



# 2024 THIRD PARTY CODE OF CONDUCT

Blue Cross® and Blue Shield® of Minnesota and Blue Plus® are nonprofit independent licensees of the Blue Cross and Blue Shield Association.

## Dear Business Partners,

For the past 90 years, our company's success has been driven by the commitment to serve as a trusted health care leader in Minnesota for our members and the community. That's why we are creating a future that ensures equitable health, wellbeing, and safety for all Minnesotans. This starts with assessing our systems, policies, and business practices to confirm that we are exercising best efforts to make our organization as inclusive as possible and that we are doing everything we can to dismantle racism, contribute to a more fair and just society, and address the health care gaps that exist today.

In order to do this, we must remain steadfast in our dedication to operating ethically and collaboratively, modeling the highest standards of integrity, and building an inclusive culture. Our future depends on us succeeding together and doing the right thing.

To achieve this, we must have a high-caliber workforce that continuously holds itself to the highest standards. Our high standards apply not only to our associates but extend to our Third Parties and their employees.

The Third Party Code of Conduct is designed to help us meet the highest ethical standards possible. It is the responsibility of our Third Parties to implement a system of controls and processes that facilitate compliance with our Code of Conduct and the law, mitigate related operational risks, and facilitate continuous improvement.

Thank you for contributing to our company's ongoing commitment to ethical and compliant business practices.



# Table of Contents

<b>INTRODUCTION</b> .....	<b>4</b>
Definitions.....	4
Purpose.....	5
The Company Mission and Vision.....	5
Your Responsibility.....	5
<b>REPORTING VIOLATIONS</b> .....	<b>6</b>
How to Make an Anonymous Report.....	6
Nondiscrimination and Accessibility.....	6
Non-Retaliation.....	7
Your Obligation to Participate in Investigations.....	7
<b>RECORDS MANAGEMENT</b> .....	<b>8</b>
Preparation and Submission of Documents.....	8
Record Documentation.....	8
<b>SAFEGUARDING INFORMATION</b> .....	<b>8</b>
Confidential and Protected Information.....	8
Use of Company Assets.....	9
Data Security and Software License Obligations.....	9
Protection of Federal Government and Competitor-Sensitive Information.....	9
Antitrust.....	9
Audits.....	10
<b>ADVERTISING AND PROMOTIONS</b> .....	<b>10</b>
<b>BUSINESS CONDUCT</b> .....	<b>10</b>
Reciprocity.....	10
Suppliers and Customers.....	10
Conflicts of Interest.....	10
Gifts and Entertainment.....	10
No Improper Payments.....	10
Equal Employment Opportunity.....	10
Safe and Healthy Work Environment.....	11
Human Rights.....	11
<b>EXCLUSION AND PRECLUSION SCREENING</b> .....	<b>11</b>
<b>TRAINING AND CERTIFICATION</b> .....	<b>11</b>
<b>FRAUD, WASTE, AND ABUSE PREVENTION, DETECTION, AND CORRECTION</b> .....	<b>12</b>
<b>FALSE CLAIMS AND ANTI-KICKBACK LAWS</b> .....	<b>12</b>
False Claims.....	12
Anti-Kickback Laws.....	133
<b>OFFSHORE</b> .....	<b>133</b>
<b>CONTACTS</b> .....	<b>144</b>

## INTRODUCTION

This Third Party Code of Conduct (“Code”) applies to Blue Cross and Blue Shield of Minnesota and all affiliated companies without limitation and is referenced here as the “Company.” This Code of Conduct applies to all Third Parties contracted with the Company.

We believe a strong relationship with our Third Parties (as defined below) is the key to ensuring our Company’s success. The Code was created to communicate our expectations to any person or entity who supplies goods or services to the Company which includes but is not limited to, suppliers, vendors, Contingent Workers (non-associates), consultants, providers, subcontractors, and First Tier, Downstream and Related Entities (“FDR”).

### Definitions

The term “Third Parties” refers to external companies with which we conduct business and that may or may not employ or contract with individual Contingent Workers (as defined below) to perform services for the Company. References to Third Parties throughout this document include both corporate entities and individuals performing services on behalf of those entities. Third Parties are responsible for ensuring that their employees and subcontractors, including any Contingent Workers they provide us to perform services, understand and adhere to this Code.

The term “Contingent Worker” as used throughout this document refers to any individual contractor, contractor’s employees or subcontractors, consultants, contingent workforce members (non-Company associates), any of whom perform a service on behalf of the Company.

The term “you” as used throughout this document refers to all Third Parties with whom we do business, including individual Contingent Workers.

The terms First Tier, Downstream and Related Entities (“FDR”) includes all three categories as separately defined below:

**First Tier Entity:** Any party that enters into a written arrangement, acceptable to the Centers for Medicare and Medicaid Services (“CMS”), with a Medicare Advantage (“MA”) Organization, or Part D plan sponsor, or applicant to provide administrative services or health care services for a Medicare eligible individual. Also referred to as a First Tier Entity Arrangement.

**Downstream Entity:** Any party that enters into a written arrangement, acceptable to CMS, below the level of a First Tier Entity Arrangement. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

**Related Entity:** Any entity that is related to the MA Organization or Part D plan sponsor by common ownership or control and:

1. Performs some of the MA Organization or Part D plan sponsor’s management functions under contract or delegation.
2. Furnishes services to Medicare enrollees under an oral or written agreement; or
3. Leases real property or sells materials to the MA Organization or Part D plan sponsor at a cost of more than \$2,500 during a contract period.

## **Purpose**

This Code is the foundation of our relationship with our Third Parties – creating a mutual understanding of our Company’s core values and beliefs. The purpose of the Code is to outline our expectations according to law and our Company’s core values and beliefs – ensuring consistent compliance from all our Third Parties.

## **The Company Mission and Vision**

At the Company, our mission, vision, strategy, values and Code are all linked. We’re grounded in our mission and vision to pave the way for everyone to achieve their healthiest life. Our values show how we aspire to carry out the mission, vision, and strategy. Our Code helps make sure our words and actions are in sync, providing a common language and set of behaviors that we agree to demonstrate every day. In partnership with our Third Parties, we must conduct business responsibly and with great integrity.

## **Your Responsibility**

As a representative of the Company, all our Third Parties must act in a legal and ethical manner when conducting business with or on behalf of the Company. This begins with reading and understanding your responsibilities under your contract.

In addition, we expect our Third Parties to remain up to date and aware of the Company’s business practices and guiding standards as described in the Code as they may change from time to time, such as:

- Effectively communicate the Code standards and training requirements to their employees and subcontractors, as applicable.
- Demonstrate appropriate supervision and oversight of their employees and subcontractors to make sure that any work performed for the Company is consistent with our Code’s standards.
- Ensure that their employees and subcontractors adhere to laws, rules, and government regulations applicable to the Third Parties business and the products or services it provides to the Company.

Examples of key legal, regulatory, and other requirements applicable to the Company are described throughout the Code.

The Code establishes minimum standards for conducting business with and on behalf of the Company. A Third Party and the Company may agree in writing to additional or different requirements other than those identified in this Code. If a conflict is identified between the terms of this Code and your written contract, the terms of your contract will control. The Company and our Third Parties are subject to a variety of legal requirements and compliance with applicable law is critical in all business activities. Third Parties may also be subject to additional Company policies and procedures.

Failure to comply with this Code, the law, and applicable Company policies and procedures may result in termination of your relationship with us. Violations of this Code can put you and the Company at risk for fines and civil and/or criminal liabilities or penalties. Violations will result in a review of your business relationship or engagement with the Company up to, and including, termination of that relationship or engagement. The Company may require Third Parties to demonstrate compliance with the Code.

## REPORTING VIOLATIONS

You should ask questions when working with the Company if you have doubts about whether an action or situation may be improper or inappropriate. Also, you have an obligation to report all suspected violations involving the Company business, this Code or any law or regulation, whether such violations involve your employees or subcontractors or the Company associates or any other Third Parties. Take the following actions to make a report:

### SPEAK UP

- Talk to your Company business contact,
- Call the Company Ethics and Compliance Hotline Line at [866-311-4229](tel:866-311-4229), or
- Submit a [Report Online](#)

Failure to promptly report a suspected violation may result in action up to, and including, termination of your relationship. Questions or concerns can be directed to the Company Enterprise Ethics and Compliance team.

### How to Make an Anonymous Report

To make an anonymous report which involves the Company business, contact the Ethics and Compliance Help Line: [1-866-311-4229](tel:1-866-311-4229) or [Report Online](#).

The Ethics and Compliance Hotline is available 24 hours a day, seven days a week. The Help Line calls are truly anonymous. Calls are not traced and there is no caller ID.

If you choose to make an anonymous report which involves the Company business, be prepared to provide enough information about the situation to allow for a proper review.

**Q:** As a Third Party, if I observe misconduct in a department at the Company other than my assigned department, am I still required to report the issue?

**A:** Yes. All Third Parties who become aware of any misconduct or potential noncompliance with laws and regulations are required to report it.

Begin by talking with your Company business contact. But, if that doesn't work or is not feasible, you can contact the Enterprise Ethics, and Compliance Team. Remember that there is an option for you to remain anonymous, and the Company prohibits retaliation or attempted retaliation against a reporter.

### Nondiscrimination and Accessibility

The Company expects that Third Parties comply with applicable federal civil rights laws. We do not discriminate, exclude people, or treat them differently because of race, color, national origin, age, gender, or disability. In addition, we provide free aids and services to people with disabilities to communicate effectively with us and we provide free language services to people whose primary language is not English.

While working with the Company, it is your responsibility to report discrimination involving the Company business. To make a report, contact the Civil Rights Coordinator at:

**1-800-509-5312, TTY users call 711 or email at  
Civil.Rights.Coord@bluecrossmn.com**

Postal Mail at:

**Civil Rights Coordinator  
M495  
PO Box 64560  
Eagan, MN 55164-0560**

### **Non-Retaliation**

The Company prohibits any form of retaliation or attempted retaliation against an individual who, while working with the Company:

- 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 involving business activities with the Company. Retaliation could look like a pay cut, exclusion from meetings, demotion, termination, or other negative acts that are unexplained and perceived as negative. Retaliation is a separate violation of the Code and should be reported immediately.

Anyone who – honestly and in good faith – reports a potential violation or cooperates with an investigation is protected from retaliation.

### **Your Obligation to Participate in Investigations**

The Company promptly investigates all reported or suspected violations of the Code and maintains confidentiality to the extent possible.

You are expected to cooperate fully and honestly in any Company investigation or inquiry by Company management, outside auditors, or government officials. You must provide all applicable documents when responding to an investigation or audit and must not destroy or alter any records.

**Q:** Why am I expected to cooperate with Company investigations and inquiries? I would rather not get involved.

**A:** When the Company conducts an investigation, it is because there is a possibility of a violation of this Code, standards of ethical business conduct, or a legal requirement. The investigation is necessary to protect individuals, the Company, the Company's members and associates, and possibly you and your own employer or company. If the Third Parties do not cooperate, it may be impossible to get all the facts needed to take appropriate action.

Withholding information or knowingly giving false or misleading information is a serious violation of the Code and could result in a termination of your business relationship.

## RECORDS MANAGEMENT

All records regarding our products, services, and enrollees are kept in accordance with federal law and contractual agreements. We prohibit any premature destruction of records, and such destruction may also violate state and federal regulations.

### Preparation and Submission of Documents

Proposals, budgets, and other records (e.g., prescription drug events, enrollment applications) that we give the federal government contain important certifications and representations. All submissions to the government must be accurate and timely and must meet all applicable government health care program requirements.

All Third Parties, who prepare, sign, or in any way support our certifications, representations and reporting share the responsibility for careful and accurate document preparation.

A false certification can lead to civil and criminal sanctions for the Company and contract termination with Third Parties and may also lead to exclusion from participation in federal health care programs such as Medicare and Medicaid.

### Record Documentation

Federal law requires us to ensure that our books and records accurately reflect the true nature of our transactions; therefore, in all our business activities, record documentation is accurately maintained.

Examples of inaccurate reporting include:

- Making records appear as though payments were made to one person when, in fact, they were made to another individual.
- “Backdating” an enrollment application to gain enrollment on a specific date.

## SAFEGUARDING INFORMATION

At the Company, we are committed to protecting our information and the information of those with whom we do business, including our customers, members, partners, third parties, agents, and associates. This commitment to protect and maintain the confidentiality of the Company information at all times is expected of all Third Parties.

### Confidential and Protected Information

Our Third Parties also have an obligation to our members to ensure that their Protected Health Information (PHI) is secure. Disclosure of PHI to anyone other than the individual, without the individual’s authorization, is strictly prohibited, unless otherwise allowed by the law.

Equally important is securing our members’ PHI is to restrict access to and use of PHI to the minimum necessary to complete our job functions. Accessing PHI when it is not needed to complete the job tasks, or accessing out of curiosity, is strictly prohibited.

Confidential client business information, including PHI, must be treated with care, and used only for its intended purpose. Review your contract for specific information use requirements.

#### PHI Includes:

- Any information related to an individual’s past, present, or future physical or mental condition or treatment, including payment of benefits for any treatment received by the individual.
- Any demographic information which may be used to identify the member, including a member identification number.



## **Use of Company Assets**

The Company has a variety of tangible and intangible assets that are at the core of our success. The assets include proprietary information, intellectual property, and physical assets. The Company assets may only be used by Third Parties in accordance with the contract and not to provide personal gain for yourself or others.

## **Data Security and Software License Obligations**

We expect Third Parties to uphold our commitment to protecting our company's confidential data. To ensure maximum protection of our company data, Third Parties must strictly enforce data security provisions and other contractual terms. We expect our Third Parties to implement and maintain policies, procedures, and personnel that ensure confidentiality, integrity, and the responsible management of our Company's confidential data shared to support their services.

We expect that each of our Third Parties will have adequate business continuity plans in place to continue to provide its services to a reasonable degree in the event of any disruption of its business, whether caused by a natural disaster, equipment malfunction, power failure, cyber-attack, pandemics, or so forth. Upon request by the Company, Third Parties will disclose in reasonable detail and discuss the elements of its business continuity plans and its information security systems and controls.

### **Examples of information that requires protection:**

- Health and other sensitive information that we obtain through our business or employment relationships.
- Proprietary information, often known as trade secrets, which is helpful to our competitors and is generally not available to the public.
- Information about our customers, associates, contingent workers, temporary associates, or participating providers that is not public knowledge.

## **Protection of Federal Government and Competitor-Sensitive Information**

Federal procurement integrity laws specifically prohibit competing companies from seeking or obtaining proprietary or source-selection information about their competition during a federal procurement. Therefore, you must never obtain, from any source, federal government information that is procurement-sensitive or unauthorized information about a federal government procurement.

- Proprietary information under the federal procurement integrity law includes, but is not limited to, information included by a particular company in a bid or proposal and marked as proprietary.
- Source-selection information is information that the government uses to conduct a particular procurement, such as the evaluation of offers or proposals.

## **Antitrust**

The Company is committed to complying with all antitrust laws. These laws prohibit such things as price fixing, market allocation, group boycotts, price discrimination, and monopolization. The laws also require scrutiny of certain mergers and acquisitions. Antitrust laws are designed, in part, to prevent one business from gaining an unfair advantage and forcing other businesses out of the marketplace. Third Parties are required to follow the Company's practice to avoid even the appearance of anticompetitive conduct. Penalties for antitrust violations can be severe. Violations of federal and state laws may result in criminal and civil liability.

## **Audits**

We reserve the right to audit Third Parties for compliance with the Code and/or contractual and regulatory requirements. Refer to the contract for audit details.

## **ADVERTISING AND PROMOTIONS**

To ensure compliance with branding requirements and state and federal advertising law, Company authorization is required for all modes of advertising. Third Parties are not permitted to distribute advertising, press releases, or any other general public announcement regarding the services you provide to the Company unless you have obtained prior written authorization from the Company.

## **BUSINESS CONDUCT**

Third Parties are required to comply with all applicable laws and regulations that relate to labor, wage, working hours, discriminatory hiring and employment practices, and health and safety. This commitment establishes and ensures an inclusive and safe working environment for all employees.

## **Reciprocity**

Often, the Company purchases goods or services from a Third Party who also buys services from us. This practice is normal and acceptable, but any form of pressure for “reciprocity” from either party is not. Third Parties must not be asked to buy our products or services in order to become or continue to be a supplier to the Company. Likewise, the sale of our products and services will not be dependent upon an agreement that we purchase goods or services from the potential member or account.

## **Suppliers and Customers**

Goods and services from Third Parties must be managed effectively and commensurate to the spend, benefit, and risk presented by each Third-Party relationship. Additional oversight may occur for Third Parties due to regulatory requirements or if the services provided by the Third Parties are considered strategic, delegated, or FDRs. In all cases, expenses incurred from Third Parties must be consistent with the contract.

## **Conflicts of Interest**

Our Third Parties have a duty to:

- be aware of and avoid conflicts of interest,
- to perform their job consistent with the law and the best interests of the Company,
- and, may not use their relationship at the Company for personal profit, gain, or other advantage.

## **Gifts and Entertainment**

Third Parties may not offer or accept anything of value from business partners to obtain unfair business advantages when doing business with the Company. Any gifts or entertainment must comply with applicable laws and regulations and adhere to Company policy for Company associates to receive gifts, gratuities, and entertainment from a Third Party.

## **No Improper Payments**

The use of our funds or assets for any unlawful or unethical purpose is strictly prohibited. As with any improper payment made, such payments are also improper if they are made by a Third Party on our behalf. Additionally, any payment made to a Third Party for any purpose other than that disclosed on the payment documentation is prohibited.

## **Equal Employment Opportunity**

We value diversity in our workplace and are committed to provide equal employment opportunities

for all applicants and employees. It is the expectation of Third Parties to not discriminate and to comply with all non-discrimination laws.

### **Safe and Healthy Work Environment**

The Company expects Third Parties to provide a safe and healthy work environment that complies with all applicable laws and is free from harassment, threats, and acts of violence.

### **Human Rights**

**Human rights are the fundamental rights, freedoms, and standards of treatment to which all people are entitled. The Company is committed to respecting and promoting human rights in all aspects of our business, including prohibiting trafficking of persons and trafficking-related activities.**

### **EXCLUSION AND PRECLUSION SCREENING**

The Company does not make payment for any item or service furnished by a person or entity that appears on federal or state preclusion or exclusion lists. The Company requires certain Third Parties to conduct monthly screenings against the appropriate Federal Agency listings. See your contract for further detail.

### **TRAINING AND CERTIFICATION**

The Company requires Third Parties to complete certain trainings upon the hiring of the Third Party as well as annually thereafter. The Company may request documentation for the completion of mandatory training to be provided within 30 days of signing a contract and annually thereafter. A failure to complete required trainings increases the Company risk for potential fines and penalties that may result in a review of your business relationship with the Company, up to and including termination of the relationship.

## FRAUD, WASTE, AND ABUSE PREVENTION, DETECTION, AND CORRECTION

We are committed to identifying, preventing, correcting, and reporting fraud, waste, and abuse (FWA) and expect the same from our Third Parties. The efforts undertaken as part of these processes are collaborative in nature and involve training and education, monitoring, audits, automated claims system checks, and more. All activities are in furtherance of and consistent with applicable laws, regulations, and government health care program requirements. Third parties should reference their contract with the Company for any fraud waste and abuse reporting obligations.

**Fraud Hotline: 1-800-382-2000, ext. 28363 or [bcbsmnfraud.alertline.com](http://bcbsmnfraud.alertline.com)**

As a company, we document allegations and conduct investigations of fraudulent, wasteful, or abusive acts, with respect but not limited to:

- Prescription drug claims
- Over- and under-utilization
- Misrepresentation of member application
- Misuse of corporate assets
- Other types of fraud

## FALSE CLAIMS AND ANTI-KICKBACK LAWS

The rules that govern business relationships with the government are stringent. Contracting with the government involves a special trust and, as a consequence, a stricter code of behavior. It is essential that we take all steps necessary to ensure that all information submitted to the government is truthful, accurate, and complete.

### False Claims

The federal False Claims Act (FCA) prohibits presenting a false claim for payment or approval and making or using a false record or statement. A FCA violation occurs when any person who “knowingly presents or causes to be presented” a false or fraudulent claim for payment by the government or by others in connection with a government program or interest. A false claim is not limited to the act of submitting a false claim for services to the government, it includes retaining overpayments of federal funds beyond the statutory timeframe. In most instances this is beyond the 60 days from when the overpayment was originally identified.

To ensure compliance with the FCA:

- All government contracts/grant claims must be charged to the correct accounts.
- Unallowable costs may not be included in claims presented to the government.
- Overpayments from the government must be properly reported and timely returned.

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.

### Fraud, Waste and Abuse (FWA):

Includes all three categories, separately defined here:

**Fraud:** The intentional deception or misrepresentation that an individual knows, or should know, to be false, or does not believe to be true, and makes, knowing the deception could result in some unauthorized benefit to himself or some other person(s).

**Waste:** The overutilization of services or other practices that, directly or indirectly, result in unnecessary costs. Waste is generally not considered to be caused by criminally negligent actions but rather the misuse of resources.

**Abuse:** A range of improper behaviors or billing practices including, but not limited to billing for a non-covered service; misusing codes on the claim (i.e., the way the service is coded on the claim does not comply with national or local coding guidelines or is not billed as rendered); or inappropriate allocation of costs.

## **Anti-Kickback Laws**

Special state and federal laws prohibit kickbacks or rebates for the purpose of wrongfully conducting, obtaining, retaining, or directing the Company business. Kickbacks or rebates are not limited to cash or credit but present in many forms such as gifts, entertainment, services, special favors or benefits under a contract, or anything else that would be attractive to or of benefit to the recipient. In general, a transaction that personally benefits you is prohibited. Such practices are not only unethical but are in many cases illegal. It is imperative that all Third Parties abide by these laws.

## **OFFSHORE**

An offshore Third Party is defined by CMS as an FDR located outside of one of the fifty U.S. states, the District of Columbia, or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and U.S. Virgin Islands). Third Parties that are considered offshore can be either American-owned companies with certain portions of their operations performed outside the United States or foreign-owned companies with their operations performed outside of the United States. Also, considered offshore are Third Parties that perform services with workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies.

FDRs must notify the Company at least 30 days prior to moving services offshore. If any part of the FDRs activities utilizes offshore entities in handling PHI, they are considered an offshore entity and must declare this status to the Company. The Company must approve any modifications in offshore status before contracting can continue. FDRs that have been approved to provide entire or partial services offshore to the Company government program must provide attestations at the time of contracting and annually thereafter. Furthermore, FDRs must maintain documentation of offshore status in accordance with the contract.

## CONTACTS

**Compliance Hotline:** 1-866-311-4229 or [Report Online](#)

This hotline connects you to an operator who is available to answer your call 24 hours a day, seven days a week. These calls are confidential. The source of the call remains anonymous unless you choose to identify yourself.

**Fraud Hotline:** 1-800-382-2000, ext. 28363 or [bcbsmnfraud.alertline.com](http://bcbsmnfraud.alertline.com)

Contact this hotline if you know or suspect any type of insurance fraud. This hotline connects you to an operator who is available to answer your call 24 hours a day, seven days a week. These calls are confidential. The source of the call remains anonymous unless you choose to identify yourself.

**External Mail:** You may send information to:

**Blue Cross Blue Shield MN**  
**Attn: Enterprise Ethics and Compliance**  
**M495**  
**PO BOX 64560**  
**Eagan, MN 55164-0560**

**Civil Rights Coordinator:** 1800-509-5312 or [Civil.Rights.Coord@bluecrossmn.com](mailto:Civil.Rights.Coord@bluecrossmn.com)

If you believe that the Company has discriminated on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Civil Rights Coordinator by telephone, email, or postal mail.

**Mail at:**

**Blue Cross Blue Shield MN**  
**Attn: Nondiscrimination Civil Rights Coordinator**  
**M495**  
**PO BOX 64560**  
**Eagan, MN 55164-0560**

