

CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST AGREEMENT

This Confidentiality, Non-Disclosure and Conflict of Interest Agreement (this "Agreement") is entered into on the _____ day of _____, 2019 ("Effective Date") by and between Starling Physicians, P.C. (hereinafter "Starling"), a Connecticut professional corporation on behalf of it and its wholly owned subsidiaries and _____, who is a Member of the [Board of _____ and/or a member of Starling's _____ Committee]

1. Confidentiality Policy

- 1.1 The purpose of this agreement is to ensure the confidential matters brought before the Members of the Board or any of its committees are not disclosed until disclosure is properly authorized. Starling's Board and Committee Members are in positions of trust towards Starling as voluntary elected members, and are expected to act with the highest integrity, keep certain information confidential and avoid conflicts of interest.
- 1.2 This agreement is designed to provide clarity for each Board Member and Committee Member with regard to confidential matters that come before – or arise out of meetings and matters of the Members of the Board of Starling or any of its committees and provides certainty as to how situations of conflict of interest are to be handled.
- 1.3 Its objective is to address matters of confidentiality in a manner that facilitates the Board and Committees in maintaining the highest business and ethical standards, protects the integrity of Starling, the Board, and Committees, allows for appropriate levels of transparency and accountability in matters before the Board, and supports the maintenance of effective relationships among Board Members, Starling and Committee Members.

2. Definitions

- 2.1 "Board" means the Boards of Starling
- 2.2 "Board Members" means members of the various Starling "Boards"
- 2.3 "Chair" means Chair of the various Starling "Boards" and/or "Committees"
- 2.4 "Committee" means a Committee of the Board.
- 2.5 "Committee Members" means members of any Starling Committee.
- 2.6 "Meeting" means a meeting of the Board or a Committee as applicable.
- 2.7 "Policy" means this Confidentiality Policy

3. Confidential Information

- 3.1 "Confidential Information" shall for the purposes of this agreement include, without limitation, any and all confidential or proprietary records, financial information,

patient identities, data, trade secrets, pricing or bidding amounts, processes, current clients, former clients, our staff, volunteers, policies or strategies, fee structures, personnel policies, organizational and operational structure, and business records, strategic plans, recruiting discussions, mergers, acquisitions, and methods or practices of doing business whatsoever, in whatever form, communicated to the receiving party or acquired by the receiving party from the disclosing party during the course of the parties' association with one another.

4. Confidentiality

- 4.1 Board meetings are, in the ordinary course of events, not open to the public and/or media. In order to encourage and foster open and candid discussion at meetings, Starling believes confidentiality must be maintained. Therefore, it is the policy of Starling that each Board and Committee member shall keep confidential any and all information relating to discussions at its meetings unless compelled by legal process to disclose such information, or as otherwise agreed by the Board or Committee.
 - 4.1.1 Once the Board has dealt with an issue in a board meeting and has decided on that matter, the issue is considered to be accessible to members to the extent of that decision. Matters that are so declared may be accessible to the public at large to the extent so declared by the Board.
 - 4.1.2 All decisions that would be accessible to the general membership and/or the public will be recorded as such in the Board minutes.
 - 4.1.3 If no record is made, the matter, discussions and all resolutions should be deemed to be confidential unless declared by the Board by resolution as non-confidential.
 - 4.1.4 When considering whether matters are confidential or not, the nature of Starling as a membership organization, the prospects of harm to Starling (including harm to its reputation, processes and procedures and governance), as well as the impact of any such decision on members or groups of members must amongst others, be considered.
- 4.2 Committees are advisory to the Board. Only the full Board makes formal decisions. Committee meetings recommendations should not be discussed outside of the Committee or the Board. Discussions with others for the purpose of gathering input for committee consideration are acceptable and each Committee chair would have to exercise discretion and communication that decision to all present during a Committee meeting where an external person is present.

5. Conflict of Interest

- 5.1 A conflict of interest arises when there is a relationship which exists which could result in the Board or Committee member being perceived as being biased either for or against the topic of discussion. A "conflict of interest" is generally defined as a transaction in which, because the individual is, either directly or indirectly a party

to the transaction or possible beneficiary of the transaction or matter by means other than that pursuant to being a partner in the organization or a member thereof and derived through the normal business transactions of those functions.

- 5.2 Any Member of the Starling Board, Executive and/or Staff who has a personal interest, directly or indirectly, in any contract, transaction, proposed contract, or proposed transaction, under consideration of the Board of Directors or of a Committee created by it shall be deemed as being in a conflict of interest, where:
 - 5.2.1 Contract is defined as any written or verbal agreement between two or more parties for the doing or not doing of something specified which is related to the matter at hand.
 - 5.2.2 Transaction is defined as an exchange of money, services, goods, position or favors in exchange for money, services, goods or favors.
 - 5.2.3 Interest is defined as any instance where a contract or transaction, including business and/or employment discussions with other local healthcare providers, proposed contract or proposed transaction could be to the benefit or detriment of themselves, family, partners, roommates/housemates, other organizations to which they are currently affiliated, that do not pertain to their job description or mandate
- 5.3 Conflicts of interest may also arise in matters that lead to a direct benefit to a particular Board member and/or his/her company, which position may conflict with either the law and/or codes of good practice and/or Starling.
- 5.4 Furthermore, conflicts of interest may arise when knowledge of Starling's strategic business decisions may directly impact Starling's ability to execute its strategic plan if confidential information is shared with an outside entity and/or competitor.
- 5.5 Where the Board of Directors or a Committee created by it is of the opinion that a conflict of interest exists that has not been declared, the Board of Directors or Committee may declare, by a resolution, that a conflict of interest exists and that the member found in conflict shall follow the procedure below.
- 5.6 In the event of a conflict of interest, the interested party shall:
 - 5.6.1 Prior to any vote on the issue, declare the conflict of interest to the Chair of the Board as a whole.
 - 5.6.2 Refrain from voting in relation to the matter.
 - 5.6.3 Withdraw from the meeting when the matter is discussed.
 - 5.6.4 In addition, any Member of the Starling Board, Executive and/or Staff initiating and/or engaging employment discussions with another healthcare provider, hospital, and or competitor shall relinquish, any and all, leadership, committee, and/or Board Membership unless at its discretion the Board determines that the member may remain.

6. **Breaches**

6.5 A breach of this Confidentiality and Conflict of Interest Agreement may result in action being taken against the member (up to and including removal from the Board and Committee).

6.6 In the case of a breach by a Board or Committee Member, the Board will determine what steps should be taken under the circumstances (provided that consideration of the removal of a Board member shall be on thirty (30) days' notice to the Board Member, the Board, may remove the person from the Board through the applicable provisions and procedures.

7. **Terms**

7.5 This agreement shall commence upon the effective date and shall continue to bind the parties for the duration of Member's term on the Board or Committee. A new agreement must be signed should a person be re-elected or re-appointed as a Board – and/or Committee member.

8. **Additional action**

8.5 Each party to this agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this agreement. This may include the return and/or distraction of documents, information, files, emails and the like that came to be in his/her possession during his/her tenure as a Board – and/or Committee member, upon resignation or removal from such a position.

9. **Entire Agreement**

9.5 This Agreement constitutes the entire understanding between the Parties relating to the subject matter of this Agreement, and no amendments or variations shall be valid unless evidenced by a writing signed by all Parties.

10. **Severability**

10.5 In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement which, so long as the material purposes of this Agreement can be determined and effectuated, shall remain in full force and effect and enforceable in accordance with its terms.

11. **Governing Law**

11.5 This Agreement shall be governed by, and construed and enforced with the laws of Connecticut without reference to the conflict of laws principles thereof.

(The signature page is next.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STARLING:

By: _____
Name: Tracy King
Title: Chief Administrative Officer

I have read the above representations and certify that I fully understand the nature and effect of these undertakings and acknowledge receipt of a copy thereof.

I also understand that any unauthorized use or disclosure of information may result in my dismissal from the Board and/or Committee and may subject me to civil liability for breaching this agreement.

I further agree to be bound by the terms of confidentiality and conflict of interest as set forth above. I also understand the need for these requirements and agree that I can meet the requirements as set forth above.

ACKNOWLEDGEMENT BY BOARD/COMMITTEE MEMBER:

By: _____
Name: