

## TTPC, LLC'S BUSINESS ETHICS

### PHILOSOPHY

To enable the Company to conduct its business effectively and to promote confidence in the integrity of their officers and employees, the highest standards of loyalty and ethical principles must be maintained. The guiding principles of this policy are that all officers and employees must avoid situations in which their personal activities or relationships could create, or appear to create, a conflict of interest, or make it difficult to objectively carry out job responsibilities or act in the best interest of the Company.

Additionally, confidential and proprietary information must be carefully protected. The spirit of this policy is to preserve and protect the integrity and independence of all decisions affecting the Company made by its officers and employees so that the interests of the Company, and not that of any individual, prevail. The mere appearance of a conflict or a breach of confidence can often be as serious as an actual conflict or breach and can result in irreparable damage to the Company and its reputation.

At the same time, the Company does not wish to unnecessarily infringe upon the personal lives of its employees. Each individual has a responsibility and will be held accountable for complying with the spirit and letter of this policy, and to seek assistance from management when necessary.

### SCOPE

This policy applies to all officers and employees of the Company (collectively, "employees"). All employees will be required to complete the Business Ethics Policies Employee Compliance Certification Form and the Confidentiality Agreement when joining the Company as a regular part-time, regular full-time or temporary employee and annually thereafter.

### GUIDELINES

This policy sets forth guidelines for those areas of business ethics in which employees are most likely to encounter difficulties. It should be kept in mind that these are guidelines and may not address *every* specific situation that may arise.

#### I. **Conflict Situations:**

A potential conflict would exist whenever an employee has an interest in, or connection with, any company that the Company does business with, if the interest is of such a nature that it might influence, or appear to influence, the independent judgment of the employee. "Vendor" shall mean any company that the Company has a contract with, or that submits a bid or formal offer to contract with the Company, to provide goods or services to the Company or to members of the Company healthcare cooperative. Conflicts may be difficult to detect, and sometimes it is only a matter of degree between an acceptable and unacceptable activity. To *avoid* conflicts, employees must use sound judgment and exercise prudence in all of their business dealings.

Business transactions in which there may be conflicts of interest include, for example, the sale or purchase of products, services, supplies or equipment; the purchase, sale and lease of real estate; the purchase of advertising space and time; the investment and borrowing of funds; investments in competitors or Vendors; and the selection or supervision of Vendors.

It is not practical to describe *every* situation that might raise a conflict of interest or the appearance of one, but the following are examples of activities that are prohibited.

**A. "Individual Equity Interest"**

Shall mean securities, options, warrants, debt instruments (including loans) or rights to acquire any of the foregoing owned by the employee, his/her spouse, or his/her minor children; provided, however, that (a) interests in mutual funds or (b) interests held in a blind trust shall not be included.

The Company senior management, whom the Board determines exercise a pervasive influence on contracting decisions involving Vendors, is prohibited from owning any Individual Equity Interest in Vendors of the Company. All other management from the vice president level up through the president who are not in a position to influence contracting decisions, shall be required to disclose any Individual Equity Interest in Vendors, and recuse themselves from any discussions and/or decisions regarding them.

All employees who are in a position to influence the Vendor contracting decisions of the Company, may not own an Individual Equity Interest in any Vendor over which they may influence contracting decisions.

All employees may not own an Individual Equity Interest in any company in which the Company or any of its subsidiaries own securities, warrants, options, debt instruments (including loans) or rights to acquire any of the foregoing.

**B. Property or Services Transactions:**

Employees should not buy, sell or lease any kind of property or services from or to the Company, or from or to a Vendor, except when authorized by the Company.

**C. Temporary Changes in Job Responsibilities:**

Employees who normally do not influence contracting decisions of the Company may be required from time to time to disclose Individual Equity Interests in companies and recuse themselves from any discussions and/or decisions regarding those applicable companies and Vendors, if they are assigned temporary job responsibilities involving contracting decisions.

**II. Business Entertainment and/or Gifts**

Any Company employee involved in the contracting process is prohibited from accepting any gift or participating in any business entertainment event offered by prospective suppliers/vendors that would influence contracting decisions.

**III. Confidential or Proprietary Information**

In the course of employment with the Company, employees will come into possession of and have access to confidential or proprietary documents, materials and information used by the Company, its subsidiaries, affiliates, and Vendors ("the Company Information"), and information used by participating healthcare organizations in the conduct of their businesses, and will become familiar with the nature of the business of the Company and the Company institutions, their business secrets, including patient, financial, operational, statistical and other confidential or proprietary information,

whether specific or aggregate, and any or all special or general methods of doing business. Employment with the Company is upon express condition that employees will under no circumstances, except as required by law or as directed by the Company, divulge the confidential or proprietary information acquired while in the course of said employment and at any time thereafter, or use such confidential or proprietary information to their personal advantage or to the advantage of any other person or organization.

No Company employee should give, release or discuss with anyone employed or not employed by the Company who does not have a legitimate business "need to know" information that might adversely affect the Company's interests, including, but not necessarily limited to, information relating to strategic planning, decisions, operations, goals, financial or business prospects, competitive bids, technical processes or confidential employee, patient, financial, operational or statistical information, whether specific or aggregate, belonging or relating to the Company Information, or information of its healthcare organizations; or use such information to the personal advantage of the employee or to any other person or organization, nor should any Company employee make publicly available or discuss with any person or organization who does not have a legitimate business "need to know" any information regarding the Company or its healthcare organizations that by contract is required to be kept confidential.

#### IV. **Personal Relationships of Employees**

While the Company does not wish to infringe upon the personal lives of its employees, situations may arise involving personal or family relationships that may impact the business or its environment. It should be kept in mind that these are guidelines and may not address every specific situation that may arise.

##### **A. Internal Conflicts of Interest:**

It is the Company's policy that employees who have personal or family relationships with another Company employee, member or Vendor that impede or have the appearance of impeding objective business decisions, will not be assigned to positions which may create such a conflict of interest. It is the intent of this policy to promote an environment in which business decisions are made free from the effect of such personal or family relationships. Likewise, employees should not accept or remain in positions in which such personal or family relationships could impact their ability to make decisions in an objective manner.

Some examples of work assignments which must be avoided when a personal or family relationship exists include individual work assignments that:

- Require one to direct, review or process the work of the other
- Require one to serve in a supervisory or higher level management role over the other
- Permit one to have access to privileged or confidential information about the other
- Permit one to approve financial transactions affecting the other, such as approval of expense reports, salary increases, or bonus payments
- Involve dependent responsibilities (i.e. purchasing and accounts payable)

##### **B. External Conflicts of Interest:**

Employees with responsibilities for external relationships must avoid situations that could cause an actual or perceived conflict of interest or make it difficult to objectively carry out job responsibilities or act in the best interest of the Company.

When an employee's responsibilities include working with members, Vendors or competitors, particular care should be taken to ensure that business decisions are free from any actual or perceived conflict of interest. The Company employees who have a personal or family relationship with employees of a member, Vendor or competitor should not become involved in the business decisions that involve the Company and the other company if that individual can benefit, either directly or indirectly, from the other company's business with the Company. Nor should employees conduct any business on behalf of the Company with a Vendor or member when the employee has a personal or family relationship with any individual who is a principal, officer or representative of that Vendor or member, without first disclosing that relationship to the Company Compliance Officer.

#### **V. Employees Serving as Officers or as Members of Board of Managers Outside of the Company**

The duties owed by a Company employee who is on the Board of Managers or serves as an officer of an outside company, association or organization are separate from and in addition to the duties and responsibilities that employee has to the Company as one of its employees.

Many companies, associations and organizations pay their outside officers and Board of Managers fees for services, as well as offering reimbursement for out-of-pocket expenses incurred while attending meetings or other functions. A Company employee who is serving in such an outside capacity at the request of the Company may accept such fees and reimbursements, so long as the employee transfers them to the Company. If the Company employee serving at the request of the Company is offered stock or the opportunity to subscribe for stock in consideration for his/her services, he/she should contact the Company Compliance Officer before accepting or subscribing for such stock. The stock or stock options will be held in the Company employee's name. However, all proceeds from the sale of stock or any exercise of stock options will be paid to the Company. The Company will issue instructions to the employee as to when to engage in such transactions and will structure same to help assure tax neutrality. The Company employee may not purchase stock in the outside company for the employee's benefit, even if paid with the employee's own funds. Except at the request of the Company, the Company employees may not sit on the Board of Managers or serve as an officer in a company that the Company management determines has material conflicts of interests with the Company, including but not limited to being a competitor or Vendor of the Company.

With their manager's prior approval, employees may serve as an officer or director of any company that does not have material conflicts with the interests of the Company. However, such activities, including preparation, are not to be conducted on company time, nor may they in any way impact the employee's job performance at the Company, unless the manager provides his/her prior approval.

As an officer or board member of any outside company, association or organization, whether serving at the request of the Company or not, a Company employee may be called to act in situations where the interests of the Company and those of the other entity are in conflict or potential conflict. In any such situation, the employee must refrain from participating in any votes on the matter in question. In addition, he/she may not influence any discussion or votes on the matter.

#### **VI. Employment or Consulting Relationships**

Employees may not serve as an employee of or consultant to any company that the Company management determines has material conflicts of interests with the Company, including but not limited to being a competitor or Vendor of the Company. Employees should not engage in any other business activity that is competitive with any of the Company's business, that takes advantage of a corporate opportunity of the Company or that could result in a conflict between the private interests of the employee and the interests of the Company.

With their manager's prior approval, employees may serve as an employee or consultant of any company that does not have materials conflicts with the interests of the Company. However, outside employment or business activities, including preparation, are not to be conducted on company time, nor may they in any way impact the employee's job performance at the Company.

## **VII. Contributions and Unethical Payments**

Federal law prohibits a corporation from making direct or indirect political contributions of any kind, including transportation or other services, at company expense. The Company encourages the lawful participation during nonbusiness hours of all employees as private citizens in the electoral process or in making contributions to political action committees of their choice.

Employees are prohibited from giving, offering or accepting anything that could be construed as a bribe, kickback or an illegal or unethical payment in connection with the Company and its businesses. Employees who receive such offers of/or solicitations for bribes, kickbacks or illegal or unethical payments must report the offers or solicitations immediately to their manager and to the Company's Compliance Officer.

## **VIII. Compliance with Federal and State Laws**

All employees must conduct the Company's affairs with the highest possible standards of ethics and shall comply fully with applicable federal, state and local laws and regulations.

## **IX. Employee Assistance**

In addition to the specific situations discussed above, there are many other possibilities for a conflict of interest. It is also understood that there may be some unique aspects of a situation that deserve individual consideration. This policy is meant to be interpreted fairly so that its application does not cause harsh results in situations in which a conflict arises unavoidably. Furthermore, if through no action by the employee, he/she would violate any provision of this policy, the employee would be given a reasonable amount of time to comply (i.e. when an employee changes job responsibilities).

Employees who are or potentially may be in conflict of interest situations are responsible for discussing the situations with their manager or a Human Resources representative. If an individual employee believes there is a conflict with his/her position or job characteristics, the employee's manager should make all possible efforts to consider the request. If the employee does not feel the desire or need to make job related changes, he/she should be counseled by the manager or Human Resources representative, or both, as to his/her responsibilities under this policy.

If a Company employee or his/her manager is uncertain regarding the resolution of a possible conflict, one of them must submit the issue in writing to the Human Resources representative for resolution. The Human Resources representative will issue a decision and instructions regarding any corrective

action in accordance with the requirements of this policy within five (5) business days after receipt. Conflict situations can often be avoided by discussing the potential situation in advance.

**X. Procedures**

The Human Resources representative in conjunction with the Board of Managers will establish any additional procedures that may be necessary to implement and monitor adherence to this policy, consider exceptions, if any, and assure that any apparent or actual conflict of interest is avoided. Employees are required to sign annual certifications of compliance with this policy. The Human Resources representative will review the certifications/ address any issues in accordance with this policy, and if requested, make an annual report to the Finance/Audit Committee of the Board of Managers.

**XI. Grace Period**

Newly hired employees, employees who are promoted or transferred into "positions of influence" or "pervasive influence" jobs will have 90 days from the date of that employment action to comply with the stock ownership requirements.

**XII. Reporting Violations**

Employees are encouraged to discuss any concerns about this policy or potential violations with their manager Human Resources representative.

**XIII. Violations**

Violations of this policy may be grounds for disciplinary actions up to and including termination by HR as well as appropriate legal action.