



# The Contractor Code of Ethical Business Conduct and Compliance



It's Important. It Makes a Difference. YOU Make a Difference

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Dear Contractor:

CareFirst is dedicated to its mission of maximizing our community's access to high quality, cost effective health care services. Achieving our mission in an environment that is continuously changing and demanding more from us as a company is a challenge. Our mission is not just about delivering the best products and services, it's also about who we are as a company, how we manage our business internally, and how we think about and work with our customers, partners, governments, vendors and communities.

CareFirst is committed to conducting its business operations in compliance with all applicable federal, state, and local laws, the Blue Cross Blue Shield Association licensure standards, and applicable government health care program requirements. But even more importantly we are committed to conducting ourselves at all times with integrity. How we comply with laws, regulations, standard, and requirements must be a genuine reflection of core values.

Our success is built on our commitment to our core values.

- Customer First
- Integrity
- Personal Accountability
- One Company, One Team
- Leadership

CareFirst's reputation and success depends not only on our conduct, but also on the conduct and good judgment of the individuals and organizations on whom we rely for products and services that support our mission driven purposes. CareFirst has chosen to do business with you because we believe there is a shared commitment to professional and ethical business conduct and practices.

CareFirst has prepared this Contractor Code of Ethical Business Conduct to highlight areas and standards of particular importance in your relationship with CareFirst.

We regard our Contractors as a critical and necessary extension of our mission, operations, and future success. We appreciate your commitment to making compliance and ethics a top priority as you work with CareFirst.

Sincerely,

A handwritten signature in blue ink that reads "Chet E. Burrell". The signature is written in a cursive style.

Chet Burrell  
President and Chief Executive Officer

# About The Contractor Code of Ethical Business Conduct and Compliance

## How The Code of Ethical Business Conduct Applies

CareFirst has prepared this Contractor Code of Ethical Business Conduct and Compliance for our contractors, consultants, vendors, and temporary employees (hereafter, “Contractors,” “you” or “your”) to highlight areas and standards of particular importance while you, as well as your employees and subcontractors, are conducting business with and/or on behalf of CareFirst.

The CareFirst Contractor Code of Ethical Business Conduct and Compliance establishes minimum standards for conducting business with CareFirst and to the extent of any conflict between this Contractor Code of Ethical Business Conduct and Compliance and any other transactional document entered into by CareFirst and the Contractor, the latter will control.

## Acknowledging and Complying with CareFirst Policies

You are required to acknowledge that you have received a copy of this Code, have read and understand its purpose, and agree to comply with its standards of conduct that are applicable to your conduct whenever you are providing service to or acting on behalf of CareFirst.

Violations of this Code can put you and CareFirst at risk for fines and civil and/or criminal liabilities or penalties and will result in a review of your business relationship or engagement with CareFirst, up to and including termination of that relationship or engagement.

***The terms “Company” and “CareFirst,” as used throughout the Code, include CareFirst, Inc., its affiliated, subsidiary and related companies.***

## Reporting Violations

You have an obligation to report all suspected violations of this Code or any law or regulation, whether such violations involve your employees or subcontractors or CareFirst employees or contractors. You can make a report by taking any of the following actions:

- Talk to your CareFirst business contact;
- Call the CareFirst Compliance and Ethics Office at 410-528-7193; or
- Send an internal email to [complianceandethics@carefirst.com](mailto:complianceandethics@carefirst.com).

You should ask questions if you have doubts about whether an action or situation may be improper or inappropriate or if you believe there may be other requirements applicable to your situation. Questions or concerns can be directed to the CareFirst Compliance and Ethics Office.

## How to Make Anonymous Reports – Compliance and Ethics Hotline

You always have the option to make an anonymous report by phone or by filing a confidential report online by going to the Compliance web page on the CareFirst intranet.

- Compliance & Ethics Hotline 410-528-7800

The Compliance & Ethics Hotline is available 24 hours a day, seven days a week. Hotline calls are truly anonymous. Calls are not traced. There is no caller ID. The Hotline number is a voicemail number only. You will not speak to a person.

If you do chose to make an anonymous report, be prepared to provide enough information about the situation to allow us to properly investigate it.

## Non-Retaliation Policy

CareFirst prohibits any form of retaliation or attempted retaliation against an individual who reports in good faith a known or suspected ethics or compliance concern, or participates in an investigation. Retaliation is any action that might discourage a reasonable employee from making or supporting a charge of wrongdoing or misconduct in the workplace. Examples of retaliation include a change in responsibilities, a job transfer, or exclusion from activities or decisions. Retaliation is a separate violation of the Code and should be reported immediately.

## Disclosure

CareFirst is committed to appropriately disclosing violations of laws, regulations, and requirements under government and other business contracts to the applicable governing entities.

## Compliance Officer

The Vice-President of Corporate Compliance acts as the Company's Chief Compliance and Ethics Officer.

# CareFirst's Workplace Standards and Practices

CareFirst is committed to providing a safe, healthful, and secure work environment.

## Drug-Free Workplace

CareFirst complies with the Drug-free Workplace Act of 1988.

CareFirst expects its workforce to report to work free from the influence of illegal drugs and alcohol. CareFirst strictly prohibits the use, abuse, sale, purchase, possession, manufacture, or distribution of any intoxicating or illicit substances in the CareFirst workplace, on Company owned or leased premises, or while representing the Company at any time.

## Smoke-Free Workplace

Smoking is prohibited throughout all CareFirst locations.

This includes all buildings, entrances, walkways, and sidewalks as well as parking lots, parking structures, and Company-owned vehicles.

## Workplace Violence

CareFirst does not tolerate any form of violence, threats, harassment, intimidation or other disruptive behavior in the workplace. This includes verbal or written threats of violence.

This policy applies while you are at a Company location or while conducting Company business.

## Weapons

Weapons of any sort are prohibited on Company-owned or leased premises and while conducting Company business. This applies even if you have a permit or license to carry a weapon.

## Health, Safety and Environment

You are required to obey safety rules and regulations when on-site and to notify your CareFirst business contact of any circumstances that may be potentially harmful to the health and safety of associates or to the environment.

When on-site, you and your employees and contractors must work in conformance with all applicable safety rules, law, standards and procedures, including Occupational Safety and Health Administration (OSHA) rules and regulations and any additional requirements of CareFirst.

## Solicitation, Distribution of Materials and Bulletin Boards

CareFirst bulletin boards are limited to Company sponsored or generated material and Company business-related material. Postings of any communications in common areas, such as near elevators or in hallways, are prohibited.

Solicitation or distribution of non-job related material must be approved by CareFirst management and is restricted to break times.

**Harassment/Drug-Free Workplace/Violence in the Workplace Training:** Contractors, and your employees and subcontractors, who are providing a service to or acting on behalf of CareFirst and who work either on-site or off-site, must complete this training at the start of any engagement and as required thereafter.



# CareFirst's Employment Practices

## Qualification of Individuals Engaging in the Business of Insurance

It is CareFirst's policy to ensure that all CareFirst claims and appeals received from our members and providers are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in the making the decision. Accordingly, decisions, regarding contracting, hiring, retaining, compensating, terminating, promoting, or other similar matters with respect to any Contractor, are not made on the likelihood or perceived likelihood that such Contractor will support or tend to support the denial of benefits.

Federal law prohibits individuals and entities with certain criminal convictions, government debarments or professional disqualifications from engaging in the business of insurance. CareFirst does not contract with, employ, or bill for services rendered by an individual or entity that is excluded or ineligible to participate in federal healthcare programs; suspended or debarred from federal government contracts; or convicted of a felony involving fraud, embezzlement, forgery, bribery, theft, dishonesty or breach of trust.

## Compliance Certification

You, and any of your employees and subcontractors who have access to CareFirst systems, are required to complete a Compliance Certification. The Compliance and Ethics Office must be contacted if changes occur during the year that would require a Certification to be updated.

## Equal Employment Opportunity and Affirmative Action

CareFirst fosters a positive work environment that promotes equal employment opportunity in accordance with all applicable Equal Employment/Anti-Harassment laws, directives and regulations of federal, State, and local governing bodies.

Contractors will cooperate with CareFirst's commitment to a workforce free of unlawful discrimination by providing equal opportunity to individuals who are qualified to perform CareFirst job requirements regardless of race, color, religion, disability or history of disability, national origin, gender, (including gender identity, pregnancy, childbirth or related medical conditions), age, sexual orientation, marital status, veteran status, or any other legally protected classification, except where a bona fide occupational qualification applies.

## Sexual and Other Forms of Illegal Harassment

CareFirst does not tolerate illegal harassment on the basis of race, color, religion, disability, national origin, gender (including gender identity, pregnancy, childbirth or related medical conditions), age, sexual orientation, marital status, veteran status, or for any other reason protected by law or ordinance of our associates, applicants, clients, customers, or any other individual in the workplace, or at any work-related function. You should understand that you may be held personally liable for illegal harassment.

Retaliation against anyone who has reported illegal harassment of any kind, or who has participated in the investigation of an allegation of illegal harassment, is forbidden.

**Harassment/Drug-Free Workplace/Violence in the Workplace Training:** Contractors, and your employees and subcontractors, who are providing a service to or acting on behalf of CareFirst and who work either on-site or off-site, must complete this training at the start of any engagement and as required thereafter.

## Use of CareFirst's Assets

CareFirst has a variety of tangible and intangible assets that are of great value to our success. They include not only valuable confidential and proprietary information but also physical assets.

### Confidential and Proprietary Information

You are responsible for safeguarding CareFirst confidential and proprietary information both during and after the term of a contract or engagement. You are responsible for ensuring that such information is used only for valid business purposes and not to provide personal gain for yourself or others.

### Physical Assets

You may only use CareFirst's property and other physical assets to provide services or fulfill your contractual obligations to CareFirst.

Company assets may not be used for:

- any illegal activity
- personal gain
- solicitation of personal business
- the sale of any services or products other than CareFirst's
- the public advancement of individual views
- harassment of any type
- creating, viewing, receiving, sending, or downloading chain e-mails, including jokes
- sexually explicit materials
- communications that are inappropriate, inflammatory, or derogatory

### Electronic Assets

Email, Internet, Intranet, telephone, voice mail system, instant messaging, fax equipment, and other electronic means supplied by CareFirst are Company assets to be used for legitimate business purposes or for purposes authorized by management. You must follow the policies, procedures, standards, and

guidelines that relate to our Company's electronic assets at all times and at all work sites. This includes while tele-working from non-CareFirst sites.

You do not have an expectation of privacy when using CareFirst electronic communication systems. CareFirst has the right to review, copy, audit, investigate, intercept, access, and disclose any use of the computer, e-mail, instant messaging, telephone, and Internet systems, including all messages created, received, or sent for any purpose.

The contents of electronic storage (e.g. e-mail, instant messaging) may be disclosed within the Company, for legal matters, and to government agencies without your knowledge or permission. Access by management is permitted without your consent and without giving prior notice.

**Returning Assets:** When your engagement or relationship with CareFirst ends, or upon CareFirst's request, you must return any and all CareFirst assets in your possession.

# CareFirst Privacy Requirements

## Privacy

CareFirst has a responsibility to protect the confidentiality of the Protected Health Information (PHI) it collects, uses, and discloses about its members, applicants, or others as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This law requires any PHI to be collected and used only as permitted under HIPAA, and maintained, stored, and processed in a secure and appropriate manner.

You are similarly required to maintain the confidentiality, integrity, and security of the PHI you access, use, maintain, store, process, or disclose when providing services to or on behalf of CareFirst.

The Health Information Technology Economic and Clinical Act (HITECH Act) requires notification to an individual whose PHI was compromised through an unpermitted acquisition, access, use, or disclosure. If you become aware of any unauthorized acquisition, access, use or disclosure of PHI that CareFirst collects, uses, discloses or otherwise provides, you must notify the CareFirst Privacy Office without delay, but in no event any later than ten (10) days following discovery. Notify the Privacy Office in writing at [privacy.office@carefirst.com](mailto:privacy.office@carefirst.com) or by phone at 800-853-9236.

Contractors that provide a service to or on behalf of CareFirst which requires the use or disclosure of PHI are considered Business Associates and must enter into a Business Associate Agreement with CareFirst in accordance with HIPAA.

## Confidential and Proprietary Information; Personally Identifiable Information (PII)

Confidential and proprietary information includes any information that is generally not disclosed to individuals outside CareFirst or any information that could be useful to our competitors.

Personally Identifiable Information (PII) is information that can be used to distinguish or trace an individual's identity. Contractors may have access to PII and other sensitive data concerning our members, associates, providers, brokers, agents and other individuals with whom CareFirst does business. Examples include name, social security number, credit card number, bank account number or, when used in combination with other personally identifiable information, date and place of birth, mother's maiden name, etc.

You must ensure that CareFirst confidential and proprietary information, and any PII gained from CareFirst, is used only in connection with legitimate business purposes and protected against inappropriate access, use, or disclosure. In addition, during and after the term of a contract or engagement, you must not disclose any confidential or proprietary information to any entity, individual, or person, except as expressly required to provide services to or on behalf of CareFirst.

Misappropriation of CareFirst confidential and proprietary information may constitute theft of CareFirst trade secrets and/or violation of unfair competition laws.

**Privacy Awareness Training:** Contractors, and your employees and subcontractors, who have access to CareFirst systems must complete the Company provided Privacy Awareness Training at the start of any engagement and as required thereafter.

# CareFirst Security Requirements

While you and your employees and/or subcontractors, are at CareFirst sites, you must adhere to CareFirst security requirements, practices, and procedures. Standard facility access policies and procedures have been established to provide specific guidelines for Contractor access to CareFirst facilities. Contractors must promptly report any activities that may compromise the security and the confidentiality of CareFirst's data to their CareFirst business contact or the Chief Compliance and Ethics Officer.

With respect to information and physical security, CareFirst requires that you comply with the policies contained in CareFirst's IT Policy Manual located on its intranet and all applicable procedures.

Compliance with CareFirst security requirements includes, but is not limited to the following:

**Connectivity:** Non-CareFirst equipment may not be directly connected to the CareFirst infrastructure without prior approval. Access for computers supplied by Contractors is provided via segregated wireless connectivity.

**User ID and Accounts:** On an as-needed basis, CareFirst provides a login ID and password for Contractor personnel, subject to all applicable CareFirst policies and procedures regarding usage and password strength. ID and passwords are unique to each individual and must not be shared with others. All accounts will be disabled promptly upon the completion of the contract or engagement.

**Company Confidential Information (Including Protected Health Information (PHI) and Personally Identifiable Information (PII):** Any Company Confidential Information acquired or accessed during the course of a contract or engagement must be used and safeguarded in accordance with the strictest minimum necessary standards as required by regulation and Company policy.

**Company Assets:** The use of Company assets, including desktop, laptop, e-mail, etc. are for business use only.

**E-Mail:** Appropriate Company processes must be used to protect any e-mail containing Company Confidential Information, including e-mail encryption.

**Laptops:** CareFirst requires encryption of all laptops in order to render the information unusable and unreadable in the event of an inadvertent loss or disclosure. CareFirst issued laptops, when unattended, must be secured with the provided cable locking device. Unsecured, unattended laptops are subject to confiscation and removal by Security. Laptops will only be returned after the completion and approval of a Tenant Service Request (TSR).

**Removable Media:** The use of removable media is discouraged. In the event the use of removable media is necessary, CareFirst requires encryption of all removable media in order to render the information unusable and unreadable in the event of inadvertent loss or disclosure.

**Risk Assessment:** CareFirst may ask for verification or qualification of the security process of any Contractor in order to safeguard both CareFirst confidential information and assets and any third party software and to better understand the potential risks associated with the contracted services.

**CareFirst ID Badges:** CareFirst ID Badges must be worn at all times within a CareFirst facility.

A valid, government issued photo ID is required before an ID badge will be issued.

ID Badges issued to Contractors are configured to expire on a particular date depending on the business contract or assignment. Any extension request must be submitted in writing and approved by the CareFirst Business Owner.

Additionally, all of the following requirements must be adhered to:

- The ID badge must be protected from theft, loss, or damage. The loss of any ID badge must be immediately reported so that it can be deactivated and a new ID badge issued.
- The ID badge must not be loaned to anyone, including another Contractor or that Contractor's employees or subcontractors.
- The ID badge must be presented upon request of a uniformed member of CareFirst Security.
- The ID badge must be surrendered upon termination of the contractual obligation or upon the termination of employment of a particular individual.

**Security Awareness Training:** Contractors, and your employees and subcontractors, who have access to CareFirst systems must complete the Company provided Security Awareness Training at the start of any engagement and on an annual basis thereafter.

**Emergency Preparedness Training:** Contractors, and your employees and subcontractors, who have access to CareFirst systems, must complete the Company provided Emergency Preparedness Training at the start of any engagement and on an annual basis thereafter.



# Intellectual Property

## CareFirst's Rights

CareFirst acts to ensure that the intellectual property produced by CareFirst will be adequately protected for the benefit of CareFirst. This includes, but is not limited to, all written material, inventions, discoveries, ideas, improvements, software programs, computer code, artwork, and works of authorship.

CareFirst owns all intellectual property that you and your employees and subcontractors make, create, develop, write, or conceive either on your own or with another person, while contracted with us whether developed during working hours or not, and that

- is related in any way to actual or anticipated business, research, or development of CareFirst;
- results from new work product or revisions or enhancements to existing work product assigned to or performed by you for us; and/or
- is conceived or made with the use of Company systems, equipment, materials, facilities, computer programs, or confidential or proprietary business information.

You, and your employees and contractors who have access to CareFirst systems, are required to sign a Confidentiality and Intellectual Property Statement, which is incorporated as part of the Compliance Certification, upon engagement and annually thereafter. When you leave CareFirst, for whatever reason, you must return any and all of CareFirst's intellectual property and other work products that are in your possession, including any copies.

The Company may modify the terms of this Intellectual Property section by contract but, any such modification shall only be effective if set out in written contract provisions that specifically reference intellectual property rights.

## Third Party Intellectual Property

You may not take any actions that may impair the intellectual property rights of third parties with whom or which CareFirst has contracted to use their software and/or intellectual property. All copies of software products are licensed for the equipment on which the products are installed.

The CareFirst Information Technology Division (IT) is responsible for the installation and configuration of all Company desktop software.

## Public Affairs and Communications

### Communications with the Media

While we respect our Contractors right to discuss their products or services with the media, Contractors are not authorized to speak about or on behalf of CareFirst without our prior approval. In the event that you receive an inquiry regarding any facet of CareFirst's business, please refer the inquiring individual to our Public Policy and Community Affairs department. Whenever possible, please contact our Public Policy and Community Affairs department to let us know of the inquiry.

## Conflict of Interests

CareFirst associates must act in the best interests of CareFirst. The Company has adopted a formal conflict of interest disclosure and review process for our Board Members, officers, management, and associates that requires the completion of a conflict of interest disclosure statement annually and as necessary throughout the year if a situation changes. Any relationship with a contractor, financial or otherwise, must be disclosed.

Contractors, and your employees and subcontractors, who have access to CareFirst systems, are also required to participate in CareFirst's conflict of interest disclosure and review process with the same ongoing obligation to disclose conflicts that may arise during the year.

Contractors have an obligation to avoid any conflicts of interest or the appearance of a conflict of interest as such relate to CareFirst. Some examples of potential, actual, or perceived conflicts include:

- a financial relationship (income, stocks, ownership, investments, loans, gifts, etc.) or a close personal relationship exists or has existed within the past year between a Contractor (including your officers, directors and key employees) and a CareFirst associate or Board member;
- an opportunity arises in which a Contractor can make a decision within the scope of CareFirst contractual duties that impacts the Contractor's personal financial interests or relationships;
- an overlap exists between work that a Contractor performs or has performed for CareFirst and work that the Contractor will perform on behalf of another client.

During the course of your contract or engagement with CareFirst, you must not deal directly with any CareFirst associate who holds, or whose spouse, family member, or anyone living in the associate's household holds, a significant financial interest in your business.

In general, it is not possible to list every type of conflict of interest that may occur; however, when in doubt a Contractor should timely notify your CareFirst business contact or the CareFirst Compliance and Ethics Office with the facts of the situation so that CareFirst can manage the conflict. Conflicts of interest cannot always be avoided or prohibited but they need to be identified, disclosed, and effectively managed.

## Conducting CareFirst's Business

The manner in which we deal with customers and other business partners affects our Company's reputation, builds long-term trust, and contributes to our Company's success. When conducting CareFirst's business, you must always conform to the highest standards of ethical conduct.

### Gifts, Special Courtesies, and Entertainment

When doing business with or seeking to do business with CareFirst, you may not exchange gifts of cash or cash equivalents under any circumstance. Cash equivalents include gift certificates and gift cards. Exchanges of non-monetary gifts, gratuities, discounts, or any other personal benefits or favors with CareFirst associates are also prohibited.

Gifts provided as an expression of normal business courtesies or occasional holiday gifts are acceptable (excluding gifts of cash or cash equivalents) as long as such gifts are:

- Infrequent,
- Unsolicited,
- Of nominal value and of an advertising or promotional nature (mugs, hats, or similar inexpensive items), and
- Offered or received with no intent or prospect of influencing business decision making.

CareFirst associates may not accept any gift that is more than nominal in value, including tickets to an event that the existing or prospective Contractor does not intend to attend. Gifts that exceed this nominal threshold must be returned to the giver.

Business entertainment must be conducted without any appearance of a conflict of interest. Any entertainment that is offered or accepted should be:

- Reasonable,
- Consistent with local business practices,
- A legitimate extension of business, and
- Infrequent (that is, it should not occur on a regular basis regardless of the amount).

Both the Contractor or external business representative and the CareFirst associate must be present at the event or activity. If that is not the case, the entertainment will be considered a gift, subject to the above prohibitions and restrictions.

## Conference, Seminar, Travel, Meals, Lodging and Other Expenses

Contractors, prospective Contractors, or any outside entity or individual must not pay a CareFirst associate's expenses to attend a conference or seminar. This includes any offers of discounted conference fees, gifts or prizes, reimbursement for travel, meals, or lodging expenses in connection with a conference, seminar, or any other event sponsored by an existing or prospective Contractor.

## Kickbacks and Rebates

Under no circumstances is a Contractor allowed to offer or accept kickbacks or rebates for the purpose of wrongfully obtaining, retaining, or directing CareFirst business.

Kickbacks or rebates are not limited to cash or credit but can take many forms such as gifts, entertainment, services, special favors or benefits under a contract, or anything else that would be attractive to the recipient. In general, if you stand to gain personally from the transaction, it is prohibited. Such practices are not only unethical but are in many cases illegal.

## Reciprocity

Contractors must not agree to buy CareFirst products or services in order to initiate or continue a contractual relationship or engagement with CareFirst.

## Procurement and Purchasing

CareFirst purchasing decisions must be based solely on quality, performance, price, and the Contractor's ability to meet our Company's needs. CareFirst purchasing decisions must not be made on the basis of personal relationships and friendships, gifts, or favors.

## Vendor/Supplier Relationships with CareFirst Associates

Offers to associates from vendors or suppliers have the potential to be perceived as bribes, kickbacks, or unfair sales practices and could violate Company policies and laws.

Accordingly, you should be aware that CareFirst associates are not allowed to participate in the following activities:

- Receiving cash directly or indirectly from an external source without any services of comparable value

- Receiving products or services for free or at less than fair market value from any outside source, including but not limited to:
  - Materials and/or products to be distributed internally or externally
  - Offers to provide research and data results at no cost to CareFirst
  - Offers to conduct mailings on CareFirst's behalf at no cost to CareFirst
  - Offers to perform free seminars for associates or customers
  - Participation in joint activities, such as health fairs or other marketing activities
  - Waiver of seminar fees with the exception noted below\*
  - Offers to participate, without cost to CareFirst, in industry-related meetings which involve travel, meals, or entertainment.
- Receiving anything with more than a nominal value from an external source, for which no payment or payment of less than fair market value by CareFirst is involved.

CareFirst associates may not accept offers from a vendor or supplier to pay the associate's travel and lodging expenses to attend a conference sponsored by the vendor or supplier.

\* If the associate is speaking at the conference, meeting, or seminar, the registration fee typically can be waived.

## Government Contracts

There are additional and stricter requirements when CareFirst does business with federal, state, and local government entities. Contractors working directly or indirectly on government contracts (e.g. Medicare, Federal Employees Program) have a special obligation to know and comply with the terms of the government contract as well as the laws, regulations, and Company policies that apply to the activities involved.

### Gifts, Gratuities, and Payments

No payments of money, gifts, services, entertainment, or anything of value may be offered or made available to any federal, state, or local government official or employee. This includes payments to federal or state regulators, legislators, and lobbyists.

### Federal and State Anti-kickback Statutes

Federal and state anti-kickback statutes impose severe criminal, civil, and monetary penalties on individuals who offer or accept a kickback and on any company that solicits or accepts a kickback.

A “kickback” is any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided to any government contractor or subcontractor or their employees, to improperly obtain or reward favorable treatment in connection with a government contract or subcontract or relating to any circumstance where federal or state health care dollars are involved.

To avoid potential violations of federal or state anti-kickback statutes, you must never request or receive anything of value from a supplier, provider, member, or beneficiary in return for payment under a government program, or preferred treatment by the government. Consult with the Chief Compliance and Ethics Officer if you have a question about these standards.

### False Claims and Statements Act

The Federal False Claims Act (FCA) allows the federal government to recover money stolen through fraud by government contractors. CareFirst is a government contractor via our Medicare Part D contract and Federal Employee Program (FEP) contract.

The FCA prohibits employers from retaliating against their employees who report fraud, waste and abuse to the government, or who file a lawsuit on behalf of the government.

CareFirst’s non-retaliation policy protects CareFirst associates and Contractors from retaliation for making or supporting a charge of wrongdoing or misconduct in the workplace. Contractors must also protect their employees and subcontractors from any retaliation.

The False Statements Act prohibits anyone from making a false statement or withholding material information relating to a government contract.

## Other Key Laws That Impact CareFirst Business

Although not every law is specified in this Code, you should be aware of several laws that are critical to our business. Some of these include:

### Procurement Integrity Act and Federal Acquisition Regulations

CareFirst is subject to the Act and its regulations when bidding on federal contracts

### Foreign Corrupt Practices Act

You must not, directly or indirectly, offer, pay, promise or authorize bribes, kickbacks, or other payments of money or anything of value to any government official, including any employee or agent of a government-owned or government-controlled business, or any third party, for the purpose of: (i) influencing any act or decision of such government official, in his official capacity; (ii) inducing such government official to do or omit any act in violation of the lawful duty of such official; (iii) securing improper advantage; or (iv) inducing such government official to use his influence in order to assist in obtaining, retaining or directing CareFirst business. This includes giving money or anything of value to any third party; where there is reason to believe it will be passed on to anyone involved in the business decision process for the purpose of influencing the decision.

All expenses Contractors incur in connection with business with CareFirst must be recorded fully and accurately in the Contractor's books and records, and shall be made available, upon request, to CareFirst, or any accounting firm we may designate, in order that CareFirst may verify compliance with this policy.



## Mandatory Training and Certification

The following training requirements apply to all CareFirst associates and Contractors, including the Contractor's employees and subcontractors, who have access to CareFirst systems:

- Code of Ethical Business Conduct and Compliance Training
- Anti-Fraud and Abuse Training
- Privacy Awareness Training
- Security Awareness Training
- Internal Controls Compliance Training
- Emergency Preparedness Training
- Sexual Harassment and Drug-Free Workplace

In addition to these trainings, Contractor's employees and subcontractors, with access to CareFirst systems are required to complete and sign:

- Conflict of Interest Disclosure Statement
- Compliance Certification/Intellectual Property Statement

Failure to complete these trainings puts CareFirst at risk for fines or other penalties and will result in a review of your business relationship or engagement with CareFirst, up to and including termination of that relationship or engagement.



10455 Mill Run Circle  
Owings Mills, MD 21117

[www.carefirst.com](http://www.carefirst.com)

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## **Notice of Nondiscrimination and Availability of Language Assistance Services**

CareFirst BlueCross BlueShield, CareFirst BlueChoice, Inc. and all of their corporate affiliates (CareFirst) comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability or sex. CareFirst does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

CareFirst:

- Provides free aid and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, please call 855-258-6518.

If you believe CareFirst has failed to provide these services, or discriminated in another way, on the basis of race, color, national origin, age, disability or sex, you can file a grievance with our CareFirst Civil Rights Coordinator.

### **Civil Rights Coordinator, Corporate Office of Civil Rights**

Telephone Number 410-528-7820  
Mailing Address P.O. Box 8894  
Baltimore, Maryland 21224  
Fax Number 410-505-2011  
Email Address [civilrightscoordinator@carefirst.com](mailto:civilrightscoordinator@carefirst.com)

You can file a grievance by mail, fax or email. If you need help filing a grievance, our CareFirst Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Foreign Language Assistance

*Attention (English): This notice contains information about your insurance coverage. It may contain key dates and you may need to take action by certain deadlines. You have the right to get this information and assistance in your language at no cost. Members should call the phone number on the back of their member identification card. All others may call 855-258-6518 and wait through the dialogue until prompted to push 0. When an agent answers, state the language you need and you will be connected to an interpreter.*

*አማርኛ (Amharic) ማሳሰቢያ፡- ይህ ማስታወቂያ ስለ መድን ሽፋንዎ መረጃ ይዟል። ከተወሰኑ ቀን-ገደቦች በፊት ሊፈጽሟቸው የሚገቡ ነገሮች ሊኖሩ ስለሚችሉ እነዚህን ወሳኝ ቀናት ሊይዝ ይችላሉ። ይኸን መረጃ የማግኘት እና ያለምንም ክፍያ በቋንቋዎ አገዛ የማግኘት መብት አለዎት። አባል ከሆኑ ከመታወቂያ ካርድዎ በስተጀርባ ላይ ወደተጠቀሰው የስልክ ቁጥር መደወል ይችላሉ። አባል ካልሆኑ ደግሞ ወደ ስልክ ቁጥር 855-258-6518 ደውለው 0ን እንዲጫኑ እስኪነገርዎ ድረስ ንግግሩን መጠበቅ አለብዎ። አንድ ወኪል መልስ ሲሰጥዎ፣ የሚፈልጉትን ቋንቋ ያሳውቁ፣ ከዚያም ከተርጓሚ ጋር ይገናኛሉ።*

*Èdè Yorùbá (Yoruba) Ìtẹ̀tíléko: Àkíyèsí yìí ní iwífún nípa isẹ̀ adójútòfò rẹ̀. Ó le ní àwọn déètì pàtó o sì le ní láti gbé ìgbésẹ̀ ní àwọn ojú gbèdèké kan. O ni ètò láti gba iwífún yìí àti irànlówó ní èdè rẹ̀ lófèé. Àwọn omọ-egbé gbòdò pe nóm̀bà fòdùn tò wà lẹ̀yìn káàdì ìdánimò wọn. Àwọn mírán le pe 855-258-6518 kí o sì dúró nípasẹ̀ ìjíròrò tí tí a ó fì sọ fún ọ̀ láti tẹ̀ 0. Nígbatí aṣojú kan bá dáhùn, sọ èdè tí o fẹ̀ a ó sì sọ ọ̀ pò mò ògbufò kan.*

*Tiếng Việt (Vietnamese) Chú ý: Thông báo này chứa thông tin về phạm vi bảo hiểm của quý vị. Thông báo có thể chứa những ngày quan trọng và quý vị cần hành động trước một số thời hạn nhất định. Quý vị có quyền nhận được thông tin này và hỗ trợ bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Các thành viên nên gọi số điện thoại ở mặt sau của thẻ nhận dạng. Tất cả những người khác có thể gọi số 855-258-6518 và chờ hết cuộc đối thoại cho đến khi được nhắc nhấn phím 0. Khi một tổng đài viên trả lời, hãy nêu rõ ngôn ngữ quý vị cần và quý vị sẽ được kết nối với một thông dịch viên.*

*Tagalog (Tagalog) Atensyon: Ang abisong ito ay naglalaman ng impormasyon tungkol sa nasasaklawang ng iyong insurance. Maaari itong maglaman ng mga pinakamahalagang petsa at maaaring kailangan mong gumawa ng aksyon ayon sa ilang deadline. May karapatan ka na makuha ang impormasyong ito at tulong sa iyong sariling wika nang walang gastos. Dapat tawagan ng mga Miyembro ang numero ng telepono na nasa likuran ng kanilang identification card. Ang lahat ng iba ay maaaring tumawag sa 855-258-6518 at maghintay hanggang sa dulo ng diyalogo hanggang sa diktahan na pindutin ang 0. Kapag sumagot ang ahente, sabihin ang wika na kailangan mo at ikokonekta ka sa isang interpreter.*

*Español (Spanish) Atención: Este aviso contiene información sobre su cobertura de seguro. Es posible que incluya fechas clave y que usted tenga que realizar alguna acción antes de ciertas fechas límite. Usted tiene derecho a obtener esta información y asistencia en su idioma sin ningún costo. Los asegurados deben llamar al número de teléfono que se encuentra al reverso de su tarjeta de identificación. Todos los demás pueden llamar al 855-258-6518 y esperar la grabación hasta que se les indique que deben presionar 0. Cuando un agente de seguros responda, indique el idioma que necesita y se le comunicará con un intérprete.*

*Русский (Russian) Внимание! Настоящее уведомление содержит информацию о вашем страховом обеспечении. В нем могут указываться важные даты, и от вас может потребоваться выполнить некоторые действия до определенного срока. Вы имеете право бесплатно получить настоящие сведения и сопутствующую помощь на удобном вам языке. Участникам следует обращаться по номеру телефона, указанному на тыльной стороне идентификационной карты. Все прочие абоненты могут звонить по номеру 855-258-6518 и ожидать, пока в голосовом меню не будет предложено нажать цифру «0». При ответе агента укажите желаемый язык общения, и вас свяжут с переводчиком.*

हिन्दी (Hindi) ध्यान दें: इस सूचना में आपकी बीमा कवरेज के बारे में जानकारी दी गई है। हो सकता है कि इसमें मुख्य तिथियों का उल्लेख हो और आपके लिए किसी नियत समय-सीमा के भीतर काम करना ज़रूरी हो। आपको यह जानकारी और संबंधित सहायता अपनी भाषा में निःशुल्क पाने का अधिकार है। सदस्यों को अपने पहचान पत्र के पीछे दिए गए फ़ोन नंबर पर कॉल करना चाहिए। अन्य सभी लोग 855-258-6518 पर कॉल कर सकते हैं और जब तक 0 दबाने के लिए न कहा जाए, तब तक संवाद की प्रतीक्षा करें। जब कोई एजेंट उत्तर दे तो उसे अपनी भाषा बताएँ और आपको व्याख्याकार से कनेक्ट कर दिया जाएगा।

Bàsòò-wùdù (Bassa) Tò Dùù Cáo! Bǎ nìà kè bá nyò bǎ kè m̄ gbo kpá bó nì fùà-fúá-tiǐn nyεε jè dyí. Bǎ nìà kè bédé wé jéé bǎ bǎ m̄ kè dε wa m̄ kè nyuεε nyu hwè bǎ wé bǎa kè zi. ɔ m̄ nì kpé bǎ m̄ kè bǎ nìà kè kè gbo-kpá-kpá m̄ m̄ dε dyé dε nì bídí-wùdù mú bǎ m̄ kè se wídí dò péè. Kpooò nyò bǎ m̄ dá fúùn-nòbà nìà dε waa I.D. káàò dεín nyε. Nyò tòò séín m̄ dá nòbà nìà kè: 855-258-6518, kè m̄ m̄ fò tee bǎ wa kέ m̄ gbo cē bǎ m̄ kè nòbà m̄à 0 kέ dyi pàdàìn hwè. ɔ jǔ kè nyò dò dyi m̄ gǎ jǔǐn, po wuqu m̄ m̄ poye dyie, kè nyò dò mu bó nìin bǎ ɔ kè nì wuquò mú zà.

বাংলা (Bengali) লক্ষ্য করুন: এই নোটিশে আপনার বিমা কভারেজ সম্পর্কে তথ্য রয়েছে। এর মধ্যে গুরুত্বপূর্ণ তারিখ থাকতে পারে এবং নির্দিষ্ট তারিখের মধ্যে আপনাকে পদক্ষেপ নিতে হতে পারে। বিনা খরচে নিজের ভাষায় এই তথ্য পাওয়ার এবং সহায়তা পাওয়ার অধিকার আপনার আছে। সদস্যদেরকে তাদের পরিচয়পত্রের পিছনে থাকা নম্বরে কল করতে হবে। অন্যেরা 855-258-6518 নম্বরে কল করে 0 টিপতে না বলা পর্যন্ত অপেক্ষা করতে পারেন। যখন কোনো এজেন্ট উত্তর দেবেন তখন আপনার নিজের ভাষার নাম বলুন এবং আপনাকে দোভাষীর সঙ্গে সংযুক্ত করা হবে।

اردو (Urdu) توجہ: یہ نوٹس آپ کے انشورینس کوریج سے متعلق معلومات پر مشتمل ہے۔ اس میں کلیدی تاریخیں ہو سکتی ہیں اور ممکن ہے کہ آپ کو مخصوص آخری تاریخوں تک کارروائی کرنے کی ضرورت پڑے۔ آپ کے پاس یہ معلومات حاصل کرنے اور بغیر خرچہ کیے اپنی زبان میں مدد حاصل کرنے کا حق ہے۔ ممبران کو اپنے شناختی کارڈ کی پشت پر موجود فون نمبر پر کال کرنی چاہیے۔ سبھی دیگر لوگ 855-258-6518 پر کال کر سکتے ہیں اور 0 دبانے کو کہے جانے تک انتظار کریں۔ ایجنٹ کے جواب دینے پر اپنی مطلوبہ زبان بتائیں اور مترجم سے مربوط ہو جائیں گے۔

فارسی (Farsi) توجه: این اعلامیه حاوی اطلاعاتی درباره پوشش بیمه شما است. ممکن است حاوی تاریخ های مهمی باشد و لازم است تا تاریخ مقرر شده خاصی اقدام کنید. شما از این حق برخوردار هستید تا این اطلاعات و راهنمایی را به صورت رایگان به زبان خودتان دریافت کنید. اعضا باید با شماره درج شده در پشت کارت شناسایی شان تماس بگیرند. سایر افراد می توانند با شماره 855-258-6518 تماس بگیرند و منتظر بمانند تا از آنها خواسته شود عدد 0 را فشار دهند. بعد از پاسخگویی توسط یکی از اپراتورها، زبان مورد نیاز را تنظیم کنید تا به مترجم مربوطه وصل شوید.

اللغة العربية (Arabic) تنبيه: يحتوي هذا الإخطار على معلومات بشأن تغطيتك التأمينية، وقد يحتوي على تواريخ مهمة، وقد تحتاج إلى اتخاذ إجراءات بحلول مواعيد نهائية محددة. يحق لك الحصول على هذه المساعدة والمعلومات بلغتك بدون تحمل أي تكلفة. ينبغي على الأعضاء الاتصال على رقم الهاتف المذكور في ظهر بطاقة تعريف الهوية الخاصة بهم. يمكن للأخريين الاتصال على الرقم 855-258-6518 والانتظار خلال المحادثة حتى يطلب منهم الضغط على رقم 0. عند إجابة أحد الوكلاء، اذكر اللغة التي تحتاج إلى التواصل بها وسيتم توصيلك بأحد المترجمين الفوريين.

中文繁体 (Traditional Chinese) 注意：本聲明包含關於您的保險給付相關資訊。本聲明可能包含重要日期及您在特定期限之前需要採取的行動。您有權利免費獲得這份資訊，以及透過您的母語提供的協助服務。會員請撥打印在身分識別卡背面的電話號碼。其他所有人士可撥打電話 855-258-6518，並等候直到對話提示按下按鍵 0。當接線生回答時，請說出您需要使用的語言，這樣您就能與口譯人員連線。

*Igbo (Igbo)* Nrubama: Okwa a nwere ozi gbasara mkpuchi nchekwa onwe gi. O nwere ike inwe ubochi ndi di mkpa, i nwere ike ime ihe tupu ufodu ubochi njedebe. I nwere ikike inweta ozi na enyemaka a n'asusu gi na akwughi ugwo o bula. Ndi otu kwesiri ikpo akara ekwentu di n'azu nke kaadi njirimara ha. Ndi ozo niile nwere ike ikpo 855-258-6518 wee chere ububo ahu ruo mgbe amanyere ipi 0. Mgbe onye nnochite anya zara, kwuo asusu i choro, a ga-ejiko gi na onye okowa okwu.

*Deutsch (German)* Achtung: Diese Mitteilung enthält Informationen über Ihren Versicherungsschutz. Sie kann wichtige Termine beinhalten, und Sie müssen gegebenenfalls innerhalb bestimmter Fristen reagieren. Sie haben das Recht, diese Informationen und weitere Unterstützung kostenlos in Ihrer Sprache zu erhalten. Als Mitglied verwenden Sie bitte die auf der Rückseite Ihrer Karte angegebene Telefonnummer. Alle anderen Personen rufen bitte die Nummer 855-258-6518 an und warten auf die Aufforderung, die Taste 0 zu drücken. Geben Sie dem Mitarbeiter die gewünschte Sprache an, damit er Sie mit einem Dolmetscher verbinden kann.

*Français (French)* Attention: cet avis contient des informations sur votre couverture d'assurance. Des dates importantes peuvent y figurer et il se peut que vous deviez entreprendre des démarches avant certaines échéances. Vous avez le droit d'obtenir gratuitement ces informations et de l'aide dans votre langue. Les membres doivent appeler le numéro de téléphone figurant à l'arrière de leur carte d'identification. Tous les autres peuvent appeler le 855-258-6518 et, après avoir écouté le message, appuyer sur le 0 lorsqu'ils seront invités à le faire. Lorsqu'un(e) employé(e) répondra, indiquez la langue que vous souhaitez et vous serez mis(e) en relation avec un interprète.

*한국어(Korean)* 주의: 이 통지서에는 보험 커버리지에 대한 정보가 포함되어 있습니다. 주요 날짜 및 조치를 취해야 하는 특정 기한이 포함될 수 있습니다. 귀하에게는 사용 언어로 해당 정보와 지원을 받을 권리가 있습니다. 회원이신 경우 ID 카드의 뒷면에 있는 전화번호로 연락해 주십시오. 회원이 아닌 경우 855-258-6518 번으로 전화하여 0을 누르라는 메시지가 들릴 때까지 기다리십시오. 연결된 상담원에게 필요한 언어를 말씀하시면 통역 서비스에 연결해 드립니다.