

Board of Directors Candidate Information

2010

Thank you for your interest in Mat-Su Health Foundation and your consideration of a position on our Board of Directors.

Our Bylaws provide for a Board of Directors comprised of no less than eleven (11) and no more than fifteen (15) directors. Directors on the Board are elected for a three-year term.

Individuals interested must submit an application for the Board. A CV or resume may be included with the application. The application must be physically received in the Foundation office located at 950 East Bogard Road, Suite 218, Wasilla, Alaska, 99654 by 4:00 p.m. on May 3, 2010 and the applicant must be a member of the Association.

Applications **will not** be accepted at the Mat-Su Regional Medical Center, so please **mail** your applications early or hand deliver before the deadline. Applications may also be faxed to 907-352-2996, or emailed to v.reese@msrmc.com by the aforementioned deadline.

A Director must be a member of the Foundation. The following MSHF members are not eligible to serve on the MSHF Board of Directors:

- (a) Employees of the LLC;
- (b) Employees of the Foundation;
- (c) Employees, partners, officers, directors and members of any member of the LLC other than the Foundation;
- (d) Members of the LLC other than the Foundation;
- (e) Members, employees or officers of any union that represents any employees of a facility operated or owned by the LLC;
- (f) Employees, partners, officers, directors or members of any entity that competes, directly or indirectly, with the LLC, Mat-Su Valley II, LLC, or Mat-Su Valley III, LLC;
- (g) Persons with medical staff privileges at any entity that competes, directly or indirectly, with the LLC, Mat-Su Valley II, LLC, or Mat-Su Valley III, LLC; and
- (h) Spouses of any of the foregoing natural persons.

The entire Board is offered some legal immunity, not yet tested in court, through state laws. In addition, directors and officers are indemnified by the Corporate Bylaws, underwritten by Directors and Officer Liability Insurance.

The MSHF Board meets quarterly on the third Monday of each month at 4:00 p.m. Meetings generally last until 6:00 p.m. with an occasional 7:00 p.m. adjournment. All of these meetings are currently held in suite 220 of the Mat-Su Regional Outpatient Center in Wasilla.

Applications for the Mat-Su Health Foundation Board of Directors must be received at 950 East Bogard Road, Suite 218, Wasilla, Alaska 99654 by 4:00 p.m. May 3, 2010. 1

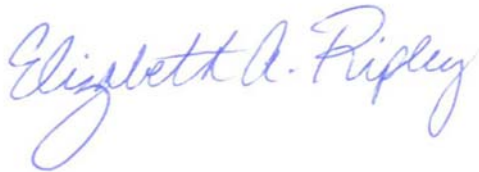
The Board occasionally holds work sessions or retreats. These may be held on an evening or Saturday during the day. This Board also participates in ongoing development and education, which sometimes involves a weekend retreat in state and occasional educational sessions out of state. The company covers normal costs associated with Board development and education.

A significant amount of reading is disseminated each month and discussed at the Board meetings. Board packets are uploaded to a confidential internet site to provide sufficient review time, and Board members are expected to come prepared for the meetings. The commitment expectations for Board members are significant - - not only in time, but in belief and support of the mission to the community served. There is no room for vested interests or those who cannot be team players.

This Board also meets twice yearly at the required annual membership meeting and annual Board meeting on the second and third Monday, respectively, in June. We do ask that Board members plan to attend these meetings. The membership meeting location will be announced prior to the meeting, and the annual Board meeting is held in the Mat-Su Regional Outpatient Center Conference Room in Wasilla. Board members are called upon to serve on several of the following sub-committees: Grant, Bylaws, Policy and Procedure, Board Development, Scholarship, and Finance/Investment, etc.

In closing, let me say that we welcome your interest and would be pleased to answer any questions that you may have. Please do not hesitate to contact me at 352-2863 should you desire more information. Thank you.

Elizabeth Ripley



Executive Director

The Board Development Committee of the Board selects nominees on a basis of non-discrimination, and with the intent of providing qualified candidates for the Board of Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation. Some of the nominees qualifying factors used in the selection process are, geographic concerns, business experience, employee representation, community service, organization interest, and health care experience.

Please print your full name:

Business Physical Address

Street

City

State

Zip

Work Phone

Fax Number

Email Address

Home Mailing Address

Street

City

State

Zip

Work Phone

Fax Number

Home Physical Address

Street

City

State

Zip

Work Phone

Fax Number

Email Address

Candidate's Previous Board Experience

Organization

Tenure

Committees Served

Sales Volume or Budget Size

- Under \$500,000
- \$500,000 - \$1,000,000
- Over \$1,000,000

Organization

Tenure

Committees Served

Sales Volume or Budget Size

- Under \$500,000
- \$500,000 - \$1,000,000
- Over \$1,000,000

Organization

Tenure

Committees Served

Sales Volume or Budget Size

- Under \$500,000
- \$500,000 - \$1,000,000
- Over \$1,000,000

Candidate's Areas of Expertise
(Additional documentation may be provided)

Candidate's School or Educational Affiliations
What Schools Did You Attend or Support?
(Additional documentation may be provided)

Candidate's Hobbies and Interests

Relatives Employed by the Hospital or Association

Name

Relationship

Department

Name

Relationship

Department

**Relatives (Household and Family Members)
Associated with the Hospital or Association**
(write category number next to type of association)

Name

Relationship

Type of Association:

- Board Member Volunteer Contract Business
 Contract Union Medical Staff

Name

Relationship

Type of Association:

- Board Member Volunteer Contract Business
 Contract Union Medical Staff

Candidate's Past or Current Association with the Hospital or Association
(Check the appropriate box)

Type of Association:

- Board Member Volunteer Contract Business
 Contract Union Medical Staff Employee

Candidate's Reason for wanting to serve as a Board Member

What specific skills do you bring to the Board that would be beneficial to the Association?

**If Elected to the Board of Directors
Please Describe Any Conflicts or Items of Concern**

Additional Comments

Signature

Date

VALLEY HOSPITAL ASSOCIATION, INC. D.B.A. MAT-SU HEALTH FOUNDATION POLICY	
Title: Conflicting Interest and Financial Interest	Issue Date
Number: BOD029	Revision Date: 9-94, 5-96, 2-97, 7-98, 4-00, 5-01, 10-2004, 3-08, 6-08, 10-09
Page 9 of 20	Reviewed: 5-96, 6-97, 7-98, 4-00, 5-01, 10-2004, 3-06, 3-08, 6-08, 10-09

I. DEFINITIONS

The following terms shall have the following meanings when used in this Policy:

- (a) “Affiliate” shall mean any organization that controls, is controlled by, or is related by common control to this Corporation.

- (b) “Board Committee” means any committee that has specific authority to take final action relative to the charitable, or business aspects of this Corporation delegated to it by the Board or the Bylaws of this Corporation, as opposed to committees that are simply advisory.

- (c) “Board Member” shall refer to all Directors of this Corporation, and members of all Committees, whether appointed, elected, or *ex officio*, and including, but not limited to, physicians.

- (d) “Compensation” shall mean any remuneration, whether direct or indirect, including any gifts or favors that are substantial in nature.

(e) “Conflicting Interest” shall mean service as a member, shareholder, trustee, owner, partner, director, officer, or employee of any organization or governmental entity that either:

(i) Competes with this Corporation or any Affiliate, or

(ii) Is involved or is likely to become involved in any litigation or adversarial proceeding with this Corporation or any Affiliate.

(f) “Financial Interest” shall mean any arrangement or transaction pursuant to which an Interested Person has, directly or indirectly, through business, investment or family, either:

(i) A present or potential ownership, investment interest or compensation arrangement in any entity with which this Corporation or any Affiliate has or may have a transaction or arrangement; or

(ii) A compensation arrangement with this Corporation or any entity or individual with which this Corporation or any Affiliate has a transaction or arrangement.

(g) “Interested Person” shall mean any person who has a direct or indirect Financial Interest or Conflicting Interest.

(h) “Key Personnel” shall mean the Executive Director of this Corporation, any staff who report directly to the Executive Director or the Board, or any other personnel so designated by the Executive Director.

(i) “Person Covered by this Policy” shall mean every Board Member, every member of any Board Committee, all Officers of this Corporation, and all Key Personnel of this Corporation.

Section 2. Disclosure of Conflicting Interests

Every person covered by this Policy shall submit in writing to the Executive Director, a Conflict of Interest Disclosure Statement listing all financial and conflicting interests. Each Statement will be resubmitted with any necessary changes each year or as any additional conflicting or financial interests arise. The Executive Director shall become familiar with all such Disclosure Statements in case a conflict arises.

Section 3. Procedure to be Followed at Meetings

Whenever the Board or Board Committee is considering a transaction or arrangement with an organization, entity or individual in which a Person covered by this Policy has a financial or conflicting interest, the following shall occur:

- (a) the interested Person must disclose the financial or conflicting interest and all material facts to the Board or Board Committee;
- (b) The Board Chair, the Board Committee or the Board may ask the interested person to leave the meeting during discussion of the matter that gives rise to the potential conflict. If asked, the interested Person shall leave the meeting, but may make a statement or answer any questions on the matter before leaving;
- (c) the interested Person will not vote on the matter that gives rise to the potential conflict; and
- (d) The Board or Board Committee must approve the transaction or arrangement by a majority vote of the Board Members present at a meeting that has a quorum, not including the vote of the interested Person.

In addition, if an interested Person has a financial interest in a transaction or arrangement that might involve personal financial gain or loss for the interested Person, the following should be observed in addition to the provisions described above:

- (a) If appropriate, the Board or Board Committee may appoint a noninterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (b) In order to approve the transaction, the Board or Board Committee must first find, by a majority vote of the Board Members then in office, without counting the vote of

the interested Person, that the proposed transaction or arrangement is in the Corporation's best interest and for its own benefit and the proposed transaction is fair and reasonable to the Corporation and, after reasonable investigation, that the Corporation cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances;

- (c) The Interested Person will not be present for the discussion or vote regarding the transaction or arrangement; and
- (d) The transaction or arrangement must be approved by a majority vote of the Board Members, not including any Interested Persons.

Section 4. Minutes of Meetings

Minutes of all Board and Board Committee Meetings shall include the following:

- (a) The names of the persons who disclosed Conflicting or Financial Interests, the nature of the Conflicting or Financial Interests and whether the Board determined there was a conflict of interest; and
- (b) The names of the persons who were present for discussion and votes relating to the transaction or arrangement; the content of these discussions, including any alternatives to the proposed transaction or arrangement; and a record of the vote.

Section 5. Dissemination and Acknowledgement of Policy

- (a) This policy shall be distributed to all Persons Covered by this Policy.
- (b) Each Person covered by this Policy shall sign an **annual statement** that the person;
 - (i) Received a copy of the Policy;
 - (ii) Has read and understands the Policy;
 - (iii) Agrees to comply with the Policy;

- (iv) Understands that the Policy applies to the Board and all Board Committees; and
- (v) Understands that this Corporation and its Affiliates are organized to advance charitable purposes and that in order to maintain tax-exempt status, they must continuously engage primarily in activities, which accomplish one or more tax-exempt purposes.

Section 6. Compensation Committees

- (a) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- (b) Physicians, who receive compensation, directly or indirectly, from the Corporation, whether as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician, either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.

Section 7. Periodic Reviews

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and is the result of arm's length bargaining.
- (b) Whether acquisitions or other arrangements with providers result in inurement or impermissible private benefit.
- (c) Whether partnership and joint venture arrangements and arrangements with other organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

- (d) Whether agreements further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Section 8. Penalties for Noncompliance

Failure to comply with this Policy shall constitute grounds for removal from office and, in the case of Key Personnel, termination of employment.

Date

Secretary of Board of Directors

EXHIBIT A

Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation

CONFLICTING INTEREST AND FINANCIAL INTEREST DISCLOSURE FORM

Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation requires that every Board member or members of associated boards/committees, whether elected or appointed, shall file, with Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation at the time elected or appointed and during the month of January of each year thereafter, a written statement containing a full report of financial interest and conflicting interest disclosure.

1. Following are the names of each person, firm, association or enterprise doing business with Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation from or on behalf of which I or members of my immediate family have received money or other items of value during the preceding calendar year, including campaign contributions. (Note: Doing business with Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation includes, but is not limited to, gaining income from, employed by, receiving compensation from and contractual relationships with.)

2. Following are the names of any corporation, firm, association or enterprise doing business with Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation in which I have a direct financial interest, provided that policies of insurance and amounts on deposit and accounts in banks, savings and loan associations or credit unions shall not be considered to be a financial interest within the meaning of this paragraph.

3. Following are the names of any corporation, firm, association or enterprise doing business with Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation, both profit and nonprofit, in which I or

my spouse holds a position of officer or member of board of directors and the title of each such position held.

4. This report can be renewed when due by submitting a statement that the information herein remains unchanged. Should the information become incomplete or inaccurate, this report shall be corrected within thirty (30) days.

I hereby certify that the above is true and complete as to any conflicting interest and/or financial interest as noted.

Signature Title

CONFLICTING INTEREST AND FINANCIAL INTEREST POLICY
ACKNOWLEDGMENT FORM

I hereby acknowledge that I have received a copy of the Conflicting Interest and Financial Interest Policy. I have read and understand the Policy, including the fact that it applies to all Boards and Board Committees in the system. I also understand that this Corporation and its Affiliates are organized to advance charitable purposes, and that in order to maintain tax-exempt status, they must continuously engage primarily in activities, which accomplish one or more tax-exempt purposes. I hereby agree to be legally bound by and comply with the Conflicting Interest and Financial Interest Policy as a condition of my continued association with the Corporation. Failure to comply may result in removal from my position.

Date

Signature

Printed or Typed Name

ADDENDUM: CONFLICT OF INTEREST AGREEMENT FOR ATTORNEY BOARD MEMBERS

As an attorney elected to serve on the Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation Board, I recognize that my participation raises unique conflict of interest issues, which may not be adequately addressed by Rules of Professional Ethics applicable to attorneys in the State of Alaska. In order to avoid potential conflicts, which might ensue from my professional activities as an attorney, I agree to the following terms and I understand that my service on the Valley Hospital Board of Directors is conditioned on agreement to these terms.

1. I understand and agree that my service on the Valley Hospital Board of Directors allows me to receive confidential information regarding the Valley Hospital Association, Inc. as well as its subsidiaries and affiliates. Because of this, I agree that I will not engage in any professional activities (including but not limited to representation of parties with interests adverse to Valley Hospital Association, Inc., Mat-Su Valley Medical Center, LLC, Mat-Su Valley II, LLC or Mat-Su Valley III, LLC), either during my term as a Board member or for a period of five (5) years after completion of my service as a director, that would create an actual or apparent conflict with the interests of said entities. I acknowledge the decision set forth in *Berry V. Saline Memorial Hospital*, 907 S. W. 2d 736 (Ark. 1995) upholding such restriction on adversity after completion of my service on the Valley Hospital Board of Directors.
2. I understand that a unique relationship exists between Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation (as well as its subsidiaries) and its affiliated physicians, and that because of this relationship the interests of these parties are inseparable. In acknowledgment of this, I agree that I will never represent any client in a professional malpractice case involving a physician who, during the time I am serving on the Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation Board, is employed by Mat-Su Valley Medical Center, LLC or any member thereof, or who holds privileges to practice medicine there at, or who is employed by Mat-Su Valley II, LLC or Mat-Su Valley III, LLC. I further agree that I will not assist any other attorney to prosecute such a case, either by direct participation or through providing information acquired during my tenure as a Board member.
3. I acknowledge that my service as a Board member will provide me with access to information of a confidential nature that could potentially be used to advance an interest adverse to that of the entities listed in 2, above, or affiliated physicians. Such information includes, but is not limited to, information concerning the peer review process, credentialing, physician discipline, case review, statistical data concerning patient outcomes for physicians, etc. I agree that no information obtained through my Board service will ever be used, either directly or indirectly, to advance a legal case against any entity named in 2, above, or any physicians affiliated with said entities before, during or after my term on the Valley Hospital Board of Directors.

4. In order to promote trust and openness between the Board of Directors and the physicians affiliated with the Hospital, I agree that, during my tenure as a director, neither I nor any member of my firm will participate in any professional malpractice action involving a health care provider providing services in the Southcentral Alaska region on behalf of any third party.
5. I understand that the rapidly changing nature of the health care industry has motivated the Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation Board to consider forming alliances of an uncertain nature with other health care providers, and that these potential affiliates cannot be identified with precision at this time. In order to avoid creating unnecessary animosity with potential future affiliates, I agree that I and my law firm will refrain from participation in any professional malpractice action on behalf of any third party which involves a health care provider in the Southcentral Alaska region for a period of five years following termination of my service on the Valley Hospital Board of Directors. I further understand and agree that the geographical scope within which potential affiliates may exist will likely expand over time, and that this agreement shall be construed to include such expanded areas as they may be determined to exist by the Board.
6. I agree that this Agreement shall be broadly construed to provide maximum protection for the interests of the Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation and its subsidiaries and affiliates. Any ambiguity in the terms hereof shall therefore be construed in favor of said entities. Additionally, I agree that if any professional activities I or my firm are considering pursuing have the potential for being construed as a violation of this agreement, I will request a formal decision by the Board as to the appropriateness of said activities before undertaking them.
7. In light of the potential conflicts of interest identified in ABA Formal Ethics Opinion 98-410 and to avoid ethical dilemmas that arise when an attorney is serving in the dual role of a director and as corporate counsel, I agree that neither I nor any member of my firm will provide legal advice to Valley Hospital Association, Inc. during the term of my service as a director.
8. This agreement is made freely and voluntarily, and the limitation on professional activity agreed to herein are granted in consideration of the opportunity to serve on the Valley Hospital Association, Inc. d.b.a. Mat-Su Health Foundation Board of Directors. This agreement shall be deemed to extend past my participation on the Board of Directors to the extent specified herein. Whenever this agreement refers to "Valley Hospital" or the Valley Hospital Association," this shall be construed to include the subsidiaries, affiliates and any successor entities thereof.

Signature

Date

Name (printed)

Address of law firm or other employer

Name of law firm or other employer
