



Department: Compliance	Version #: 10
Title: Conflict of Interest Policy	
Process Owner: Chief Compliance Officer	Date Created: 7/21/2017 Last Reviewed Date: 10/14/2022
Document Type: Policy	Approver(s): Policy Review Committee
References: ATRIO Corporate Code of Conduct	Date Approved: 10/25/2022

**Printed copies are for reference only. Please refer to the S/Policies and Work Instructions for the most recent version.**

**Purpose:** To provide ATRIO's Inside Parties guidance to maintain integrity in the conduct between third parties with which ATRIO contracts, has a business relationship or considers a business relationship.

**Summary:** ATRIO prohibits its Inside Parties from engaging in undisclosed conduct which results in an actual or apparent Conflict of Interests with ATRIO. Business relationships between ATRIO and third parties must not be influenced or have the appearance of influence by relationships.

**Scope:** Applies to Inside Parties, as defined .

**Definitions:**

**Affiliate:** Any entity directly or indirectly controlling, controlled by, or under common control with ATRIO through membership or stock ownership.

**Conflict of Interest:** A Conflict of Interest exists when the personal interests of an Inside Party could affect the ability of the Inside Party to act in the best interest of, and with good faith and loyalty to, ATRIO. A Conflict of Interest can be considered to exist in any instance where the actions or activities of an individual on behalf of ATRIO also involve obtaining direct or indirect personal gain or advantage, or an adverse or potentially adverse effect on the interests of ATRIO.

A Conflict of Interest transaction is one in which ATRIO and/or any of its Affiliates is a party, and in which an Inside Party, has a direct or indirect financial interest, or a conflicting fiduciary duty to another party involved in the transaction that, in either case, could influence his or her action on the matter while acting on behalf of ATRIO.

**Corporate Opportunity:** A business opportunity that ATRIO has a reasonable interest in, or could be expected to take advantage of, and is financially able to undertake.

**Inside Party:** Includes ATRIO's members of the Board of Directors, Officers and Employees. Employees include any full-time employees, part-time employees, temporary employees and volunteers employed by ATRIO or Atrio Holding Company, and independent contractors, referred to as Inside Party(ies) throughout this policy.

**Relationship:** Any ownership interest in, familial or other relationship which could affect the objectivity and independence of judgment of the Inside Party in putting his or her private interests, or the interests of a related party, over the interests of ATRIO.

<b>Section A.</b>
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**1. Policy:**

It is the policy of ATRIO that:

- a. Each of ATRIO's Inside Parties will, act at all times, in an ethical manner that furthers ATRIO's interests.
- b. Inside Parties shall exercise care that they do not act in a manner that furthers his/her private interests in relation to ATRIO or is to the detriment of ATRIO's interests;
- c. Each of ATRIO's Inside Parties shall fully disclose to ATRIO any potential or actual conflicts of interest and avoid approving transactions and/or the consummation of Relationships in which a potential or actual Conflict of Interest is present;
- d. Any Inside Party that has a potential or actual conflict with ATRIO, and/or any of its Affiliates, is deemed to also have a potential or actual conflict with all of ATRIO's Affiliates; and
- e. Any decision, that involves an Inside Party Conflict of Interest, shall be made fairly and unbiased by the Chief Compliance Officer and/or the Chief Legal Officer.

**2. Conflicts:**

The personal interests of an Inside Party may conflict with the interests of ATRIO, if any member of his/her immediate family, by blood, adoption or marriage (each, an Immediate Family Member), is a person:

***Transactions***

- a. Who solicits bids, contracts, or supplies goods or services (including consulting or professional services) to ATRIO and/or to any of its Affiliates;
- b. From whom or to whom ATRIO and/or any of its Affiliates leases property or equipment; With whom ATRIO and/or any of its Affiliates is dealing or is planning to deal in connection with the purchase or sale of real property, investment securities, or other property;
- c. Who is an Inside Party at any level of employment or appointment or is otherwise employed or compensated by an entity that competes with ATRIO and/or any of its Affiliates;

***Outside Activities***

- d. Who is an Inside Party or is otherwise employed or compensated by a person or entity that is engaging in transactions with ATRIO and/or any of its Affiliates;
- e. Who has a Material Financial Interest through ownership of stock or other type of equity interest in an entity that is engaging in transactions or competes with ATRIO and/or any of its Affiliates of the type listed in Section A, 2, "Outside Activities", a through d, above;

***Financial Interests or Investments***

- f. For purposes of this Policy, "Material Financial Interest" shall mean a 10% or more equity interest in such an entity described above and shall be calculated by aggregating the equity interests of the Inside Party and their Immediate Family Members; or
- g. Who is a creditor of any entity that is engaging in transactions or competes with ATRIO and/or any of its Affiliates of the type listed in Section A, 2, "Outside Activities", a through f, above.

**3. Corporate Opportunity:**

It is a Conflict of Interest when an Inside Party fails to inform ATRIO of a Corporate Opportunity and instead diverts it to themselves, to an Immediate Family Member, or to any entity with respect to which they (or an Immediate Family Member) is an Inside Partyholder of an equity interest, or creditor.

**4. Non-public Inside Information:**

It is a Conflict of Interest to disclose non-public inside information relating to ATRIO and/or any of its Affiliates or to use such information for the personal profit or advantage of any Inside Party, any of their Immediate Family Members, or any entity with respect to which the Inside Party (or an Immediate Family Member) is an Inside Party holder of an equity interest, or creditor.

**5. Gifts, Gratuities, and Entertainment:**

It may be a Conflict of Interest for an Inside Party (or an Immediate Family Member) to accept gifts, excessive entertainment, unsecured loans, or other favors from any outside party that does, or is seeking to do, business with, or is a competitor of, ATRIO and/or any of its Affiliates under circumstances from which it might be inferred that such action was intended to influence or possibly would influence the Inside Party in the performance of his or her duties. Though there are exceptions to this general rule, it is ATRIO's policy that neither ATRIO, nor any of its Inside Parties shall accept gifts or discounted goods or services from ATRIO's vendors. Token gifts of limited value received on a limited basis are acceptable (specifically, gifts of a value no greater than \$100.00 per vendor received during any 12 month period).

**6. Other Areas of Conflicting Interest.**

Other circumstances may arise which could result in a conflict between an Inside Party personal interests and the interests of ATRIO. These descriptions above are not inclusive of all potential Conflict of Interest situations. In general, any circumstance that may give rise to reasonable questions of possible favoritism, self-dealing, or undue influence may be a Conflict of Interest. Individuals should also be sensitive to the appearance of a Conflict of Interest, even if no actual conflict exists. It should be noted that a personal bias against a

third party can result in a Conflict of Interest even if the Inside Party is of the belief that he/she is not acting contrary to the fiduciary duties owed to ATRIO.

## **Section B.**

### **1. Conflict Disclosure:**

If an actual or possible conflict exists, it must be disclosed as follows:

#### **a. General Obligation:**

Each Inside Party must promptly and fully disclose situations that may create a Conflict of Interest when they become aware of such situations. Each Inside Party must notify ATRIO at any time that a previously approved conflicted transaction or relationship changes in a way that it becomes potentially harmful to the interests of ATRIO.

Inside Parties will report these to their supervisor or directly to the Chief Compliance Officer. If necessary, the Chief Compliance Officer will report these to the Chief Legal Officer. In any situation where an Inside Party is in doubt, full disclosure shall be made so as to permit an impartial and objective determination. A written record of the disclosure will be made.

#### **b. Recusal:**

The Chief Compliance Officer and/or Chief Legal Officer with a potential or actual Conflict of Interest shall immediately recuse himself/herself from making a decision about their own potential or actual Conflict. The individual shall remain recused unless: (1) it is determined by the party/parties designated to review such potential Conflict of Interest that no actual conflict exists, or (2) that such conflict has been reviewed and evaluated by the other.

#### **c. Disclosure Statement:**

In addition to the ongoing obligation above, the COI Disclosure Statement is completed by all Inside Parties upon hire or appointment. At any time, during the tenure of an individual, if a potential or actual conflict develops, it must immediately be reported to Chief Compliance Officer, who may consult with the Chief Legal Officer to determine if a true conflict exists.

### **2. Review, Evaluation, and Initial Determination:**

ATRIO's Chief Compliance Officer and the Chief Legal Officer shall review and investigate Conflict of Interest disclosures. All relevant facts and circumstances will be taken into consideration when evaluating a reported potential Conflict of Interest exists, pursuant to this Policy.

A written record of the initial determination, including all relevant facts and circumstances, will be made by the Chief Compliance Officer and the Chief Legal Officer.

If any Conflict of Interest disclosure requires review and investigation involving the Chief Compliance Officer or the Chief Legal Officer, then that individual shall be excluded from participating in the process of reviewing, investigating and making a determination with respect to such matter.

A summary of the number of conflicts disclosed and reviewed will be reported to the Internal Compliance Committee and the Audit and Compliance Committee a least twice a year.

## Section C.

### 1. Review of a potential or actual Conflict of Interest:

**Transactional Conflicts of Interest.** The Chief Compliance Officer shall carefully scrutinize, and must in good faith approve or disapprove, any transaction in which ATRIO and/or any of its Affiliates is a party, and in which one or more of ATRIO's Inside Parties and any of their Immediate Family Members, either:

- a. Have a Material Financial Interest in the other party; or
- b. Is a director, officer, executive, employee, or creditor of the other party.

The Chief Compliance Officer must approve the transaction and may escalate issues to the Chief Legal Officer to assist in the approval. All transactions will be reviewed in a fair and equitable manner without favoritism or biases. The transaction will not be approved if it is determined not to be fair to ATRIO.

#### **Other Conflicts of Interest:**

All transactions will be shall carefully reviewed and scrutinized (e.g., disclosure of non-public information, competition with ATRIO, failure to disclose a Corporate Opportunity, excessive gifts or entertainment, etc.). The Chief Compliance Officer and, when necessary, the Chief Legal Officer shall take whatever action is deemed appropriate under the circumstances with respect to the Inside Party in order to best protect the interests of ATRIO, including possible disciplinary or corrective action. When considering disciplinary or corrective action Chief Compliance Officer, Chief Legal Officer and, if necessary, Human Resources shall agree to the action.

### 2. Disclosures:

When Conflicts of Interest are considered by the Chief Compliance Officer and Chief Legal Officer, the Inside Party must disclose all of the material facts. The individual shall not use their personal influence on the matter. The individual will not be prevented from stating their position in the matter or from answering pertinent questions, as their knowledge may be of significant importance.

### 3. Record of Proceedings:

Documentation will be maintained by the Compliance Department, including:

- a. The individual making the disclosure;
- b. The nature of the disclosure;
- c. The decision made; and
- d. The individual(s) who reviewed the conflict and made a decision of whether a true conflict exists.

### 4. Implementation and Interpretation:

Questions regarding the implementation and interpretation of this Policy shall be referred to the Chief Compliance Officer and/or Chief Legal Officer of ATRIO.

**5. Loans and guarantees:**

ATRIO is prohibited from lending money to or guaranteeing the obligation of any Director, Officer or Employee.

**Section D.**

**1. Compensation:**

Practicing physicians or an Inside Party who receives direct or indirect compensation from ATRIO for healthcare services, may not make decisions involving their own compensation, except in relation to compensation for Board of Directors duties. However, the foregoing requirement should not be construed as preventing physicians from providing information to the Chief Compliance Officer regarding physician compensation.

**Section E.**

**1. Policy Violations:**

If it is brought to the attention of the Chief Compliance Officer and/or Chief Legal Officer that an Inside Party or Employee has failed to disclose either an actual or potential conflict of interest, or all material facts surrounding an actual or possible conflict, as required by this Policy, the individual will be given an opportunity to explain such alleged failure to disclose. After hearing the response of the individual, an investigation may be appropriate. If it is confirmed that the individual has failed to disclose a conflict of interest as required by this Policy, appropriate disciplinary or corrective action will be taken.

**Resources:**

ATRIO's Code of Conduct policy  
ATRIO Employee Handbook

**EXHIBIT A**

ATRIO HEALTH PLANS, INC.  
ANNUAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Name:** \_\_\_\_\_

Pursuant to the Conflict of Interest Policy (the Policy) for Inside Parties at any level (Directors, Officer, and Employees) of ATRIO Health Plans, Inc. (the Corporation), a copy of which has been furnished to me, I hereby disclose the following affiliations, interests, and transactions that, when considered in conjunction with my duties to the Corporation and its Affiliates, might possibly constitute a conflict of interest. Capitalized terms used in this Disclosure Statement without definition have the meanings given to such terms in the Policy.

**Transactions.** Identify any transactions as defined in the Definitions Section, "Conflict of Interest" Section A, "Conflicts" (2) "Transactions" a, b and/or c.

None

**Outside Activities.** Identify any outside activities as defined in the Definitions Section, "Conflict of Interest" Section A, "Conflicts" (2) "Outside Activities", d and/or e.

None

**Financial Interests or Investments.** List and describe all investments or other Material Financial Interests as defined in the Definition Section, "Conflict of Interest" and Section A, "Conflicts" (2) "Financial Interests or Investments: Outside Activities", f and/or g.

None

**Corporate Opportunities.** Identify any business opportunities involving yourself and your Immediate Family Member(s) that might be considered a Corporate Opportunity as defined in the Definition Section, "Conflict of Interest" and Section A "Conflicts" (3) "Corporate Opportunity".

None

**Gifts, Gratuities and Entertainment.** List and describe, with respect to yourself and your Immediate Family Member(s), all gifts, gratuities, loans, etc., as defined in the Definition Section, "Conflict of Interest" and Section A "Conflicts" (5) "Gifts, Gratuities, Entertainment".

None

**Other Possible Conflicts.** List and describe, with respect to yourself or your Immediate Family Member(s), any other circumstances that you believe could be considered a possible conflict of interest, as described in Section A "Conflicts"

None

I hereby certify that my responses to the foregoing questions are true and complete to the best of my knowledge and that I have not omitted any information or material fact necessary to make the information disclosed above not misleading. I hereby agree to report promptly (as set forth in the "General Obligation" section of the Policy) any events or circumstances that would have the effect of changing any of my responses to the foregoing questions upon being asked to respond to them again. Employees will report to their supervisor; Officers will report to the President; and the President and Board of Directors will report to the Vice President of Compliance. I further certify that neither I nor any of my Immediate Family Members have disclosed non-public inside information relating to the Corporation and/or any of its Affiliates or used such information for personal profit or advantage as described in Section 3 of the Policy. I also hereby affirm that: (1) I have received a copy of the Policy; (2) I have read and understand the Policy; and (3) I agree to comply with the Policy.

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Signature

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Date