



LEADINGAGE MINNESOTA

**2014 CONFLICT OF INTEREST
POLICY STATEMENT**

It is the policy of LeadingAge Minnesota (LeadingAge MN) that the Directors, Officers and other persons engaged in management of LeadingAge MN occupy positions of fiduciary trust to LeadingAge MN and are bound to discharge their duties in good faith and with undivided loyalty to the interest of LeadingAge MN. Therefore, it is incumbent upon each to:

- I. Act in the course of his/her duties solely in the best interests of LeadingAge MN without consideration of the interests of any other agency, organization or association with which he/she is associated, or refrain from taking part in any transaction where such person does not believe in good faith that he/she can act with undivided loyalty to LeadingAge MN.
- II. Disclose any material, financial or other beneficial interest in any entity engaged in the delivery of health care services.
- III. Disclose any material, financial or other beneficial interest in any entity engaged in the delivery of goods or services to LeadingAge MN or its members.
- IV. Disclose any transaction with LeadingAge MN which would result in any benefit to him/herself, his/her immediate family or any entity in which he/she holds a significant financial, ownership or other interest, and refrain from participation in any action on such matters except upon approval of the Board after full and frank disclosure.
- V. Disclose any opportunity for personal benefit, which is within the scope of the activities of LeadingAge MN, and refrain from exploiting such opportunity except upon written approval of LeadingAge MN.
- VI. Refrain from utilizing any inside information as to the business activities of LeadingAge MN for the benefit of him/herself, his/her immediate family or any entity with which he/she may be associated.

The Executive Committee of the Board of Directors is hereby charged with the authority and responsibility to administer a program of conflict of interest disclosure in accordance with such policies and directives as shall be adopted by the Board of Directors.



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PROCEDURES TO ADMINISTER CONFLICT OF INTEREST POLICIES

1. The Executive Committee will administer and monitor the conflict of interest procedures at LeadingAge MN.
2. Each director will update an annual confidential disclosure statement. All statements will be maintained in a confidential file by the President. All statements will be reviewed annually by the Executive Committee. The Committee will meet with individual Board members whose financial disclosure statement indicates a potential conflict of interest to resolve how the individual will participate in LeadingAge MN activities associated with the potential conflict.
3. Each Board member is responsible for voluntarily abstaining from participation in LeadingAge MN actions or activities where he/she has a potential conflict of interest.
4. The President and senior management staff will complete annually a conflict of interest statement. The Chairperson of the Executive Committee will identify any additional employees at LeadingAge MN who should also complete these statements. The statements will be maintained by the President. All statements will be reviewed annually by the Executive Committee. The Committee will notify the President of any specific concerns, which require corrective action.



LEADINGAGE MINNESOTA

2014 DISCLOSURE STATEMENT OF DIRECTOR

I, _____, acknowledge that in carrying out my duties as a Director of LeadingAge Minnesota (LeadingAge MN), I am charged with a fiduciary trust with respect to LeadingAge MN. To this end, I acknowledge my responsibilities to act in the course of my duties solely in the best interest of LeadingAge MN, without consideration of the interests of any other entity and to refrain from taking part in any transaction where I do not believe in good faith that I can act with undivided loyalty to LeadingAge MN.

I shall disclose herein any material, financial or other beneficial interest, which I or a member of my immediate family may have, in any entity engaged in the delivery of health care services or engaged in the delivery of goods or services to LeadingAge MN or its members. I shall also disclose any transaction with LeadingAge MN, which would result in any benefit to me, my immediate family, or any entity in which I hold a significant financial or other beneficial interest, and shall refrain from participating in any action on such matters except upon approval of the Board after full and frank disclosure. I shall also disclose any opportunity of which I may become aware and which may be within the scope of activities of LeadingAge MN, and shall refrain from exploiting such opportunity except upon written approval of LeadingAge MN.

With regard to any inside information as to business activities of LeadingAge MN or any of its members, I shall refrain from utilizing any such information for the benefit of myself, my immediate family, or any entity in which I may have a material, financial or other beneficial interest.

Pursuant to the above, I hereby report that I or a member of my immediate family (spouse, parents, children, spouse's parents) has a material, financial interest (greater than 5% ownership interest) or any other substantial beneficial interest in:

Pursuant to the foregoing:

- To the best of my knowledge and belief, I do not have any conflicts of interest to disclose at this time.
- I hereby report that I or a member of my immediate family (spouse, parents, children, and spouse's parents) has a material financial interest (greater than 5% ownership interest) or any other substantial beneficial interest in:

I. The following entities which are engaged in the delivery of health care services:

_____	_____
Name	Relationship
_____	_____
Name	Relationship
_____	_____
Name	Relationship

II. The following entities, which are engaged in the provision of goods or services to LeadingAge MN or its members:

_____	_____
Name	Relationship
_____	_____
Name	Relationship
_____	_____
Name	Relationship

I assume the duty of notifying LeadingAge MN, in writing, of any changes in or additions to the information disclosed above.

Date

Signature