilitate such orientation and training (which will be scheduled and provided by the Affiliate), including informing Students and the School's Program faculty members of the importance of being familiar with and understanding the Affiliate's Orientation Manual and compliance training materials and completing any required forms, provided that the Affiliate furnishes current and updated versions of such manual and materials to the School at least thirty (30) days prior to the start of each session of the Program.

18. Joint Training. The Affiliate and the School shall jointly sponsor, arrange, and conduct training sessions for all Students and the School's Program faculty members covering the applicable confidentiality requirements, including, without limitation: (a) applicable laws, statutes, ordinances, rules, regulations, orders, and directives and (b) applicable Affiliate policies, procedures, rules, and guidelines. Such training sessions will also include such training curriculum or requirements that may be mutually developed and approved by and between the Affiliate and the School, or as may be recommended by the Hawai'i HIPAA Readiness Collaborative ("HRC") which is a cooperative of Hawai'i health care agency representatives or similar HIPAA collaborative or task group.

19. Periodic evaluation. The School shall meet with the Affiliate's staff at the Affiliate Facilities on a periodic basis to evaluate the Program, the Students, the School's Program faculty members, the Affiliate's staff, and the Clinical Experiences.

20. Generate grade reports. Require that the School's Program faculty members generate grades for each of the Students participating in the Program, which are to be reported in the Students' records and based on Student achievement of specified skills as assessed by Affiliate staff and the School's Program faculty members.

21. Require participants to meet health status requirements. Provide to the Affiliate, prior to the start of each session of the Program, a written document signed by each Student certifying that each such Student meets the Affiliate's health status requirements, which document shall be provided to the School by the Affiliate at least one hundred twenty (120) days prior to the start of each session of the Program. Each of the School's Program faculty members shall sign and submit a written document confirming that the Program faculty member meets the Affiliate's health status requirements. Such health status requirements currently include the following: tuberculosis clearance, applicable fitness testing, Rubella (German Measles), Rubeola (Measles), and Varicella (Chicken Pox) vaccinations, and proof of current immunization for Hepatitis B or signed waiver/declination. Prior to the start of each session of the Program, and if applicable under the Program, the School shall also provide to the Affiliate a written document signed by: (a) each Student showing that each such Student holds a current certification for Basic Life Support Health Care Provider and (b) each of the School's Program faculty members holds a current license to practice in the State of Hawai'i in the professional fields covered by the Program. All required certification and documentation for the Students and the School's Program faculty members must be provided to the Affiliate prior to their arrival at the Affiliate Facilities.

22. Inform Students. Inform Students that they are responsible for:

a. Providing uniforms. Providing the necessary and appropriate uniforms that may be designated, but not provided, by the Affiliate. The Students must wear and display their Student badge issued by the School along with the visitor badge provided by the Affiliate at all times while present inside the Affiliate Facilities.

b. Arranging transportation. Arranging for their transportation to and from the Program and the Affiliate Facilities.

c. Arranging for health insurance. Arranging and paying for their health and liability insurance to cover them while participating in the Program at the Affiliate Facilities.

d. Being financially responsible for emergency care. Being financially responsible for whatever emergency care is provided by the Affiliate to the Student for illness or accident incurred while at or within the Affiliate Facilities.

23. Supplying additional information. Be responsible for supplying any additional information reasonably required by the Affiliate prior to the beginning of each session of the Program.

24. Not employ or contract with ineligible persons. Not employ or contract with directly or indirectly, any individual or entity who is identified as "ineligible," as defined by the U.S. Department of Health and Human Services (hereafter "HHS") Office of Inspector General (hereafter "OIG"), or who has opted out of Medicare for the provision of healthcare services, utilization review, medical social work, or administrative services with respect to members. "Ineligible" is defined by the OIG as an individual or entity who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or

nonprocurement programs or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a) (but has not yet been excluded, debarred, suspended, or otherwise declared ineligible). The School also shall not refer any "ineligible" individuals to participate in the Program, including the Clinical Experiences, at the Affiliate Facilities. The School will require the Students and the School's Program faculty members to notify Affiliate immediately if they discover an "ineligible" individual who is involved in the Program or the Clinical Experiences at the Affiliate Facilities.

25. **Affiliate Compliance Program.** The University acknowledges that the Affiliate may have developed a Compliance Program which is intended to govern Affiliate operations, including operations at the Affiliate Facilities. If the Affiliate advises the University of such Compliance Program, then the following applies.

a. **Affiliate to inform University of changes.** The Affiliate has agreed to continue to keep the University advised regarding any significant changes to the Affiliate's Compliance Program.

b. **University to advise Affiliate of concerns.** The University will advise the Affiliate of any University concerns regarding the establishment, operation, and implementation of the Affiliate's Compliance Program. The Affiliate agrees to timely and promptly address the University's concerns and not require the University to comply with such portions of the Affiliate's Compliance Program that the University is questioning unless and until the University's concerns are adequately addressed, except as required by law.

c. **University shall require Students to comply.** The University agrees to comply, and shall require the Students, while at or within the Affiliate Facilities for the Clinical Experiences, to comply with the Affiliate's Compliance Program and such applicable federal program requirements and Affiliate policies to the extent permitted by law, available funding, and the capacity and authority granted by the University's Board of Regents and the University's administration. The University agrees to require the Students and the School's Program faculty members to participate in training programs, to the extent required.

d. **Students to complete background checks, immunizations, and drug testing.** The University agrees to inform the Students that the Students are responsible for satisfactorily completing any required background checks, immunizations, and drug testing in accordance with procedures and timelines established by the Affiliate and approved by the University.

B. SPECIFIC RESPONSIBILITIES OF THE AFFILIATE

1. **Provide Clinical Experiences.** The Affiliate shall provide Clinical Experiences for the Students in patient/client care in accordance with the curricula adopted for the Program and (a) cooperate with the School to help achieve the objectives of the Clinical Experiences and the School's Program, (b) make reasonably available the Affiliate Facilities, services (such as support services and related services), and resources (such as equipment, and supplies), and (c) provide the Students with the Clinical Experiences, including, without limitation, clinical and educational experiences related to the Program.

2. **Accept Students.** Accept from the School the mutually agreed upon Student(s) enrolled in the Program and permit such Students and the School's Program faculty member's access to Affiliate Facilities appropriate for the Program (including classroom and conference room space

when available). The Affiliate shall appropriately orient the School's Program faculty members to the Affiliate Facilities and update them, as applicable, regarding any new equipment or procedures.

3. Retain responsibility for Affiliate patients/clients. The Affiliate shall retain primary and complete responsibility for the care, management, and control of all Affiliate patients and clients, including, without limitation, the provision of all services and the performance of all related duties and responsibilities. It is understood that in no case shall any of the Students participating in the Program be assigned or have the primary responsibility for the care of patients/clients and shall not be placed in a position of having to replace or be considered a substitute for Affiliate staff.

4. Furnish qualified Affiliate staff members. The Affiliate shall provide Affiliate staff members, meeting qualifications as mutually agreed upon between the School and the Affiliate and as specified by the School's Program, who will be responsible for working with the Students (and supervising them to the extent agreed to between the parties) in connection with the Clinical Experiences at the Affiliate Facilities (collectively the "Program Liaison").

5. Appointment of qualified health related faculty. If agreed to by the Affiliate, the University shall appoint appropriately qualified Program related faculty members who shall have staff privileges at and be credentialed by the Affiliate to provide team care, teaching, or other educationally related services related to the Program. The Affiliate agrees to grant staff privileges and credentials to the School's Program faculty members so appointed or designated by the University to help provide team care, teaching, or other educationally related services related to the Program, provided that such Program faculty members are properly qualified or licensed and meet the Affiliate's minimum requirements.

6. Designate Program liaison. Designate an Affiliate manager, administrator, or otherwise qualified professional to participate and work with the School's Program director in planning, implementing, and coordinating the Program. The Affiliate shall assure that the Program Liaison: (1) provides education supervision at least one hour per week for the Students, (2) attends appropriate School-sponsored meetings and trainings, (3) meets with School representatives at periodic Affiliate visits to discuss learning opportunities and Student performance, and (4) prepares evaluation reports as required by the School.

7. Conduct orientation. The Affiliate shall provide the Students with (a) an orientation covering the Affiliate Facilities, programs, policies, practices, rules, and regulations and (b) current copies of the Affiliate's policies, practices, rules, and regulations at the time of such orientation.

8. Affiliate visits. The Affiliate shall submit to at least one formal Affiliate visit by the School per academic year (and as periodically required by the School) of the Affiliate Facilities, including meeting with Affiliate staff and leadership, evaluating the effectiveness of the Program, and reviewing Program documentation, Program services, Students' records, and such other items pertaining to the Program.

9. Provide supporting amenities. In accordance with the existing staff policies of the Affiliate Facilities, the Affiliate shall provide the School's Program faculty members and the Students with amenities (such as parking and call rooms) as deemed appropriate, available, and consistent with other educational programs within the Affiliate and the Affiliate Facilities, while the School's Program faculty members and the Students are assigned to the Affiliate's Facilities.

10. **Notify School.** The Affiliate shall notify the School as soon as possible of any changes in the Affiliate's policies, practices, rules, regulations, programs, services, facilities, operations, or other matters that may have significant implications for the Program or any of School's programs, services, or operations or impacts the Students or the School's Program faculty members.

11. **Provide rules, policies, and procedures.** Provide to the School, current and updated copies of all Affiliate policies, practices, rules, regulations, procedures, and guidelines applicable to the Program (to the extent agreed upon between the Affiliate and the School) at least thirty (30) days prior to the start of each session of the Program.

12. **Notify of unsatisfactory performance.** If the Affiliate determines that a Student is not performing satisfactorily within the Program, the Affiliate will notify the School of the Affiliate's intent to no longer permit a Student to participate in the Program at the Affiliate Facilities. However, prior to the Affiliate issuing such notice, the Affiliate's Program Liaison is required to develop and implement a remedial plan with the Student under the guidance of the School that addresses the deficiencies and identifies the actions or activities necessary to improve Student performance. The Affiliate may request the School to withdraw from the Program or exclude from any of the Affiliate Facilities any Student who, in the Affiliate's sole judgment: (1) is not performing satisfactorily, (2) refuses to follow the Affiliate's administrative and patient care policies, practices, rules, regulations, procedures, and guidelines applicable to the Program, (3) does not meet the Affiliate's employee standards for safety, health, cooperation, or ethical behavior that the Affiliate imposes on the Affiliate's own employees, including those involving behavior, dress, and hygiene, or (4) whose conduct or state of health is deemed detrimental by the Affiliate to the best interest of the Affiliate or its patients or staff. Such request must be in writing and must include a statement of the reason or reasons why the Affiliate desires the School to withdraw the Student and/or exclude such Student from any of the Affiliate Facilities. If the School disagrees with such request, the Affiliate and the School agree to: (1) utilize the dispute resolution process in this Agreement, and (2) require the Student to stay away from Affiliate Facilities during the pendency of the dispute resolution process if and to the extent deemed necessary by the Affiliate, pending investigation and resolution of the matter by the Affiliate.

13. **Affiliate to cooperate.** To the extent that any action taken by the Affiliate under or pursuant to this Agreement, including section B.11 herein, implicates or affects the hearing or appeal processes conducted pursuant to the University's Code of Conduct (hereafter the "University Code"), the Affiliate shall cooperate with the School in any investigation or proceedings relating to such hearing or appeal processes under the University Code. The Affiliate agrees to: (a) keep the School informed of the progress and results of the Affiliate's investigation of the Student's conduct and (b) allow the School to participate in the Affiliate's investigation of the Students' conduct.

14. **Safety concern.** The Affiliate shall immediately notify the School in writing of any situation or behavior involving any Student or any of School's Program faculty members that: (1) are deemed by the Affiliate to pose a significant, credible, or specific threat of harm to any person, including the Affiliate's patients or staff or (2) may jeopardize the ability or capability of the School or the Affiliate to perform or meet their obligations under this Agreement.

15. **Provide equipment/supplies.** The Affiliate shall provide equipment and supplies needed for the conduct of the Program and the Clinical Experiences at the Affiliate Facilities.

16. Permit participation by designated personnel. The Affiliate shall permit designated personnel of the Affiliate to participate with the School's Program faculty members in the instruction of Students, provided that such participation does not unreasonably interfere with the service commitments of the Affiliate personnel.

17. Provide emergency care to Students and Program faculty. The Affiliate shall provide, as required by EMTALA laws for emergency medical conditions, stabilizing emergency medical care for the Students and the School's Program faculty members involved with the Clinical Experiences or any other portion of the Program, who are injured or become ill while: (a) participating in the Clinical Experiences or such other portion of the Program or (b) at or within any of the Agency Facilities. Except as herein provided, the Affiliate shall have no obligation to furnish medical or surgical care to any Student or the School's Program faculty member.

18. Conduct of Affiliate operations. The Affiliate shall operate and maintain the Affiliate Facilities in accordance with the standards prescribed and maintained by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and shall maintain all licenses required by the applicable laws, statutes, ordinances, rules, and regulations of the federal, state, and county governments, including, without limitation, all licenses required to own and operate the Affiliate facilities.

C. COOPERATIVE COMMITMENTS

1. No exchange of financial obligations. It is understood and agreed by both the Affiliate and the School that this Agreement does not provide for any specific payment or exchange of money nor is it intended that each necessarily incur any financial obligations. There will be no compensation of any kind exchanged or paid between the parties under this Agreement. Neither party shall incur any financial obligation on behalf of the other party. The Students will not be entitled to any monetary or other remuneration for services performed by them at the Affiliate Facilities, nor will the Affiliate be required to pay the Students for any services performed by or activities completed by the Students in connection with the Clinical Experiences.

2. Status of Students and School Program faculty members. It is expressly agreed and understood by the School and the Affiliate that the Students in the Program are in attendance at the Affiliate Facilities solely for educational purposes, and are not employees of the Affiliate for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance. The parties agree that the School's Program faculty members are employees of the University and will not be considered employees or agents of the Affiliate except to the extent that such Program faculty members are in fact employees of the Affiliate.

a. Students not agents of Affiliate or School. For the purposes of this Agreement, both parties mutually agree that the Students will not be considered either employees or agents of the University, the School, or the Affiliate.

b. Students may be employed under separate agreement. This provision shall not be deemed to prohibit the employment of any Students by either party under a separate employment agreement or arrangement. The School shall notify each Student of the contents of this paragraph.

3. **No employer/employee relationship.** Both parties mutually agree that nothing in this Agreement is intended to, nor shall it be construed to create, an employer/employee relationship between the School and the Affiliate's officers, employees, agents, or representatives, nor between the Affiliate and the Students, nor between the Affiliate and the School's Program faculty members, officers, employees, or representatives. The mere participation in the performance of the work and services under this Agreement shall not constitute nor be construed as employment with each other and shall not entitle each party or each party's officers, employees, agents, and representatives to vacation, sick leave, retirement, or other benefits afforded the other party's employees. Each party shall be responsible for payment of applicable income, social security, and any other federal, state, county or municipal taxes and fees of their respective employees. The parties understand and agree that under no circumstances shall any of the Students be considered an agent, officer, or employee of the University or the School.

4. **Independent entities.** Except as otherwise specified herein, the parties mutually agree that nothing in this Agreement shall be construed to create any relationship between the School and the Affiliate, other than that of independent entities contracting with each other solely for the purpose of performing services under this Agreement, including providing the Clinical Experiences. Neither the parties hereto, nor any of their respective officers, directors, agents, or employees shall, by virtue of this Agreement, be deemed to exercise any function for the other party, except as specifically provided herein. In the performance of the work, services, duties, and obligations under this Agreement, the School and the Affiliate shall at all times act and perform as "independent contractors," each with the authority and responsibility to control and direct the performance and details of its work, services, duties, and obligations required under this Agreement; however, the parties shall have a general right to inspect work in progress to determine whether the work, services, duties, and obligations are being performed by the other party in accordance with the terms of this Agreement.

5. **Term.** This Agreement shall be in full force effective for a period of 5 years(s),
(# of Years)
from and after the Effective Date to and including March 31, 2023, unless otherwise
(Agreement Termination Date)
amended or sooner terminated as provided in this Agreement.

6. **No unlawful discrimination.** The parties agree to the following:

a. **Students selection.** The parties agree that all Students participating in the Program pursuant to this Agreement shall be selected without discrimination on account of race, sex, sexual orientation, gender identity or expression, color, creed, religion, national origin, ancestry, age, physical or mental disability, marital status or veteran status.

b. **School and Affiliate.** In the performance of this Agreement, the Affiliate and the School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and directives prohibiting discrimination, including without limitation, laws prohibiting discrimination: (1) on the grounds of race, color, national origin, ancestry, religion, creed, sex, sexual orientation, gender identity or expression, age, physical or mental disability, marital status, or veteran's status or (2) in affording, providing, or granting the benefits of the services performed by the parties under this Agreement.

c. **Examples of applicable laws.** Such anti-discrimination laws include at least the following: the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of

1990, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, each party shall comply with all requirements of any applicable affirmative action laws, including, without limitation, Executive Orders 11246, 11375, or any successor orders, if and to the extent applicable, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, sexual orientation, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, FR Part 60.

d. Termination. In the event of noncompliance by either party with the provisions of this section, this Agreement may be suspended or terminated by the complying party, subject to both parties complying with the dispute resolution process described herein.

7. Mutual cooperation. The Affiliate and the School agree to mutually cooperate and work toward operating and implementing a successful Program, including successful Clinical Experiences.

8. Program period. The period of time for each session of the Program and the duration of each Student's participation in the Program shall be agreed upon by the parties before the beginning of each session of the Program. The maximum number of Students permitted to participate in each session of the Program shall be mutually agreed upon by the parties, based upon the availability of space and other considerations. The Affiliate shall have the right not to accept Students or to terminate and exclude individual Students at any time, and for any reason during the term of this Agreement, subject to the School's right to have any dispute over such non-acceptance, termination, or exclusion submitted to the dispute resolution process described herein and the Affiliate's right to exclude the Student(s) from any of Affiliate Facilities, pending the investigation and resolution of the dispute.

9. Formalize operational details. The School's Program director and the Affiliate's Program Liaison shall work together and formalize by letter operational details of the Program, including a mutually agreeable schedule of the times Students are expected to be in the Affiliate Facilities.

10. Mutual agreement as to changes. The School and the Affiliate agree that any future changes that may result in any changes to this Agreement (including, without limitation, revising or increasing the scope of responsibilities, altering the number and type of the Students and/or the School's Program faculty members, or submitting funding requests) will be discussed in advance but not implemented unless and until there is mutual agreement in writing between both parties regarding such changes.

D. CONFIDENTIALITY OF PATIENT AND TREATMENT INFORMATION

1. Confidentiality and HIPAA compliance. The School and the Affiliate agree to comply with all Applicable Laws relating to the confidentiality of patient and treatment information, including, without limitation, HIPAA.

2. HIPAA compliance. It is understood that the neither the University nor the School is considered a "Covered Entity", "Business Associate" or "Subcontractor" (as defined in HIPAA) of the Affiliate for purposes of this Agreement. Moreover, solely for the purpose of defining the role of the Students in relation to the use and disclosure of the Affiliate's protected health information, the Students are defined as members of the Affiliate's workforce, as that term is defined in HIPAA, when engaged in activities pursuant to this Agreement. The Students, however, are not and shall not

be considered to be employees of the Affiliate except to the extent that the Students have signed a separate employment agreement with the Affiliate.

3. Compliance with Affiliate HIPAA policies and procedures. The Students and the School's Program faculty members participating in the Clinical Experiences at the Affiliate Facilities under this Agreement shall be trained by the Affiliate in, and shall be required to comply with, the Affiliate policies and procedures in handling confidential health information, such as personally identifiable health information (hereafter "PHI") and individually identifiable health information as defined in HIPAA (hereafter "IIHI"), while participating in the Clinical Experiences at the Affiliate Facilities. The School and the Affiliate acknowledge that neither the University nor the School become subject to HIPAA because the Students and School's Program faculty members may access and handle PHI and IIHI at the Affiliate Facilities under the terms of this Agreement.

4. No disclosure of confidential or proprietary information. Except as may be required by Applicable Laws, including, without limitation, compliance with any laws relating to the public disclosure of School documents such as chapter 92F, Hawai'i Revised Statutes, and by any subpoena, civil investigative demand, or similar process or order, the School and the Affiliate shall not, at any time, in any manner, either directly or indirectly, without prior written approval of the other party, divulge, disclose, release, or communicate to any person or entity, any information considered or designated as confidential or proprietary or protected patient information.

Failure to comply may result in immediate termination of this Agreement, at the discretion of the non-breaching party and the non-breaching party may seek an injunction or other court order to prevent any further disclosure or communication and resort to such remedies, at law or in equity, as the non-breaching party believes it may have against the breaching party for such failure to comply, provided that the breaching party, by this provision, is not conceding that any such remedies exist.

5. Training on the handling of confidential information. The University and the Affiliate shall jointly sponsor, arrange, and conduct training sessions for the Students and the School's Program faculty members involved in the Clinical Experiences under this Agreement covering the applicable confidentiality requirements, including, without limitation: (a) the Applicable Laws relating to confidentiality requirements, and (b) applicable Affiliate policies, procedures, rules, and guidelines. Such training sessions will also include such training curriculum or requirements that may be mutually developed and approved by and between the Affiliate and the University or if applicable, as recommended by the Hawai'i HIPAA Readiness Collaborative which is a cooperative of health care agency representatives.

6. Affiliate to protect confidentiality. The Affiliate will protect the confidentiality of information that it receives from the University and the School to the extent required under applicable state and federal laws including, without limitation, the Family Educational Rights and Privacy Act, as amended, and together with its implementing rules and regulations (hereafter "FERPA"). The Affiliate will indemnify, defend, and hold harmless the University and the School and their officers, employees, agents, representatives, and any person acting for or on behalf of the University or the School, from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) arising from the Affiliate's failure to protect the confidentiality of information that it receives from the University or the School.

7. Records provided remain School property. Except to the extent required by applicable federal or state laws or by order of a court or government agency, the Affiliate shall treat all information provided by the University and the School to the Affiliate as confidential material, including, without limitation, any Student background information and educational records. All records provided by the University or the School to the Affiliate shall remain property of the University or the School, respectively.

8. School to cooperate with audit or review. To the extent permitted by law, available funding, and authority granted by the University's Board of Regents or the President, the University and the School shall cooperate with the Affiliate's internal auditors or any independent quality review and improvement organization or other external review organization, which is retained by the Affiliate as part of its quality assessment and improvement program. When applicable, to the extent permitted by law, the University and the School agree to make available information and records directly relating to its performance under this Agreement for review and audit by the Affiliate's internal auditors, the Joint Commission on Accreditation of Healthcare Organizations (hereafter "JCAHO"), the National Committee for Quality Assurance (hereafter "NCQA"), the Centers for Medicare and Medicaid Services (hereafter "CMS"), or other accreditation or certification organizations during their audit reviews of the Affiliate. The University and the School shall not furnish any information to Affiliate or accreditation or certification organizations that they have reason to believe is inaccurate.

(see Hawai'i Pacific Health Standards of Conduct in Exhibit "B")

E. RESPONSIBILITY AND INSURANCE.

1. Neither party is responsible for the other. Neither party shall be responsible for the acts and omissions of the Students, the other party, or the other party's employees and agents in carrying out this Agreement. Neither party shall be liable for any judgment, settlement, award, fine nor otherwise, which arises out of the acts and omissions of the Students, such other party, or such other party's employees and agents, under this Agreement. To the extent either party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such party shall take ordinary care that such equipment, product, or other personal property is suitable and fit for the purpose intended by such party, free from defects which may damage the other party, and otherwise operates in accordance with applicable government standards and safety regulations. For the purposes of this Agreement, the Students are not employees or agents of the University, the School, or the Affiliate.

2. University Limitations.

a. University Responsibility. The University shall be responsible for damage or injury caused by the University's officers and employees in the course of their employment to the extent that the University's liability for such damage or injury has been determined by a court or otherwise agreed to by the University. The University shall pay for such damage or injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose. In each instance in this Agreement (including, without limitation, any of the policies, practices, procedures, rules, regulations, and guidelines adopted or implemented by the Affiliate) where the University is obligated to assume responsibility or liability of any type or nature for damages or injuries, including, without limitation, any obligation to perform, be responsible for failure to perform, or pay monies, such obligation shall be subject to and limited by the provisions of this section E.2.a. The Affiliate acknowledges that this provision, in itself, shall not constitute or be interpreted to be any type of indemnification, defense, or hold harmless

obligation of the University. The University's obligations under this section E.2.a shall survive the expiration or earlier termination of this Agreement.

b. University cannot indemnify or be responsible for others. As the University is not authorized to agree to indemnify, defend, hold harmless the Affiliate, or be responsible for the acts or omissions of any other persons or entities (except for the University's officers and employees), the University may not agree to any such obligations. Notwithstanding anything to the contrary contained in this Agreement, in each instance in this Agreement (including, without limitation, any of the policies, practices, procedures, rules, regulations, and guidelines adopted or implemented by the Affiliate) where the University is or may be obligated to: (a) be responsible for the acts/omissions of other persons or entities (except the University's officers and employees) or (b) indemnify, defend, or hold harmless the Affiliate or any other persons or entities, such obligations shall be deemed null and void and such contrary responsibility, indemnity, defense, and/or hold harmless obligations shall be deemed to be superseded by this provision, and of no force or effect.

c. Subject to Funding. To the extent that the University is: (1) obligated to perform under this Agreement, (2) obligated to make any payments under this Agreement, or (3) deemed liable under this Agreement, the University's ability to satisfy such obligations or liabilities, particularly any obligations requiring the payment of any amount of monies, is limited to that which is permitted by law and is subject to the condition that funds are properly appropriated, allotted, or otherwise properly made available for the purpose of satisfying such obligations or liabilities. Notwithstanding anything to the contrary contained in this Agreement, this provision shall apply to and qualify each and every obligation of the University to perform under this Agreement, including, without limitation, any obligation of the University to pay or reimburse the Affiliate for any work performed by the Affiliate due to the University's failure or refusal to perform under this Agreement.

d. University Limitations qualify all obligations. The University and the Affiliate acknowledge and agree that sections E.2.a (University Responsibility), E.2.b (University cannot indemnify or be responsible for others), and E.2.c (Subject to funding) are hereafter collectively the "University Limitations." Notwithstanding and superseding anything to the contrary contained in this Agreement (and any exhibits attached to this Agreement), any and all obligations, duties, responsibilities, and liabilities of the University under this Agreement (including, without limitation, the University's obligations to comply with any of the policies, practices, procedures, rules, regulations, and guidelines adopted or implemented by the Affiliate) are expressly subject to and limited by the University Limitations set forth and defined in this section E.2.d (University Limitations) of this Agreement.

3. Affiliate indemnification. The Affiliate shall indemnify, defend, and hold harmless the University, its officers, employees, agents, representatives, or any person acting on their behalf and the Students from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) arising from any claimed injury to or death of persons, or damage to or destruction of property, resulting from or related to: (1) any act or omission of Affiliate or any of Affiliate's officers, employees, contractors, consultants, agents, representatives, invitees, and any person acting for or on behalf of Affiliate (hereafter collectively the "Affiliate agents"), (2) any accident, fire, or other incident or casualty on or within the Affiliate Facilities and any areas adjacent thereto, and (3) any failure on the part of Affiliate or the Affiliate agents to observe or perform any of the terms and conditions herein or comply with any Applicable Laws. Under no circumstances, shall

any Student or Program faculty member be considered an agent, officer, or employee of the Affiliate. Furthermore, the Affiliate shall reimburse the University, its officers, employees, agents, or any person acting on their behalf, and the Students for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims. The Affiliate's obligations under this section E.3 shall survive the expiration or earlier termination of this Agreement.

4. Student insurance coverage. If applicable, the School shall require that the Students be appropriately covered by professional liability insurance with limits of liability not less than \$1,000,000.00 (One Million) per occurrence, \$3,000,000.00 (Three Million) aggregate.

5. Faculty insurance coverage. To the extent applicable, the University will be responsible for purchasing or acquiring professional liability or malpractice insurance covering the School's Program faculty members performing any work or services under this Agreement, including participating in the Clinical Experiences, with minimum limits of One Million And No/100 Dollars (\$1,000,000.00) per occurrence and an aggregate amount of Three Million And No/100 Dollars (\$3,000,000.00). To the extent applicable, the University may provide such insurance covering the University's Program faculty members through either an insurance company licensed in the State of Hawai'i, a program of self-insurance, or an insurance reserve fund.

6. Affiliate insurance coverage. The Affiliate shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement: (1) general liability and property damage (with an extended endorsement) insurance covering the use of the Affiliate Facilities in connection with the School's Program and the Clinical Experiences and (2) professional liability insurance, or any other form of insurance necessary to provide liability coverage for the services to be provided under this Agreement, all issued by one or more insurance companies or indemnity companies authorized to do business in the State of Hawaii (Indicate the State Where Affiliate is Located)

each coverage with minimum limits of at least One Million Dollars (\$1,000,000.00) arising out of each occurrence and at least Three Million Dollars (\$3,000,000.00) in the aggregate. The liabilities to be covered by the insurance described hereunder may be covered through a self-insurance program.

F. TERMINATION OF AGREEMENT

1. Either party may terminate. Either party may terminate this Agreement without cause by giving at least one hundred twenty (120) days prior notice in writing to the other party at the addresses hereinabove set forth. Such termination shall not take effect, however, with regard to the Students already enrolled in and participating in the Program at the time of such notice until such time as those Students have completed their respective Clinical Experiences and enrolled courses of the School's Program, provided that the Affiliate continues to provide Clinical Experiences from or at the Affiliate Facilities.

2. Survival of obligations after termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or are intended to or expressly survive such termination or expiration, as provided under this Agreement, including without limitation, the Affiliate indemnity and insurance obligations hereunder (such as sections D.6 (Affiliate to protect confidentiality), E.3 (Affiliate indemnification), and E.6 (Affiliate insurance coverage) and the University Limitations. If this Agreement is terminated, any other provision of this Agreement notwithstanding, the breaching party shall not be relieved of liability to the non-breaching party because of any breach of this Agreement.

3. Changes in Law.

a. Legal Event; Consequences. Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents) or any other federal, state, or local governmental agency, or any court or administrative tribunal passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to, those relating to any regulations pursuant to state or federal anti-kickback or self-referral statutes (collectively or individually as a "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with section F.3.b herein.

b. Notice Requirements. The Noticing Party shall give notice to the other party setting forth the following information relating to the Legal Event:

- (1) Legal Event. The Legal Event(s) giving rise to the notice;
- (2) Potential consequences. The potential consequences of the Legal Event(s) as to the Noticing Party;
- (3) Intent notice. The Noticing Party's intention to either:
 - (a) Terminate. Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
 - (b) Amend. Amend this Agreement, together with a statement that the purpose of the amendment is one or more of the following:
 - (i) Anti-kickback rules. To further comply with any anti-kickback or Stark II statutory provision or rules or regulations created or affected by the Legal Event(s); and/or
 - (ii) Licensure and accreditation requirements. To satisfy any licensure, accreditation, or certification requirements created or affected by the Legal Event(s); and/or
 - (iii) Minimize prosecution risk. To eliminate or minimize the risk of prosecution or civil monetary penalty;
- (4) Proposed amendments. The Noticing Party's proposed amendment(s); and
- (5) Renegotiation period start. The Noticing Party's request for commencement of the Renegotiation Period (as defined below).

c. Renegotiation Period; Termination. Regardless of whether the Noticing Party intends to terminate or amend the Agreement, the parties shall have thirty (30) days from the giving of such notice ("Renegotiation Period") within which to attempt to amend this Agreement in accordance with the Noticing Party's proposal (if any) or otherwise as the parties may agree. If this Agreement is not so amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the thirtieth day after said notice was given.

4. Return of Affiliate property. Upon any termination or expiration of this Agreement, the University shall immediately return to the Affiliate and/or the Affiliate Facilities all of the Affiliate's property, including the Affiliate's equipment, supplies, furnishings, and records, which are in the University's possession or control.

G. GENERAL PROVISIONS

1. Dispute resolution. If any disputes arise between the University and the Affiliate concerning any aspect of this Agreement, the University and the Affiliate will use their best efforts to address and resolve such disputes and the parties agree to negotiate face-to-face or video or phone conference within twenty (20) days of receipt of a letter describing the nature of the dispute and referencing this section of the Agreement. If there is a face-to-face meeting, it will be held on the island of Oahu, Hawai'i, at the place of business of the party receiving the letter unless the parties mutually agree to meet at another place. In the event the matter is not resolved by negotiation within thirty (30) days of this initial negotiation meeting, the parties shall submit the dispute to mediation with a mutually acceptable alternative dispute resolution firm, with the parties equally sharing the costs of the mediator and the mediation (but each shall bear the cost of making its presentation to the mediator). The parties agree to try in good faith to settle the dispute by mediation under the applicable mediation rules of such alternative dispute resolution firm as may be mutually agreed to between the parties, before resorting to litigation. If the dispute is not resolved by mediation within sixty (60) days of the initial mediation meeting or such further time as the parties may agree to or that the mediator deems is needed, either party may bring an action in the appropriate forum in the Circuit Courts of the State of Hawai'i.

2. Affiliate Requirements. The Affiliate may from time to time adopt, amend, or impose such reasonable policies, procedures, guidelines, rules, requirements, and standards as the Affiliate deems necessary or desirable for the operation or use of the Affiliate Facilities in connection with the University's Program, including the conduct of the Clinical Experiences (collectively the "Affiliate Requirements"), provided, however, that the University's obligation to comply with any of the Affiliate Requirements shall be limited by and subject to (a) the University Limitations set forth in paragraph E.2 (University Limitations) herein, (b) the University receiving prior written notice of the Affiliate Requirements, and (c) that the Affiliate Requirements:

- a. Not inconsistent with Agreement. Are not contrary to or inconsistent with the terms of this Agreement;
- b. Applicable to the University's use. Are applicable to the University's business in the Affiliate Facilities or the use of the Affiliate Facilities by the University, and the School's Program faculty members and the Students in connection with the University's Program, including the conduct of the Clinical Experiences;

- c. No action inconsistent with laws. Do not require the University to take any action inconsistent with any Applicable Laws;
- d. No additional material cost. Do not impose any material additional cost, expense, or liability upon the University; and
- e. No waiver. Do not require the University to waive or release any rights, powers, authorities, or claims that the University may have or acquire.

Any Affiliate Requirements adopted or enforced by the Affiliate shall not be inconsistent with the terms, covenants, and conditions of this Agreement and to the extent that the Affiliate Requirements are inconsistent with the terms, conditions, and covenants of this Agreement, then the terms, conditions, and covenants of this Agreement shall control. Subject to the terms of this paragraph G.2 (Affiliate Requirements), the University shall observe and comply with the Affiliate Requirements.

3. Cooperation between the parties.

a. Risk management issues. The parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the University and its officers and employees, the Affiliate, and/or the Affiliate's agents. The parties further recognize the importance benefits of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any Applicable Laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims, or actions. As such, to the extent possible, the parties hereby agree to cooperate, to the extent permitted by law, available funding, and the capacity and authority granted by the appropriate governing, oversight, and/or management portion of each party, in good faith, using their best reasonable efforts, to address such risk management and claims handling issues in a manner that strongly encourages full cooperation between the parties. Once claims or actions are filed, however, the parties acknowledge and understand that they will be represented by counsel and that their agreement to cooperate is subject to advice of counsel.

b. Actions. The parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "Action") arises with a third party wherein both the parties are included or named as defendants, each party shall act through their counsel and promptly disclose to the other party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each party shall make every reasonable attempt to include the other party in any settlement offer or negotiations. In the event the other party is not included in the settlement, the settling party shall immediately disclose to the other party in writing the acceptance of any settlement and terms relating thereto.

4. Points of contact. The Affiliate and the School shall each designate a primary point of contact and will attempt to keep the same person as such point of contact during the term of this Agreement.

5. Notice. All notices, demands, requests, and other communications that may be or are required to be given hereunder by either the Affiliate or the University shall be in writing and shall be (A) personally delivered to the receiving party at the addresses noted below, or (B) sent by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, or

(C) transmitted by an internationally recognized courier service, such as Federal Express, addressed as set forth below, or (D) sent by facsimile transmission ("Fax") to the Fax number of the receiving party set forth below:

To the Affiliate:

Name of Affiliate: **Hawai'i Pacific Health**

Name of Affiliate contact: Carl W. Hinson

Title of Affiliate contact: Director, Workforce Development

Affiliate address: 55 Merchant Street

City, State, Zip Code: Honolulu, Hawaii 96813

Phone:

Email address:

Additional Affiliate Contact

Name of Affiliate contact:

Title of Affiliate contact:

Affiliate address:

City, State, Zip Code:

Phone:

Email address:

To the School:

University of Hawai'i

Name of School contact: Karen Boyer

**Title of School contact (including Dean,
Vice Chancellor, Chancellor):** Nursing Department Chair

College / School Name: Kapi'olani Community College

Campus name:

School address: 4303 Diamond Head Road

City, State, Zip Code: Honolulu, Hawaii 96816

Phone: 808-734-9302

Email address: kboyer@hawaii.edu

Notices, demands, requests, and other communications shall be deemed served or given for all purposes hereunder at the time such notice, demand, request, or communication is personally delivered or delivered by internationally recognized courier service, the sender of the Fax transmission has received confirmation of its transmission from the sender's fax machine, or three days following such mailing thereof, as the case may be. Notices, requests, demands, and other communications hereunder may be transmitted by email or similar electronic transmission but will not be considered official notice unless the sending party receives confirmation that the receiving party has received the email.

6. Extension. This Agreement shall be in full force and effect from and after the Effective Date and shall continue in effect for an initial two (2) year period, unless otherwise amended or terminated in the manner noted below. This Agreement may be extended upon mutual written agreement of the parties hereto.

7. No unreasonable interference. The Affiliate agrees not to unreasonably interfere with the operation, administration, and policy setting procedures of the University with respect to the Program, including the Clinical Experiences. The University agrees that in the conduct of the University's Programs including the Clinical Experiences at or within the Affiliate Facilities, the University agrees not to unreasonably interfere with the operation, administration, and policy setting procedures of the Affiliate Facilities.

8. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing, and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The submission of a signature page transmitted by facsimile, email, or similar electronic transmission facility shall be considered as an "original" signature page for purposes of this Agreement.

9. Headings, captions. The headings and captions used herein are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs or sections to which they may pertain.

10. Singular, plural. In this Agreement, the singular shall include the plural, and the plural shall include the singular, as the case may be.

11. Binding effect. The term "Affiliate" wherever used herein shall include Hawai'i Pacific Health (includes Kapiolani Medical Center for Women & Children, Pali Momi
(Affiliate Name)
Medical Center, Straub Clinic & Hospital, Wilcox Memorial Hospital, and Kauai and its successors
(Continued Affiliate Name)
and assigns, and the term "University" wherever used herein shall include the UNIVERSITY OF HAWAII and its successors and assigns, and subject to any provisions herein restricting assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.

12. No partnership. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, association, or other similar relationship between and among the University, the School, the Affiliate, and/or the Students, but is rather an agreement between and among independent contractors, those being the University and the Affiliate.

13. Qualified to participate. The Affiliate shall ensure that the Affiliate agents are qualified (and licensed, if necessary) to engage in the activities, work, services, duties, and obligations in which they participate. The University and the School shall require that its Program faculty members be duly qualified (and licensed, if necessary) to engage in the activities, work, services, duties, and obligations in which they participate.

14. Assignment. No party may assign or otherwise transfer any of its interests in or under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned, or delayed. In making such assignment or transfer, the assigning party will require the assignee or transferee to assume and be responsible for all of the assigning party's obligations under this Agreement, including, without limitation, any obligations

relating to the conduct of the Clinical Experiences and the School's Program at or within the Affiliate Facilities.

15. **Affiliate modification of Agreement.** Notwithstanding any other provision of the Agreement, if the Affiliate reasonably determines that a modification of this Agreement is necessary to cause it to be in conformity with Applicable Laws, or the requirements of an accrediting or regulatory agency, or in order for the Affiliate to participate in government-funded health plan products, then the Affiliate shall give the University and the School written notice of the proposed modification, and the date on which it is to go into effect, which shall not be less than thirty (30) calendar days following the date of the notice, and the modification shall go into effect on that date. If the University or the School has any objections concerning the proposed modification, the University or the School shall notify the Affiliate within the 30 (thirty) day notice period. If the Affiliate and the University and the School are unable to resolve the University's and the School's objections, the University may terminate this Agreement upon or as of such effective date unless the Affiliate agrees to postpone said effective date in order for the parties to use the dispute resolution process set forth herein.

16. **Amendment.** This Agreement shall not be amended except in writing signed by the parties.

17. **Governing law.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Hawai'i, and the courts of the Circuit Court of the First Circuit of the State of Hawai'i shall have exclusive jurisdiction in any action to interpret or enforce this Agreement. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of the termination.

18. **Waiver.** Any waiver of the terms, conditions, or provisions of this Agreement or a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the terms, conditions, or provisions of this Agreement or such party's rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this Agreement will preclude the enforcement by such party of any of its other rights or remedies that are available under this Agreement or by law.

19. **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be deemed invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid, void, or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

20. **No third party beneficiaries.** The parties to this Agreement agree that the Agreement shall not be deemed to run to the benefit of any third party. Both parties mutually agree that under no circumstance shall this Agreement, nor any of its provisions, be construed to state, indicate, mean, or imply that the Students are third party beneficiaries under this Agreement, or that the Students are entitled to any rights, contractual or otherwise, under this Agreement.

21. **No conflict of interest.** The parties represent that they presently have no interest and promise that they shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work or services provided under this Agreement.

22. Neither party deemed a drafter. No provision of this Agreement shall be interpreted for or against any party on the basis that such party drafted or prepared such provisions, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. All provisions of this Agreement have been negotiated by the School and the Affiliate at arm's length and with full opportunity of representation by legal counsel and neither party shall be deemed to be the drafter of this Agreement.

23. Non-Exclusive Agreement. This Agreement is non-exclusive, and the Affiliate reserves the right to contract with other schools to arrange the same or similar programs as covered by this Agreement and the University reserves the right to contract with other similar healthcare related facilities to arrange the same or similar programs as covered by this Agreement.

24. Intellectual Property. Without the mutual written agreement of both parties, no summary, report, map, chart, graph, table, study, or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright, trademark, patent, or other intellectual property right by or on behalf of either party or either party's officers, employees, agents, or representatives.

25. Entire agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements, understandings, and communications relating to such subject matter between the parties hereto prior to the Effective Date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above and effective as of the Effective Date.

AFFILIATE:

Hawai'i Pacific Health

By: _____

Signature

Carl W. Hinson

Name of Affiliate Signatory

Director

Title of Affiliate Signatory

Workforce Development

Name of Affiliate Department/Division/Section

Date: _____

5/17/2018

UNIVERSITY:

UNIVERSITY OF HAWAII

By: _____

Signature

Louise Pagotto

Name of University Signatory

Interim Chancellor

Title of University Signatory

Kapi'olani Community College

Name of School or College

Kapi'olani

Name of Campus

Date: _____

5/16/18

By: _____

Signature

Name of University Signatory

Title of University Signatory

Name of School or College

Name of Campus

Date: _____

EXHIBIT "A"

**University of Hawai'i
Kapi'olani Community College Programs Included Under This Agreement:**

Health Education Programs:

Registered Nurse
Licensed Practical Nurse
Nurse Aide
Surgical Technology (Lab & Clinical)
Medical Assistant
Occupational Therapy Assistant
Pharmacy Technician
Phlebotomy
Physical Therapist Assistant
Radiologic Technology
Respiratory Technician
Emergency Medical Technician
Mobile Intensive Care Technician
Community Health Worker

:

EXHIBIT “B”

**HAWAI‘I PACIFIC HEALTH
STANDARDS OF CONDUCT**

STANDARDS OF CONDUCT

Every employee and independent contractor (herein after referred to collectively as "employees") of Hawai'i Pacific Health (HPH) is expected to adhere to the highest standards of ethical behavior whenever he or she acts on behalf of HPH, whether in dealings with other employees, with patients and their families, with vendors, with government regulators or with the general public. Violations of legal or ethical requirements jeopardize the welfare of HPH, its employees and patients, and the communities we serve. The Standards of Conduct are a formal statement of our commitment to ethical behavior and business practice and are a critical component of the Compliance Program.

The HPH Standards of Conduct define the conduct expected of employees, provide guidance on how to resolve questions regarding legal and ethical issues, and establish a mechanism for reporting possible violations of law or ethics within HPH. HPH has "zero-tolerance" for unlawful or unethical conduct regarding activities covered in the Standards of Conduct.

Every HPH employee is expected to take time to read the Standards of Conduct thoroughly. It is our individual and collective responsibility to understand and comply with the rules, regulations and laws that pertain to our jobs and to report compliance issues that come to our attention. HPH requires each employee to sign an Acknowledgment confirming that he or she is responsible to read the Standards of Conduct, understands and will abide by them as a condition of employment. The old sayings, "Ignorance is bliss," and "What you don't know can't hurt you," do not apply. In today's realm of compliance, ignorance of what is expected of you is not a defense and is extremely dangerous.

The HPH Standards of Conduct are broken down into the following elements:

- Anti-Fraud and Abuse Laws
- Antitrust Violations
- Billing Practices
- Business and Clinical Practices
- Company Property
- Confidential Information
- Conflict of Interest
- Customer Gifts and Entertainment
- Disciplinary Action for Improper Conduct
- Environment
- Financial Records
- Fundraising, Gifts and Donations

- Government Requests
- Improper Use of Funds
- Information Systems
- Intellectual Property
- The Joint Commission (TJC)
- Marketing
- Non-Retaliation for Reporting
- Patient Care
- Professional Records
- Research
- Treatment of Employees
- Acknowledgment and Certification of Compliance

Each section includes a specific set of guidelines that are meant to assist you in carrying out your day-to-day activities within approved moral, ethical and legal standards.

HPH STANDARDS OF CONDUCT

ANTI-FRAUD AND ABUSE LAWS

HPH is committed to ensuring that its relationships with healthcare providers, suppliers and practitioners comply with federal and state anti-fraud and abuse laws.

Guiding Principles

- Several federal and state anti-fraud and abuse laws apply to business relationships between healthcare providers, suppliers and practitioners. These laws potentially apply to any financial relationships that exist between those in a position to refer patients and other business (e.g., physicians) and those providing health related items or services (e.g., hospitals). These laws are designed to prevent improper financial incentives from affecting treatment or purchasing decisions.
- For example, the federal healthcare programs anti-kickback statute prohibits a healthcare provider, such as a hospital, from paying, offering, accepting or soliciting any type of kickback or other "remuneration" in return for the referral of business reimbursed by a federal healthcare program (e.g., Medicare and Medicaid). This law may be violated even if there is no express agreement to refer business if an arrangement has the potential for influencing the judgment of one of the parties. A number of state laws also apply to the referral of business reimbursed by private insurers. Violations of these federal and state laws may result in penalties including imprisonment, criminal fines, civil monetary penalties and/or exclusion of the entity from participation

in federal healthcare programs and difficulties in securing future healthcare employment for those individuals who are excluded.

- Sensitivity to these laws is imperative when considering proposed arrangements between HPH and individuals or entities that transact business with HPH. Advice from the HPH General Counsel and the Compliance Department must be sought prior to entering into arrangements such as the following:
- Financial arrangements with physicians who refer patients to HPH, or who order items or services from HPH, such as 1) joint venture arrangements; 2) independent contractor arrangements; 3) practice acquisition agreements; 4) physician recruitment or retention agreements; 5) equipment or space lease agreements; and 6) loan agreements.
- Financial arrangements with entities to which HPH may direct patients for post-acute care, such as nursing facilities, home health agencies and durable medical equipment (DME) companies.
- Proposals from vendors, including manufacturers and suppliers, that offer discounts or rebates to HPH on the purchase of items or services, such as equipment, medical supplies and pharmaceuticals.
- The federal government has issued "safe harbor" regulations which establish specific guidelines for structuring arrangements to ensure compliance with the federal healthcare programs anti-kickback statute. For example, safe harbors exist for properly disclosed and reported discounts on items sold by vendors, independent contractor arrangements that provide fair market value compensation for furnished services, equipment and space lease arrangements that provide fair market value lease payments, and many other permissible arrangements.
- The federal government has also issued a "Special Fraud Alert" that identifies specific arrangements between hospitals and physicians that may violate the federal healthcare programs anti-kickback statute. According to the Fraud Alert, a hospital that provides certain types of benefits to a referring physician may risk violating the statute. Consequently, the following arrangements should be reported immediately to the General Counsel and the Compliance Department for further review:
- Payment of any type of incentive by the hospital each time a physician refers a patient to the hospital;

- The use of free or significantly discounted office space or equipment for use in a physician's private practice;
- Provision of free or significantly discounted billing, nursing or other staff services for use in the physician's private practice;
- Free training for a non-employee physician's office staff in such areas as management techniques, coding and laboratory techniques;
- Guarantees which provide that, if the independent physician's income fails to reach a pre-determined level, the hospital will supplement the remainder up to a certain amount;
- Low-interest or interest-free loans, or loans which may be "forgiven" if a physician refers patients to the hospital;
- Excessive payments for intangible assets when acquiring physician practice(s);
- Payment for services that require few substantive duties by the physician or payment for services in excess of the fair market value of the services rendered.

ANTITRUST VIOLATIONS

HPH believes in vigorous and fair competition and compliance with federal and state antitrust laws.

Guiding Principles

- The antitrust laws are intended to promote free and vigorous competition in the marketplace. Competition tends to improve products and services, help contain prices, and assure responsiveness to consumers. Some business practices that restrain trade are illegal, "per se," that is, they are always illegal regardless of the justification. These include agreements by competitors to fix prices, or to boycott those who refuse to agree on fixed prices. But most business practices are evaluated under the antitrust "rule of reason," that is, they are lawful if their pro-competitive benefits outweigh their anti-competitive means. Pro-competitive features might include such things as increasing availability of services, improving efficiency so as to pass on savings to consumers, and assuring quality. Anti-competitive features could include such things as eliminating service providers, raising prices, limiting locations or tying together sales of unrelated products.
- During the past decade or so, the delivery of health services has probably been the subject of more antitrust suits—brought by the government and by private parties—than any other sector of the economy. From a legal perspective, this is an extremely

sensitive area. All employees should take precautions to be sure that they do not unwittingly contribute to creating a situation that could be challenged under the antitrust laws.

- Violation of the federal antitrust laws is a felony subject to very large fines—up to \$100 million for corporations and up to \$1 million for individuals. Individuals are also subject to jail sentences. In addition, persons who have suffered injury to their business or property as a result of violation of antitrust laws may recover three times the actual damages sustained plus attorneys' fees. The defense of an antitrust suit can be time consuming and costly.
- In light of these significant consequences of a violation of the antitrust laws, or even the appearance of a violation, it is HPH's policy that all employees shall take steps to obtain necessary advice and fully comply with antitrust laws. Although antitrust law is very complex, the following are among the kinds of arrangements that are common in healthcare and that can in some situations raise antitrust issues.
- Arrangements that may raise issues:
 - Agreements with competitors on the prices to be charged or the terms of services, unless it is pursuant to a bona fide joint venture;
 - Exchanges of prices or other competitively sensitive information with competitors;
 - Exclusive contracts;
 - Agreements not to compete, such as, "We'll do X service and refrain from Y if you refrain from Z";
 - Agreements not to do business with certain vendors or competitors;
 - Agreements to obtain a dominant or sole provider status in a given service area;
 - Agreements to sell service A only if the customer also purchases unrelated service B;
 - Agreements among hospitals on how they will deal with physicians or payors;
 - Agreements that an organization will buy from or sell to another only if the other organization buys from or sells to you;
 - "Sham" joint ventures in which the parties do not really share resources, risks or rewards, or integrate functions.

Seek advice from the HPH General Counsel before negotiating or proceeding with any of these arrangements.

- Other precautions:

- Be circumspect in correspondence when making statements about competitive situations;
- Be certain you have the authority before exchanging information among competing providers;
- All meetings with competitors, or with other providers, concerning competitively sensitive issues, should have written agendas and minutes;
- Require that business loans for joint ventures specifically address the possible efficiencies and benefits to patients and community that can be achieved;
- Seek advance review of the terms of any proposed arrangement from General Counsel before proceeding.

BILLING PRACTICES

All employees are to bill accurately and honestly in accordance with Government programs and commercial payor contracts and agreements.

Guiding Principles

- Charge data and billing must accurately and completely describe only those services actually rendered. "Billing processes" encompass the entire cycle from registration, ordering services, provision of services, documentation, charge entry, charge codes, coding, billing, reimbursement and refunds. Services rendered must be accurate, legible (written and electronic format) and completely documented in order to be accurately and completely coded both for proper billing practices and to ensure integrity of the medical database. Billing must be in compliance with the regulations of state and federal payors and in accordance with any other payor contracts or agreements. False or fraudulent claims submitted to a federal payor (e.g., Medicare and Medicaid) by anyone who knew or should have known it was a misrepresentation will subject the entire organization to the possibility of severe civil and criminal penalties as defined in the 1991 Federal False Claims Act.
- Substantiating medical documentation must be provided for all services rendered. If the documentation does not substantiate billing, HPH will not bill for the service even if it has already been provided. The documentation requirements apply to all billings, including physician professional services, pharmacy and hospital claims. Medical records must be treated as legal documents. Medical records may be amended to correct an error or to complete or enhance the present documentation, but medical records may not be erased or altered.

- Billing data must be retained for periods prescribed by law. Clinical, administrative or clerical staff involved in the preparation and/or submission of charge or billing data must be trained in accurate coding and documentation practices. Billing policies and procedures should be written, approved by management, and appropriately updated to remain current and credible. These policies and procedures must be available to all employees involved in the creation of charge or billing data.
- Where any payor agreement requires the collection of co-payments and/or deductible amounts, these amounts will be collected to the full extent of the agreement. Decisions to act in any manner that does not comply with state and federal regulations, or other specific payor agreements regarding collection of co-payments or deductibles, must be disclosed and implemented in accordance with written organizational policy.
- Employees who suspect that either erroneous or fraudulent charge data or claims submission is occurring should immediately alert their supervisor or manager. Additionally, an employee may call the Compliance Hotline if the reported issue has not been resolved and remains of concern to the employee.
- The rules applying to all the steps within the billing cycle are complex. Please consult with the Compliance Department for specific billing questions.

BUSINESS AND CLINICAL PRACTICES

Good judgment and high ethical standards are expected in all business and clinical practices.

Guiding Principles

- Conduct all your business and clinical practices with honesty, fairness and integrity. These qualities are demonstrated through truthfulness, the absence of deception or fraud and behavior that adheres to the law. Behaving in this way is appropriate in all situations, regardless of facility, location or job.

COMPANY PROPERTY

Use company property for business purposes only. We must protect the assets, including property and information, of our patients and those who work with us.

Guiding Principles

- HPH property is made available to employees only for authorized business purposes and should not be used for personal reasons. This applies to

physical assets such as office equipment, computers, software, office supplies or medical supplies. It also applies to other types of property such as company records, patient information and customer lists. HPH property must not be taken out of HPH facilities without prior approval and unless it is required to perform your job. If property is removed from HPH facilities, you must return the property when it is no longer needed for business purposes. All employees are expected to maintain and properly care for company property.

- Managers are expected to establish appropriate internal financial controls over all areas of their responsibility to ensure safeguarding of HPH assets and the accuracy of financial records and reports.

CONFIDENTIAL INFORMATION

We must protect HPH confidential information. We will never disclose confidential patient or business information to any unauthorized person.

Guiding Principles

- Confidential information may never be disclosed to unauthorized persons. Information obtained, developed or produced by HPH and its employees, information supplied by outside consultants or vendors for the benefit of HPH or information about HPH customers is confidential. This information should not be disclosed to any outside persons—including friends, family, relatives, business or social acquaintances, customers, suppliers or others. Unless you have proper authorization from HPH management, do not disclose any information to other employees except on a "need-to-know" basis in accordance with operational protocols of HPH.

CONFLICT OF INTEREST

Conduct personal and professional business to avoid conflicts of interest.

Guiding Principles

- A conflict of interest is any interest, financial or otherwise, direct or indirect; participation in any business transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of any employee's duties in the public interest. Participation in activities that could conflict with or influence or interfere with your effective performance of your responsibilities at HPH is not an acceptable situation for you or the organization, and may in certain situations violate law.
- We recognize that potential conflicts may be common. Not all apparent conflicts become actual conflicts or

become significant. Many can be avoided simply or can be neutralized by disclosure. Others require serious action.

- A good rule of thumb is that a potential conflict of interest exists when an objective observer of our business actions might wonder if these actions are motivated solely by our professional responsibilities as employees or are being influenced by other factors.
- You or any member of your family cannot receive gifts, loans or other special preferences from a person or organization that does business or wants to do business with HPH or is a competitor of the system.

CUSTOMER GIFTS AND ENTERTAINMENT

Use good judgment when giving gifts to, or receiving gifts from, customers or patients.

Guiding Principles

- HPH employees may not give or accept any gift, loan or other benefit that might appear to improperly influence a business relationship or decision. If an employee receives any substantial gift or favor, it must be returned and the employee's supervisor should be notified. Any material gift from a vendor may raise an anti-kickback issue and should be declined unless definitive advice determines it is permissible. Discretion and common sense should be your guide. Physicians are expected to abide by the ethical guidelines of the American Medical Association.

DISCIPLINARY ACTION FOR IMPROPER CONDUCT

Improper conduct will not be tolerated.

Guiding Principles

- The commitment to compliance applies to all personnel within HPH. Corporate officers, managers, supervisors, medical staff, other healthcare professionals and billing staff are all accountable in the event of failure to comply with, or for the foreseeable failure of their subordinates to adhere to, applicable standards, laws and procedures. Improper conduct will result in appropriate disciplinary action, ranging from oral warnings by supervisors to suspension, privilege revocation, termination or financial penalties, as appropriate. Intentional or reckless noncompliance will result in significant sanctions. Any required disciplinary action will be undertaken on a fair and equitable basis.
- Compliance with all applicable federal and state laws and regulations is a condition of employment for each

employee. The potential financial and regulatory sanctions for the violation of healthcare laws may include severe criminal, civil or administrative penalties for an employee and/or HPH such as imprisonment, criminal fines, civil monetary penalties, exclusion of the entity or the individual from participation in federal healthcare programs, and/or loss of professional license. Criminal sanctions for healthcare fraud potentially carry severe penalties, such as monetary fines and imprisonment (18 U.S.C. §1347). Civil sanctions for false claims may include civil penalties of not more than \$10,000 per claim, treble damages, and the awarding of legal fees (31 U.S.C. §§3729-3733). Administrative sanction can result in the mandatory or permissive exclusion from federal healthcare program participation for a set term or permanently (42 U.S.C. §1320a-7).

ENVIRONMENT

HPH is committed to promoting practices that are consistent with environmental laws.

Guiding Principles

- HPH's policy is to comply with all environmental laws and regulations as they relate to our business. Employees in healthcare facilities must deal with hazardous chemicals, infectious agents and low-level radioactive materials at various locations. Such employees are expected to handle materials in accordance with established control, storage and disposal procedures.
- It is imperative that every employee who deals with hazardous materials and infectious waste complies with environmental laws and regulations and follows the environmental safety procedures set forth in existing HPH policy and procedure manuals.
- HPH will retain/contract with only reputable, licensed service providers to transport and dispose of hazardous materials and infectious waste. Employees will maintain all environmental records as required by law.

FINANCIAL RECORDS

Keep honest and accurate records.

Guiding Principles

- Ensure that all financial records for which you are responsible are accurate and complete. Company books and records shall not contain any false or misleading information. This principle includes recording expenses in the proper period and classification within each department. All expenses must be properly classified such as Advertising / Marketing, Entertainment, Seminars, etc. Financial records are reported to

the federal government on an annual basis through the Medicare/Medicaid cost reports. Expenses that are inappropriately classified may result in false or misleading information in reports. All financial records for which management and employees are responsible to complete must be done accurately. Financial transactions should be recorded in accordance with generally accepted accounting principles as well as HPH policies, guidelines and standards.

FUNDRAISING, GIFTS and DONATIONS

Care must be taken when soliciting or receiving charitable funds so that there is no appearance of a conflict of interest.

Guiding Principles

- Employees are encouraged to support HPH fundraising and fund development activities, but are required to coordinate all cultivation and solicitation activities with the applicable foundation. Monies or other items received as gifts should be transmitted to the appropriate foundation in order to be deposited immediately in appropriate accounts, properly acknowledged and properly stewarded. Charitable contributions from vendors, solicited or unsolicited, may raise issues related to federal and state anti-kickback laws, and should be reviewed prior to solicitation and/or acceptance with General Counsel or the Compliance Department. Care must be taken that contributors not be led to believe that they will be receiving consideration from HPH in return for charitable gifts.

GOVERNMENT REQUESTS

Requests for information from government auditors, investigators or other officials should be brought to the attention of senior management. To ensure that the information we provide is accurate, up-to-date, consistent and complete, senior management will refer the request to General Counsel or other appropriate division.

Guiding Principles

- It is the company's policy to cooperate with lawful and reasonable requests for information from U.S. government agencies, such as Health and Human Services (HHS), Office of the Inspector General (OIG), Federal Trade Commission (FTC), Food and Drug Administration (FDA), Occupational Safety and Health Administration (OSHA), or similar state agencies concerning HPH operations. At the same time, we want to make sure that the information we provide is accurate, up-to-date, consistent and complete. Therefore, we ask that you speak with your supervisor before responding to

these requests. If a government official or agency asks you for any information or an interview concerning HPH, notify your supervisor as soon as possible. Your supervisor will take appropriate action. General Counsel should always be aware of and involved in our responses to governmental requests.

IMPROPER USE OF FUNDS

Do not use funds for improper or illegal activities.

Guiding Principles

- A "kickback" is any inducement offered with the intent to influence a decision on grounds that are not directly related to the merits of the decision. Payments to physicians or other parties to influence the flow of referrals from physicians are not permitted. Gifts of substantial value or extravagant entertainment of government employees, physicians or other parties in a position to influence patient referrals are prohibited.
- You cannot use HPH funds to contribute to a political party, committee, organization or candidate in connection with a federal or state campaign. You may, of course, make personal contributions to the campaigns of candidates of your own choice.

INFORMATION SYSTEMS

HPH requires information systems be used in a manner that is secure, authorized, ensures patient confidentiality, and is in compliance with the licensing agreement for that system.

Guiding Principles

- Secure Use. Information security is of vital importance to HPH. All users of information systems are tasked with ensuring the data in their possession is viewed, used and stored in a manner designated to maintain confidentiality.
- Authorized Use. HPH's information systems may only be used with the explicit, written permission of the Data Steward or delegate for that system.
- Ensures Patient Confidentiality. Users of HPH information systems must ensure patient confidentiality is maintained while patient data is in their care. This may mean actions such as logging off a system when leaving a room, immediately retrieving printouts, not loading data to removable media, or not using methods of remotely accessing data unless sanctioned by HPH.
- Compliance with Vendor Licensing. Almost all software in use by HPH is licensed from a software vendor, i.e., the creator of the software still owns the software. HPH buys a right to use the software. We may only use the software following the rules set out by

the owner. If HPH agrees to use the software on only five PCs, then we must ensure only five are used. If the vendor states the software may only be used at one facility, we must ensure it is so. Software licenses are legally binding contracts.

INTELLECTUAL PROPERTY

HPH prohibits the unauthorized use of copyrighted, trademarked or licensed properties and also safeguards the intellectual property rights of the organization with respect to proprietary information.

Guiding Principles

- Unauthorized Use. Employees of HPH often encounter material that is copyrighted and/or licensed by outside individuals or organizations. This material includes but is not limited to books, articles, pamphlets, computer software and manuals. Copyrighted material is protected by law from unauthorized copying and distribution. Employees generally should avoid duplicating copyrighted materials in their entirety, and should not make multiple copies of copyrighted material. These principles apply equally to written and electronic material, including material posted on the Internet.

THE JOINT COMMISSION

All HPH employees are responsible for adhering to The Joint Commission (TJC).

Guiding Principles

- TJC standards for the accreditation of acute care medical facilities provide the minimum practice and organizational standards against which each employee's daily performance is judged. TJC compliance is measured by documentation in medical records, logs or other operating documents, as well as surveillance of actual practice. TJC accreditation is required in order for acute care medical centers to bill and receive payments from Medicare and Medicaid funds. There is increasing cooperation between TJC and the Centers for Medicare and Medicaid Services (CMS) to coordinate the compliance efforts mandated by federal and state laws.

MARKETING

Represent HPH services and products fairly and honestly, stressing their value and capabilities.

Guiding Principles

- HPH advertises and markets its services and products to inform the community of their availability and value; to provide educational information about personal health; and to inform the public of HPH views on

public policy issues that relate to healthcare.

- Advertising should:
 - be honest and accurate.
 - not disparage or demean competitors, customers or patients.
 - not exploit customer or patient fears as a key motivating factor.

NON-RETALIATION FOR REPORTING

Reporting possible compliance issues is highly encouraged and a requirement of employment with HPH.

Guiding Principles

- HPH employees have personal and employment obligations to report any possible compliance issue to the appropriate individuals. Employees can report their concerns without fear of retaliatory action from co-workers or supervisory management. Federal laws expressly prohibit such actions. 1986 Congressional Amendments to the False Claims Act include specific protections against retaliation against employees who—in good faith—report their concerns.
- In order for our Compliance Program to work effectively, management must conscientiously create an environment where employees are rewarded for their attentiveness to high Standards of Conduct. Employees who believe a retaliatory action has been taken against them should contact the Human Resources Department or the Compliance Department.

PATIENT CARE

Compassionately deliver the most appropriate, effective and efficient care to HPH patients. Treat patients with compassion and dignity, with respect for patient rights. All laws governing patients and patient care must be followed.

Guiding Principles

- All patient care must be appropriate and designed to meet the intended outcomes of the patient care plan. Patients must always be treated with sensitivity, respect and professionalism. Policies and procedures regarding patient rights must be consistently followed.

PROFESSIONAL RECORDS

Keep honest and accurate records.

Guiding Principles

- Records maintained by professionals, such as pharmacists, nurses, doctors, dietitians, social workers or physical therapists must conform to accepted standards and principles of the particular profession and shall not

contain any false or misleading information. Documentation accurately reflecting patient data supports and ensures accurate coding assignment and meets one of the key billing compliance requirements. Professional records shall be maintained for a period recommended by the Legal Services Department.

RESEARCH

HPH's commitment to high standards encompasses all research programs and related activities.

Guiding Principles

- HPH has established policies and procedures to ensure that research programs and their administration are consistent with federal, state, local, and institutional rules and regulations. It is expected that as members of the scientific community, all faculty and staff will become familiar with and abide by these policies.
- The Institutional Review Board (IRB) has oversight authority for establishing and maintaining research standards that are consistent with federal and state law for protecting human subjects of research. "Human subject" means a living individual about whom an investigator conducting research obtains data through intervention or interaction with the individual, or identifiable private information. HPH has very specific obligations under federal and state law, and applies these standards to all HPH research activity involving human subjects.
- All proposals involving human subjects must be submitted to the IRB for review and approval. To ensure the integrity of research conducted under the auspices of HPH, all proposals must conform to IRB standards. Grant recipients must use funds in accordance with the approved research protocol.
- It is important to identify any conflicts of interest between sources of funds and the HPH recipient. A conflict of interest is any interest, financial or otherwise, direct or indirect; participation in any business transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of an employee's duties in the public interest. A conflict of interest is also any financial interest that will, or may be reasonably expected to, bias the design, conduct or reporting of sponsored research. All conflicts must be disclosed to the IRB. Where conflicts cannot be resolved to the satisfaction of the IRB, the research proposal or grant application must be withdrawn or redrafted.
- Scientific misconduct is a violation of HPH policy as well as federal and state

laws. Scientific misconduct means the fabrication, falsification, plagiarism or other practices that seriously deviate from practices that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretation or judgment of data. Scientific misconduct also includes failure to submit research projects to the IRB for approval; to obtain informed consent in accordance with HPH policy; or to comply with the conflict of interest policy. Fiscal improprieties and issues concerning the ethical treatment of human or animal subjects are also included in the definition. Each person employed by or doing research under the auspices of HPH must report to the Compliance Department any scientific misconduct which he/she believes may have occurred.

TREATMENT OF EMPLOYEES

All employees are to be treated with fairness, respect, integrity and dignity.

Guiding Principles

- HPH is committed to fair and equitable treatment of all employees. When treatment is perceived to be inequitable or unfair, specific policies and mechanisms are in place to resolve conflicts. For hourly, non-bargaining unit employees and exempt employees other than management, a Fair Treatment Process (FTP) is available to resolve conflicts. Bargaining Unit employees should refer to their Collective Bargaining Agreement. Nothing in this document is intended to supersede any portion of an existing collective bargaining agreement.
- It is the responsibility of all HPH employees to create an environment in which employees are treated with respect, diversity is valued, and development opportunities are provided. Employee harassment or abuse of any kind or employee discrimination on the basis of race, religion, creed, gender, age, disability, national origin or other illegal basis is prohibited. Existing employee policies address these issues in great depth, and provide the primary reference document for compliance questions concerning treatment of employees.

ACKNOWLEDGMENT AND CERTIFICATION OF COMPLIANCE

All employees are expected to receive, read, understand and abide by the Standards of Conduct and certify acknowledgment on the Hawai'i Pacific Health Learning Center (HLC).

Guiding Principles

- HPH requires that all employees sign an Acknowledgment confirming that they

have received and are responsible for reading the Standards of Conduct and agree to abide by those guidelines as a condition of employment.

EMPLOYEE RESPONSIBILITIES

1. Become informed. Educate yourself within your work unit as to the relevant laws, rules, regulations, policies and procedures.
 2. If something at work doesn't feel right, ask someone. Follow your chain of command.
 3. Discuss the issue with your immediate supervisor. If you do not feel comfortable bringing the concern to your supervisor, go to the next step.
 4. Discuss the issue with your supervisor's supervisor or another senior manager.
 5. You may always choose to discuss the issue with someone in the Compliance Department. They are trained to answer general questions or direct your concerns to more qualified resources. These may include Legal Services, Human Resources, Risk Management, the Compliance Officer or members of the Leadership Team.
- If you prefer, you may call the Compliance Hotline for additional information, suggestions for further resources or to document your concern.

Remember: Each and every one of us at Hawai'i Pacific Health is responsible for making the commitment to compliance in our daily work lives. All employees are responsible for compliance at Hawai'i Pacific Health.

COMPLIANCE HOTLINE

Reporting possible compliance issues is not only everyone's responsibility, it is a requirement and condition of employment. All calls will be treated confidentially and anonymously. Employees, physicians on medical staff with or without privileges, contracted vendors, agents and partners of Hawai'i Pacific Health can use the Compliance Hotline. Non-retaliation and non-retaliation is Hawai'i Pacific Health's policy. Any employee or other individual covered by our Compliance Program is to disclose to the Compliance Hotline, Compliance Department, members of the Compliance Committee or other persons any identified issues or questions associated with laws, rules, regulations, policies and procedures believed by the individual to be inappropriate.

The toll-free number allows employees to report a concern anonymously. In order for this number to work, you must dial the entire number even if you are calling from your desk at work. The numbers are:

- Wilcox (1-877-309-5762)

- Straub (1-877-852-2739)
- Kapi'olani (1-888-274-3832)
- HPH (1-888-274-3832)

All reports are kept confidential and callers are not required to give their identity. The phone message line will not be traced and no caller will be subject to retaliation or discrimination for expressing concerns made in good faith. You will be assigned a number with which to identify yourself in future communications with the Compliance Hotline or the Compliance Department.

You need to be aware, however, that although Hawai'i Pacific Health respects your desire for anonymity under most circumstances, there may be a point where your identity becomes known or may have to be revealed in certain instances in order to fully resolve the situation or if government authorities become involved. In order for the Compliance Hotline to work best, it may be necessary for you to provide detailed or even personal information.

The Compliance Hotline is not intended to replace established communication channels, such as talking with your supervisor, but provides an additional method for communicating when an employee may be uncomfortable approaching a supervisor or department manager. Nor is this line to be used for accusations that are known to be false or to be used for personal grievances by repeating gossip. Those who report suspected misconduct should recognize that they too have a responsibility to be truthful and motivated by a desire to do the right thing. You do not need to be sure of all the facts when you call the line, but you must not knowingly make false reports out of spite or other malicious impulses.

Form #26529 (Rev. 11/10)