In the summer of 2001 the bishops of the United States approved revisions to the *Ethical and Religious Directives for Catholic Health Care Services* (ERDs). Although they were not extensive, these revisions could have a significant impact on the manner in which certain collaborative arrangements between Catholic and other-than-Catholic institutions are configured in the future. Notably the 1994 Appendix explaining the principle of cooperation was not, for example, included in the revised edition.

The revisions were done at the behest of the Holy See to eliminate and avoid certain arrangements judged to involve Catholic institutions in culpable cooperation in the immoral actions of other-than-Catholic institutions. Certainly the Holy See was more concerned with the elimination or avoidance of the immoral arrangements than with the particular formulation of the rationale employing the principle to explain why the cooperation was illicit. Nonetheless, a formulation of the principle of cooperation must obviously be provided or else one could not hope to apply it properly in the future and avoid immoral cooperation. We, the authors of this article, were pleased to see that the 2001 revisions included no new formulation of the principle of cooperation. Because of the cursory manner in which such an important principle would have had to be expressed as a mere appendix to a document such as the ERDs, it would have been subject to the same risk of misunderstanding as occurred in the past. We believe it is good that *Health Progress* is taking this opportunity to present an explanation of the principle and its applications in light of the most recent revisions by the bishops.

**CLARIFYING SOME FUNDAMENTAL CONCEPTS**

It is critically important to delineate the specific meaning of the term “cooperation” as it is used in the principle of cooperation, both for an adequate understanding of the various parts of the principle and for the principle’s proper application. “Cooperation,” in this sense, means the free and knowing assistance of an individual or an institution in an immoral act principally performed by another individual or institution (the principal agent). Whatever else might be said about a particular act of cooperation (that, for example, it is a morally good act if considered by itself), as an act of cooperation, it assists an evil act. Assisting an evil act is the moral marker (“object”) that identifies an act as an act of cooperation for the purposes of the principle. Hence, whatever is attributed to the principle or however the principle is interpreted, it must be consistent with the fact that assisting in an evil act is the ultimate referent of the principle of cooperation.

This point about the meaning of cooperation deals with one of the problems in the application of the ERDs to collaborative arrangements. In many cases, the cause of the difficulty is an interpretation of the principle of cooperation as a creative, enabling principle in and through which moral actions are formulated and advanced, rather than as a principle for identifying licit or illicit acts of cooperation either contemplated or
already chosen. Viewing the principle of cooperation as a creative source of morally obligated action reconfigures the principle into a moral mandate to cooperate. This approach can lead to the erroneous justification of illicit cooperation (for example, immediate material cooperation by an institution in direct sterilizations for the sake of a collaborative arrangement).

According to this expansive interpretation, the function of the principle is to provide the moral impetus to seek out new ways of collaborating with individuals or institutions. The principle of cooperation becomes one more positive moral principle among the traditional positive moral norms that oblige an individual or institution to do certain kinds of acts. The principle is regarded as a moral mandate to cooperate rather than a moral assay of actions that the cooperator may have been initially obligated to do according to genuine positive moral principles.

However, the positive moral obligations—for example, to love one’s neighbor, to care for one’s health and the health of those for whom one is responsible, or to contribute to the common good—have specific moral objects by which their respective obligations are formed. If the principle of cooperation is a positive moral norm, then its formal object would have to be assistance in the morally evil act of another. But this is a contradiction because there cannot be a positive moral obligation specifically to assist in evil acts—that is, there is no morally obligated good defined as the assistance to evil action. True, a specific act of providing health care, which is defined by its own good, might incidentally assist an immoral act. But, in such a case, the act’s goodness comes from what it is itself, not from the fact that it has in some way assisted or advanced an evil act. Moreover, any good preserved or evil avoided as a result of cooperation may justify certain types of cooperation, but this justification ought not to be confused with an obligation to cooperate in evil acts. Justification and obligation represent two different moral categories. The justification of an act of cooperation is the reason why it may be done (which relates to the good effect that will result from it), but this is completely different from assistance in evil acts as a moral requirement.

The problem of misinterpreting the principle of cooperation as incorporating a positive moral obligation is illustrated by the blurring of the distinction between collaboration and cooperation. The expansive view of the principle of cooperation conflates these two terms in its construal of the principle as representing a positive moral obliga-

In Catholic tradition, positive moral obligations are derived from the natural law.
Another fundamental confusion about the principle of cooperation concerns the identification of the wrongdoer in a relationship of cooperation. It is critically important, for a proper understanding of the principle, that the principal agent not be considered the sole wrongdoer. The principle presumes that the principal agent is a wrongdoer, but its primary purpose is judging the moral status of the cooperator. The principle helps to determine whether the cooperator is a wrongdoer, depending upon the type of cooperation and its reasons. If the wrongdoer can only be the principal agent, then the various types of causal connections between cooperator and principal agent represented in the principle are morally vitiated. The various types of cooperation delineated in the principle of cooperation represent particular levels of causal influence on the act of the principal agent. If the wrongdoer is always the principal agent, then the act of a cooperator could never have a causal effect on the act of the principal that could be identified as morally wrong. Thus there can be two wrongdoers—the cooperator and the principal agent—depending upon the cooperation. Given the principle's raison d'être, the two moral agents represented in the principle ought to be identified simply as the cooperator and the principal agent.

**Formal Cooperation**

The principle of cooperation divides cooperation into two major types, formal and material. Formal cooperation is assistance provided to the immoral act of a principal agent in which the cooperator intends the evil. The assistance need not be essential to the performance of the act in order for the cooperator to intend the evil of the principal agent's act. Formal cooperation is never morally permissible because the cooperator knowingly wills evil. Formal cooperation can be either explicit or implicit. Explicit formal cooperation directly approves of the principal agent's immoral act. This would be the case for a health care provider that established a policy explicitly intending the direct sterilization of men or women. The provider is not the principal agent of the immoral act but does give assistance to it through the policy and does intend the act. Implicit formal cooperation intends the evil of the principal agent, not for its own sake but as a means to some other end that, by itself, might be morally good. Implicit formal cooperation is not identified negatively—through a process of elimination, for example, or from the absence of any explanation distinguishing it from explicit formal cooperation—but by positive indicators. The implicit formal cooperator concurrently seeks a good end and endeavors to secure the conditions by which the immoral act of the principal agent takes place as a means of achieving the good end. The cooperator's actions demonstrate an implicit approval of the principal agent's immoral act. Moreover, whatever similarities might exist between implicit formal cooperation and immediate material cooperation (see below), they are essentially different types of cooperation because the former intends evil and the latter does not.

Institutions are susceptible to implicit formal cooperation because they operate through governance, management, and finance, which set forth and implement the institution's intentions. If, in an effort to secure its viability, a Catholic health care organization negotiates and approves a collaboration agreement that establishes, among other things, the conditions by which an other-than-Catholic collaborator is able to provide direct sterilizations, then the Catholic provider is engaging in implicit formal cooperation in any sterilizations performed as a result of its actions. This implicit formal cooperation would include establishing the conditions by which the provision of sterilizations is either brought into existence for the first time or is continued under a new configuration. Generally if a collaborative arrangement such as a joint operating agreement, affiliation, or joint venture is completely segregated from the governance, management, and financing of direct sterilizations provided by the other-than-Catholic partner (and other procedures and activities considered immoral by Catholic teaching as well), then formal cooperation can be avoided. Although it may be morally illicit to acknowledge the existence of such procedures and activities in an agreement as a legal matter, this instrument cannot itself establish the segregation of the procedures and activities without the Catholic party engaging in implicit formal cooperation.

**Material Cooperation**

Material cooperation is assistance provided to the immoral act of a principal agent in which the cooperator does not intend the evil. Delimiting the elements that actually define material cooperation is very important for a proper application of the principle (see below) as well as for an accurate definition. In particular, how any case of material cooperation is morally justified does not enter into the definition of what material cooperation is. The only elements needed to define material cooperation are the elements that actually define it.
cooperation are, first, the free and knowing assistance to the evil act of another, and, second, the absence of intending the principal agent’s evil acts. No other factors define what material cooperation is. If these two factors obtain in any given case, then the moral agent is engaging in material cooperation. However, not all cooperation defined by these factors is morally permissible. Some types of material cooperation are immoral.

Material cooperation can be either immediate or mediate. Immediate material cooperation assists in the immoral act of the principal agent by contributing to the essential circumstances of the act. The ERDs find no moral justification for immediate material cooperation by Catholic health care organizations in intrinsically evil acts of a principal agent. “Catholic health care organizations are not permitted to engage in immediate material cooperation in actions that are intrinsically immoral, such as abortion, euthanasia, assisted suicide, and direct sterilization” (Directive 70). For example, if a Catholic health care organization agrees to supply surgical instruments to an other-than-Catholic women’s hospital as part of a larger collaborative agreement, and these instruments are to be used in direct sterilizations performed at the hospital, then the Catholic party is engaging in immediate material cooperation. There is no intent to provide the sterilizations because the governance, management, and financing of them is completely segregated from the collaborative arrangement, but the supply of surgical instruments is a circumstance essential to the performance of the sterilizations. Moreover, some would regard allowing independent physicians to perform direct sterilizations in a Catholic hospital as immediate material cooperation. However, we consider this to be explicit formal cooperation because such activity does not occur contrary to policy and without planning by the hospital.

**Institutional Duress and Immediate Material Cooperation**

The proscription contained in Directive 70 should settle any doubt engendered by the Appendix of the 1994 ERDs about whether duress or fear can justify immediate material cooperation by a Catholic health care organization in intrinsically evil acts. Four key points can be made regarding the function of duress and fear in relation to material cooperation.

First, as explained above, anything pertaining to the justification of particular cases of material cooperation (what was known as the “lawfulness” of material cooperation) stands outside the definition of material cooperation itself. Both duress that narrows the options among which one may choose rather than cooperate in evil, on the one hand, and fear of losing a great good, on the other, may justify acts of material cooperation and lessen subjective culpability. But, as such, these factors are not part of the definition of material cooperation. The fact that the material cooperator does not intend the evil of the principal agent and the reason why the cooperator does indeed cooperate. The reason why the material cooperator does not intend the evil is because the cooperator knows the principal agent’s act to be immoral and chooses to intend something good rather than the evil. This establishes the fact that the cooperator does not intend the principal agent’s act. The reason why the cooperator assists the principal agent is because the cooperator cannot reasonably avoid the evil of the principal agent’s act and at the same time preserve some great good or avoid some great evil. This is the justification for the material cooperation.

Duress and fear may be factors influencing the material cooperator’s decision to cooperate, but they are not the essence of material cooperation.
gravity does not justify any essential contribution an institution might make to an intrinsically evil act of lesser moral gravity, such as direct sterilization. Differences in moral gravity among intrinsically evil acts are not relevant because an institution should never contribute something essential to an act that, by definition, ought never to be performed under any circumstances, whether through formal or immediate material cooperation. However, this difference in moral gravity may be relevant to the question of contributing a nonessential circumstance to an intrinsically evil act whose moral gravity is less grave—for example, providing certain support services to a hospital at which direct sterilizations are performed.

Third, the life of an institution is life by analogy, just as the institution is regarded as a “person” by analogy. Its life is not real life. Consequently, a threat to the life of a health care institution is not morally commensurate with the real and imminent threat to the life of a human person forced to choose between cooperating or being killed. This essential difference was made clear by the Congregation for the Doctrine of the Faith when it wrote, “It seems to us that the duress which may justify material cooperation with evil on the individual level, such as threats to one’s life, cannot legitimately be transferred to institutions since even the closure of an institution cannot equal the gravity of losing one’s life.” Hence duress as a factor that may diminish individual culpability for immediate material cooperation cannot morally legitimate act of a principal agent by contributing to nonessential circumstances of the principal agent’s act. Mediate cooperation assists in the good sought or the evil avoided must be.

Commentary was at best ambiguous about whether *Quaecumque Sterilizatio* allowed immediate material cooperation in intrinsically evil acts performed in Catholic hospitals; the 1994 Appendix contained internal flaws that prevented a proper application of the principle to the issue of institutional immediate material cooperation. *Quaecumque Sterilizatio* is quite clear on the issue of direct sterilizations in Catholic hospitals—a fact whose recognition by the U.S. bishops is shown by their quoting of an excerpt from that document in the current ERDs: “Any cooperation institutionally approved or tolerated in actions which are in themselves, that is, by their nature and condition, directed to a contraceptive end ... is absolutely forbidden. For the official approbation of direct sterilization and, *a fortiori*, its management and execution in accord with hospital regulations, is a matter which, in the objective order, is by its very nature (or intrinsically) evil.” Moreover, it is equally clear that the point in *Quaecumque Sterilizatio* (see 3.b) that material cooperation by a Catholic hospital is morally permissible under certain circumstances is a reference not to immediate material cooperation but to mediate material cooperation.

**Mediate Material Cooperation**

Mediate material cooperation assists in the immoral act of a principal agent by contributing to nonessential circumstances of the principal agent’s act before, during, or after the act. This type of cooperation might be justified if some great good were to be gained (or prevented from being lost) or if some great evil were to be avoided. Mediate material cooperation is morally licit according to a proper proportionality between the goods to be protected or the evils avoided, on one hand, and the evil of the principal agent’s act, on the other. The graver the evil to which the cooperating contributes, the graver the good sought or the evil avoided must be. Indeed, licit mediate material cooperation has traditionally been understood in terms of the four basic conditions of the principle of the double effect as applied to a cooperator. The act of material cooperation has two effects, the bad effect of assisting an evil act, and the good effect of preserving good or avoiding evil. Thus an act of mediate material cooperation is licit because:

- The cooperator’s act is itself morally good or indifferent.
- The cooperator does not intend the evil of the principal agent’s act.
- The good effect is not achieved by means of
the bad effect (the principal agent is the primary cause of the evil act).

- The good effect is proportionate to the bad effect.

Consider the case of a collaborative arrangement that contributes to the overall viability of an other-than-Catholic partner that performs immoral procedures. If neither the Catholic partner nor the joint entity itself engages in formal or immediate material cooperation, then the first three conditions of the principle of the double effect are fulfilled. The fourth condition is fulfilled by virtue of the fact that the Catholic partner is seeking to preserve a great good or avoid a great evil. The following are examples of collaborative arrangements that involve morally licit mediate material institutional cooperation:

- A Catholic system and an other-than-Catholic health system propose the formation of a joint operating company (JOC) for the purpose of operating the systems' hospitals and conducting joint activities. The Catholic system would negotiate and approve a joint operating agreement establishing the JOC. The JOC and the hospitals' joint activities would operate in compliance with the ERDs. The collaborative arrangement would have the effect of securing the viability and survival of the other-than-Catholic system and its illicit procedures, including direct sterilization. However, the other-than-Catholic system would establish a corporation separately governed, financed, and managed for the purpose of providing direct sterilizations.

- A Catholic health care system and an other-than-Catholic system propose a collaborative arrangement, the sole purpose of which is to provide joint programs in several specific areas, such as cardiology and radiology. Direct sterilizations would be provided at one of the hospitals of the other-than-Catholic system in a manner completely independent of the proposed arrangement. The affiliation agreement would have the effect of securing the viability and survival of the other-than-Catholic system and its facilities.

- A Catholic health system proposes to establish a JOC with an other-than-Catholic system. The JOC would manage the Catholic system's facilities and would provide management assistance for some of the other-than-Catholic system's facilities. Direct sterilizations are performed at one of the other-than-Catholic system's hospitals. A services agreement ensures that each service provided by the Catholic system is completely separated from the immoral procedures. The collaboration agreement would have the effect of securing the viability and survival of the other-than-Catholic system and its facilities.

Mediate material cooperation can be either proximate or remote. This is not a difference of physical or geographic location, but rather a causal difference. The distinction between proximate and remote refers respectively to mediate material cooperation that has a direct causal influence on the act of the principal agent (proximate) and that which has an indirect causal influence (remote). Thus it is possible for a cooperator to be physically proximate to the act of a principal agent and yet engage in remote material cooperation. Conversely, a cooperator may be physically remote from the principal agent's act but engage in proximate material cooperation.

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Consider, for example, the 2002 reconfiguration of the Lease Agreement between the city of Austin, TX, and the Seton Healthcare Network. Brackenridge Hospital, which is leased and operated by Seton, is physically contiguous to a new city hospital at which direct sterilizations will be performed. The renovations made by Seton to the space that the city hospital will occupy constitute remote material cooperation by Seton in the sterilizations performed there because there are many intervening causes between the renovation of the space and the performance of the immoral acts. The location of the decision makers who decide to assist the city hospital may be physically remote from the sterilizations, but those decisions may include providing utilities to the new city hospital, for example,
which would have a much more direct effect on any sterilization procedures performed there. The decision-making administrators may be far from the site, but because of the causal relation of their decision to what is occurring at the new city hospital, it could be said that they are engaged in *proximate* mediate material cooperation.

**The Brackenridge Hospital Case**

Because the Seton/Brackenridge Hospital Lease Agreement is so well known, we will, as a means of illustrating our point, look at it a bit more closely. The arrangement has sometimes been called the “hospital within a hospital” structure. Some people have advocated this structure for other collaborative ventures, which we at The National Catholic Bioethics Center would not consider licit.

It is important to note that the “hospital within a hospital” structure of the collaborative arrangement between Seton and the city of Austin was adopted as the only reasonable way for Seton and Ascension Health (of which Seton is a part) to extricate themselves from illicit cooperation resulting from a morally defective collaborative arrangement that had been entered into in good faith. The case presented a problem of disengagement from illicit cooperation under unique circumstances. Because the circumstances were unique, the revised Brackenridge arrangement probably cannot be seen as a legitimate model for new collaborative arrangements.

In 1995 Seton Healthcare Network entered into a 30-year Lease Agreement with the city under which Seton assumed responsibility to govern and operate the city’s Brackenridge Hospital. According to Seton’s administrators, this was done to respond to a request made by the city and to expand the health care ministry to the poor of the Daughters of Charity. Seton did not need to assume this responsibility to secure its own viability or to respond to market pressures. However, many in the community had speculated that the city might be forced to close Brackenridge because of its precarious financial condition. The proposed Lease Agreement was approved by the then-bishop of Austin, who did so on the advice of three different moral theologians.

A year later, the bishop was told that the Holy See had reviewed the arrangement and judged it to be morally illicit. Seton could not simply abrogate the contract lest it suffer a significant financial penalty for nonperformance. In light of some of the other initiatives undertaken by Seton, a termi-

Each venture has unique, specific circumstances that have a bearing on the moral solution that must be found.
proposed collaborative ventures.

Indeed, a number of circumstances concerning the Seton/Brackenridge agreement were unique:

- Brackenridge is a city-owned hospital, not a Catholic-owned one, even though it is being leased and managed by a Catholic health care system.
- Seton was locked into a 30-year lease, the violation of which would have had severely adverse material consequences for its health care ministry.
- Brackenridge did need to expand its obstetric services, although Seton was under no obligation to do so. This need arose quite independently of the attempt to find a solution to the cooperation problem. Absent the need to expand, it might have been impossible to have found a moral solution to the dilemma because Seton could not have proposed an arrangement to allow women to be surgically sterilized without intending that it occur.
- Texas law allows what might be called “hospital within a hospital” arrangements, according to which licensure is granted to two separate and unrelated corporate entities that operate in the same building. Such arrangements can be found in cases in which one hospital has special expertise (e.g., long-term acute care) not provided by the other and for which the other cannot obtain licensure. Under such arrangements, one hospital can provide its licensed services within another general acute care hospital.

Conceptually, the revision of the Seton/Brackenridge Lease Agreement was not complicated. Brackenridge essentially refused to continue to perform surgical sterilizations. The city agreed to take back management of a portion of its own hospital, deciding that it would itself provide expanded obstetric services in that portion. The city will hold the license for its hospital, which will have its own separate managers and governing body. The city further agreed to finance the structural reconfiguration of the plant necessary to accomplish these objectives. And it agreed that no abortions would take place in its own hospital within Brackenridge Hospital.

At this point, the negotiators realized that Brackenridge would have to provide certain services to City Hospital for the proposed arrangement to work. Consequently the city and Seton proposed to enter into an Ancillary Services Agreement for this purpose. However, concerns surfaced that some of the services required by City Hospital might prove to be immediate material cooperation in evil, whereas others were only mediate. Seton’s provision of electricity and water would not, for example, contribute anything essential to City Hospital’s anticipated surgical sterilizations. However, the provision of sterilized surgical kits would contribute something essential, as could the provision of pharmacy or laboratory services. Seton consequently excluded those functions from the Ancillary Services Agreement, as well as anything else which might be seen as contributing essentially to the commission of immorality in the new City Hospital.

It was the opinion of the National Catholic Bioethics Center that, as a result of the amendment to the Lease Agreement and the Ancillary Services Agreement, Seton would ultimately be engaged in licit proximate mediate material cooperation with the immoral surgical sterilizations that might occur in City Hospital. Critical to this conclusion, however, was the fact that the arrangement arose as the means to remove Seton from an existing morally unacceptable relationship. This fact morally distinguishes Seton as intending to extricate itself from, not secure the provision of, direct sterilizations. The center would never have approved Seton’s entering an arrangement such as this for a new transaction with a third party, because that arrangement would probably have involved an intention on the part of the Catholic party that the surgical sterilizations be performed (implicit formal cooperation). Even if the intention were avoided, such an arrangement would put the Catholic institution into immediate material cooperation. There had to be a significant reason to justify Seton’s involvement in proximate mediate material cooperation. The center considered the justifying cause to be the significant financial loss that Seton would suffer if it broke the Lease Agreement and the harm that would accordingly be done to the great good of its health care ministry.

As we have maintained, it is necessary to remember that the principle of cooperation is a limiting principle, not an expansive one, providing opportunities for cooperating in evil. Even though mediate material cooperation can be licit, there must be a proportionately grave reason for even allowing it. The center considered such to be the case with the Seton/Brackenridge Lease Agreement.

**Scandal**

The church has a moral tradition regarding scandal, not as a matter of public shock or surprise,
The following five guidelines ought to form the baseline of any moral evaluation of a collaborative arrangement:

- The members of a collaborative arrangement should understand that it represents an extension of the identities of the participants. As a result, the joint entity cannot act in a manner contrary to the missions of the members. Thus a Catholic health care organization may not participate in a collaborative arrangement that does not act consistently with the ERDs. This is not an imposition of Catholic values because the Catholic institution is acting in the only way any health care organization can, namely, by delivering health care according to a particular vision of what is good for the human person.
- The first step in an ethical review of a collaborative arrangement is to determine whether it or the Catholic institution will engage in formal cooperation in evil (explicit or implicit) and through the arrangement. Any governance, management, or financing of immoral procedures and activities must be completely segregated from the collaborative entity by the other-than-Catholic party.
- If it is determined that neither the Catholic party nor the joint entity would engage in immediate material cooperation, then a determination must be made as to whether the collaboration involves justified mediate material cooperation. There must be great goods to be gained (or preserved) or great evils to be avoided to justify mediate material cooperation.
- If it is determined that neither the Catholic party nor the joint entity would engage in formal or immediate material cooperation, then a judgment must be made as to whether the collaboration involves justified material cooperation. An appeal to duress cannot be made to justify immediate material cooperation in intrinsically evil acts.

A LIMITING PRINCIPLE OF MORAL ACTION
To apply the principle of cooperation properly to collaborative arrangements between Catholic and other-than-Catholic health care organizations, one must first correctly understand the principle's purpose. As Directive 69 puts it: "If a Catholic health care organization is considering entering into an arrangement with another organization that may be involved in activities judged morally wrong by the Church, participation in such activities must be limited to what is in accord with the moral principles governing cooperation."

The bishops recognize that the principle of cooperation is a limiting, not an expansive, principle of action. Its purpose is to limit action so that evil may be avoided in the pursuit of good, not to
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cumque Sterilizato, March 13, 1975, p. 10. Paragraph 3b says: "The traditional doctrine regarding material cooperation, with the proper distinctions between necessary and free, proximate and remote, remains valid, to be applied with the utmost prudence, if the case warrants."

10. As John Paul II has put it in The Splendor of Truth (Origins, October 14, 1993): "The morality of the human act depends primarily and fundamentally on the 'object' rationally chosen by the deliberate will" (n. 78). "The primary and decisive element for moral judgment is the object of the human act, which establishes whether it is capable of being ordered to the good and to the ultimate end, which is God" (n. 79). The moral object is the intention inherent in the action the actor is actually performing: the goal of the action, as opposed to the goal of the actor. See also Catechism of the Catholic Church, 2nd ed., Libreria Vaticana, Vatican City, Italy, 2000, n. 1,749 ("The Morality of Human Acts").

11. Aquinas, HI, q. 6, a. 6, ad 1.
12. Smith.
16. John Paul II.
17. See the Ethical and Religious Directives, n. 44, p. 42.
19. Ethical and Religious Directives, p. 36.
22. See the introduction to Part 6, Ethical and Religious Directives: "As a rule, Catholic partners should avoid entering into partnerships that would involve them in cooperation with the wrongdoing of other providers" (p. 36).
23. Ashley and O'Rourke, p. 191ff.
24. Ethical and Religious Directives, Directives 67 and 68, p. 36.
25. "Scandal is an attitude or behavior which leads another person to do evil" (Catechism of the Catholic Church, n. 2,284).

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impel an individual or institution into action that involves some kind of cooperation in evil. Expanding the purpose of the principle of cooperation to include a role of positive moral action opens the way to regarding any collaboration as being at the same time a moral obligation to cooperate in evil, which in turn removes an important barrier to potential immoral cooperation.

Three critical points follow from the basic premise that the principle of cooperation is a limiting principle of moral action:

- The presence of justifying reasons for cooperation in evil in any given case ought not to be construed as evidence for the existence of a general obligation to cooperate in evil.
- The notion of "wrongdoer" is not reducible to the principal agent alone; in some types of cooperation, it also includes the cooperator.
- Duress and fear stand outside the definition of material cooperation and are as possible reasons for material cooperation.

These points are important in distinguishing immoral from moral cooperation by a Catholic health care organization.

The principle of cooperation, understood as a limiting principle of action that can help a moral agent avoid evil in the pursuit of good (rather than as an obstacle to the fulfillment of Catholic health care ministry and the common good), can be an effective tool in the achievement of those goals. This more restrictive use of the principle—instead of what appears as a newly proposed expansive use—is what will enable the Catholic health ministry to cooperate with others to provide health care in a way that is consistent with its vision of the human good.

NOTES

8. National Conference of Catholic Bishops, n. 44.
11. See "Cooperation with Non-Catholic Partners.