

BEFORE THE
MISSOURI ETHICS COMMISSION

Filed
APR 13 2010
Missouri Ethics
Commission

MISSOURI ETHICS COMMISSION)
)
)
 Petitioner,)
 v.) No. 10E013
)
)
 HEDRICK MEDICAL CENTER,)
 SAINT LUKE'S HEALTH SYSTEM.)
)
)
 Respondent.)

CONSENT ORDER

The parties having filed a Joint Stipulation of Facts, Waiver of Hearings before the Missouri Ethics Commission, and Consent Order with Proposed Findings of Fact and Conclusions of Law ("Joint Stipulation") with the Missouri Ethics Commission in this matter. The Missouri Ethics Commission hereby accepts as true the facts stipulated and finds that the Respondent Hedrick Medical Center violated §130.031.8, RSMo, as stated in the Joint Stipulation.

The Commission directs that all terms and orders of the Joint Stipulation be adopted herein and implemented.

a. Respondent agrees that it will comply with all relevant sections of Chapter 130, RSMo.

b. It is the order of the Missouri Ethics Commission that a fee is imposed against the Respondent Hedrick Medical Center in the amount of \$100.00 pursuant to §105.961.4(6) RSMo. The fee will be paid by check or money order made payable to the Missouri Ethics Commission and sent to the

Missouri Ethics Commission, and will be due at the time of execution of this Joint Stipulation.

SO ORDERED this 12 day of April 2010.

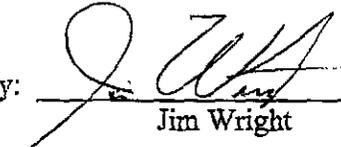
By: 
Jim Wright

EXHIBIT B

**BEFORE THE
MISSOURI ETHICS COMMISSION**

MISSOURI ETHICS COMMISSION)	
)	
Petitioner,)	
)	
v.)	No. 10E013
)	
HEDRICK MEDICAL CENTER,)	
SAINT LUKE'S HEALTH SYSTEM)	
)	
Respondent.)	

**JOINT STIPULATION OF FACTS, WAIVER OF HEARINGS BEFORE THE
MISSOURI ETHICS COMMISSION, AND CONSENT ORDER WITH JOINT
PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The undersigned parties jointly stipulate to the facts and consent to the action set forth below.

The undersigned Respondent, Hedrick Medical Center, Saint Luke's Health System, acknowledges that it has received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the party submits to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondent further acknowledges that it is aware of the various rights and privileges afforded by law, including but not limited to: the right to appear and be represented by counsel; the right to have all charges against Respondent proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Respondent; the right to present evidence on Respondent's own behalf at the hearing; and the right to a decision upon the record of the hearing. Being aware of these rights provided to the Respondent by operation of law, the

undersigned Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation of Facts, Waiver of Hearings before the Missouri Ethics Commission, and Consent Order with Joint Proposed Findings of Fact and Conclusions of Law, and agree to abide by the terms of this document.

I.

Based upon the foregoing, the Petitioner and the undersigned Respondent jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law, as follows:

JOINT FINDINGS OF FACT

1. The Missouri Ethics Commission (“the Commission”) is an agency of the State of Missouri established pursuant to §105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.
2. Respondent Hedrick Medical Center, as a corporation in the State of Missouri, is a person as defined by Section 130.011(22), RSMo.
3. In January 2010, Brian Johnston was the CEO of Hedrick Medical Center.
4. Respondent Hedrick Medical Center published, circulated and distributed an advertisement, attached hereto and incorporated herein as Exhibit A, concerning Chillicothe’s non-partisan proposal to approve the use of capital improvements sales tax funds to assist with building a new hospital that appeared on the February 2, 2010 ballot.
5. On January 21, 2010, Brian Johnston, Hedrick Medical Center’s CEO, authorized placing the advertisement in the paper on behalf of Hedrick Medical Center.

6. On January 21, 2010, at approximately 12:09 p.m., the advertisement was placed, via e-mail, with Gallatin Publishing Company for publication in the AdPages on behalf of Hedrick Medical Center. The ad ran one time on January 27, 2010.

7. Respondent Hedrick Medical Center placed a full page advertisement, which discussed the upcoming February 2, 2010 ballot issue in the Ad Pages.

8. The advertisement was billed to Hedrick Medical Center, and Hedrick Medical Center paid the \$468 invoice.

9. On January 29, 2010, a complaint was filed with Petitioner alleging campaign finance violations against Respondents.

10. The correct identification for all printed matter was "Paid for by Hedrick Medical Center, Brian Johnston, CEO", with Respondent Hedrick Medical Center's mailing address in the "Paid for by".

11. Pursuant to §105.961.1, RSMo, a special investigator has conducted an investigation and reported findings to the Commission.

JOINT CONCLUSIONS OF LAW

1. §130.031.8 RSMo states:

Any person publishing, circulating, or distributing any printed matter relative to any candidate for public office or any ballot measure shall on the face of the printed matter identify in a clear and conspicuous manner the person who paid for the printed matter with the words "Paid for by" followed by the proper identification of the sponsor pursuant to this section.

.....

(3) In regard to any printed matter paid for by a corporation or other business entity, labor organization, or any other organization not defined to be a committee by subdivision (7) of section 130.011 and not organized

especially for influencing one or more elections, it shall be sufficient identification to print the name of the entity, the name of the principal officer of the entity, by whatever title known, and the mailing address of the entity, or if the entity has no mailing address, the mailing address of the principal officer.

3. There is probable cause to believe that Respondent Hedrick Medical Center violated §130.031.8, RSMo by publishing, circulating and distributing printed matter without including its name, Brian Johnston's name as CEO, and Respondent Hedrick Medical Center's mailing address in the "Paid for by" advertisements placed in the AdPages.

II.

Based on the foregoing, the parties hereto mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission without further action by any party:

1. The parties to this Joint Stipulation understand that the Petitioner will maintain this Joint Stipulation as an open and public record of the Missouri Ethics Commission.

2. The Commission shall issue its Consent Order in the form attached hereto as Exhibit B.

a. Respondent agrees that it will comply with all relevant sections of Chapter 130, RSMo.

b. It is the order of the Missouri Ethics Commission that a fee is imposed against the Respondent Hedrick Medical Center in the amount of

\$100.00 pursuant to §105.961.4(6) RSMo. The fee will be paid by check or money order made payable to the Missouri Ethics Commission and sent to the Missouri Ethics Commission, and will be due at the time of execution of this Joint Stipulation.

3. Respondent consents to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action.

4. Respondent, together with its heirs, successors and assigns, does hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorney of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, a claim for attorney's fees whatsoever which Respondent and its attorney now have or which they may hereafter have, which is based upon or arises out of the above case.

RESPONDENT

By: [Signature] 4/08/10
Date

Hedrick Medical Center

Interim CEO

By: [Signature] 4/9/10
Date

Jennifer S. Griffin

Lathrop & Gage LLP

Mo. Bar No.: 44406

314 East High Street
Jefferson City MO 65101

Telephone: (573) 893-4336

Telefax: (573) 893-5398

Attorney for Respondent

PETITIONER

By: [Signature] 4/10/10
Date

Julie A. Allen

Executive Director

By: [Signature]

Elizabeth L. Ziegler

Missouri Ethics Commission

Missouri Bar No.: 35493

3411 A Knipp Drive
PO Box 1370

Jefferson City MO 65102

Telephone: (573) 751-2020

Telefax: (573) 526-5406

Attorney for Petitioner

2010
Wedding
Guide
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AdEast PAGES

Jan. 27, 2010

4300 Washington Street, P.O. Box 418
Chillicothe, Missouri 64601

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INFORMATION FROM HEDRICK MEDICAL CENTER *Concerning the City's Proposal to Build a New Hospital*

Since assuming operations of the city-owned Hedrick Medical Center in 2003, Saint Luke's Health System has worked to be a responsible corporate citizen in Chillicothe. While our primary mission is to provide the highest quality of medical services possible, we are also dedicated to being responsive to the communities we serve.

Late last year, in response to City officials and community leaders, we entered into negotiations for a longer term lease at Hedrick Medical Center: a new lease that would provide enough revenue to the City to construct a new hospital. After extensive negotiations with representatives of the City, we have come to an agreement on the terms of a new lease, should voters approve the ballot issue to build a new hospital February 2.

Under the terms of this new agreement, lease payments to the City of Chillicothe for the term of the lease will be in an amount large enough to pay for the monthly principal and interest on a loan to build a new hospital. We have also agreed to pay all maintenance and capital improvement costs at a new facility.

Under the proposal to build a new hospital, the City of Chillicothe will contribute a total of \$4 million to the cost of constructing this approximately \$30 million new facility. \$1 million will come from existing HMC reserve funds and the remaining \$3 million will be contributed by the City, 10% of the total cost, from revenues generated by the City's existing capital improvements sales tax over the next 10 years. It is clearly stated in the ballot language for this proposal that the City's contribution **will not** require the sales tax to be increased, nor for it to be extended beyond its current authorization by voters of Chillicothe.

Two community foundations will also contribute \$1 million each (a total of \$2 million) toward the cost of construction.

Saint Luke's Health System is pleased to be able to help make the construction of a new hospital possible. With it, we will be able to further enhance quality health care for the Chillicothe community for years to come.

A new hospital will provide for new state-of-the-art medical technologies, allowing for more comprehensive health care services, and allowing local residents to stay in Chillicothe for some treatments—rather than travelling to Kansas City. A new hospital will also provide better access to outpatient and clinic services provided at the hospital.

Saint Luke's Health System has come to the table at the request of City and community leaders to help make a new hospital possible for the citizens of Chillicothe. We offer this information in the hope that you will consider the facts of the City's proposal before you vote on February 2.

 Hedrick
Medical Center
SAINT LUKE'S HEALTH SYSTEM
saintlukeshealthsystem.org

