

<b>Title: Conflicts of Interest</b>	<b>Policy Number:</b> CMP09 V.03
<b>Issued For:</b> <input checked="" type="checkbox"/> BayCare Select Health Plans, Inc.	<b>Original Issue Date:</b> 09/01/2018
	<b>Select one below and input date, if applicable:</b> <input checked="" type="checkbox"/> <b>Date Last Reviewed / Revised</b> 6/05/2020 <b>OR</b> <input type="checkbox"/> <b>Date Last Reviewed / No Revisions</b> _____ <b>OR</b> <input type="checkbox"/> <b>New Policy / N/A</b>
<b>Issuing Department:</b> Compliance	<b>Effective Date:</b> 06/26/2020
<b>Approved and Owned by:</b>  Joanna Tofani, Chief Compliance Officer  <small>F33730A53F684B8</small> <hr/> <b>Signature</b>	<b>Date Approved and By Whom:</b>  06/26/2020 Compliance Committee

### **I. PURPOSE**

To provide a process to ensure that all BayCare Select Health Plans, Inc. (BayCare Select) Workforce members receive a copy of the Conflict of Interest policy, that BayCare Select management and BayCare Select directors timely disclose potential conflicts of interest, and that BayCare Select has a process to manage situations that may lead to a conflict of interest.

### **II. SCOPE**

This policy applies to all BayCare Select Workforce members including directors, officers, executives, members of a committee with Board-delegated powers, employees, and any other persons in important positions of trust within BayCare Select as determined by the BayCare Select Chief Compliance Officer (CCO).

### **III. DEFINITIONS**

**Conflict of Interest:** Involvement in multiple interests, one of which could possibly corrupt the motivation for an act in the other.

- Defined broadly, a conflict of interest can arise in any situation in which a decision-maker is influenced in an organizational decision by personal, financial, business, or other concerns unrelated to BayCare Select's best interests.
- A conflict of interest can also arise in any instance where the actions or activities of an individual on behalf of BayCare Select also involve an improper gain or advantage for the individual, or an adverse effect on BayCare Select's interests.

Conflict of Interests include but are not limited to Conflict of Interest Activities.

- **Conflict of Interest Activities:** While not all-inclusive, the interests and activities listed below should serve as a guide to illustrate what could be considered possible conflicts of interest.
- **Outside Interests:** Owning or having financial interest or any contractual arrangement in any outside company that conducts business with BayCare Select.
  - This does not apply to stock or other investments held in a publicly held corporation, as long as the value of the stock or other investments does not exceed 5% of the corporation's stock. BayCare Select may, however, allow ownership interests that exceed 5% if the Chief Compliance Officer determines the ownership interests will not adversely impact BayCare Select's business interest or your judgment;
  - Directly or indirectly holding a position or a material financial interest in any outside company from which the individual has reason to believe BayCare Select secures goods or services (including the services of buying or selecting stocks, bonds, or other securities) or that provides services competitive with BayCare Select;
  - Directly or indirectly competing with BayCare Select in the purchase or sale of property (or property rights), interests, services, or business opportunities.
- **Outside Activities:**
  - Outside activities include rendering directive, managerial, or consultative services to any entity that does business with, or competes with, the services of BayCare or rendering other services in competition with BayCare.
  - Conducting business or being otherwise being employed by any vendor, supplier, contractor, agency, or any officers or employees that also does business with BayCare.
- **Family Interests and Activities:** A Conflict of Interest may arise, relative to the interests or activities of a member of a Workforce member's family, if the actions or activities involve an improper gain or advantage for the individual, or an adverse effect on BayCare's interests. For the purpose of this Policy, "family" includes a Workforce member's spouse, co-habitant partners, children, parents, siblings, stepparents, stepchildren, grandparents, dependents, persons residing in the same household as the individual, or anyone who may have an influence over the Workforce member's decisions and/or actions relative to BayCare.
- **Gifts, Gratuities, and Entertainment:** The acceptance of gifts (including excessive entertainment or other favors) from any outside company that does business with BayCare (including those seeking to do business with BayCare or who may be a competitor of BayCare) could imply that the gift is intended to influence BayCare individual in the performance of his or her duties. This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and not related to any particular BayCare transaction or activity.

**CMS:** The Centers for Medicare & Medicaid Services. This is the agency within the Department

of Health and Human Services (HHS) that is responsible for directing the national Medicare program.

**Workforce:** For purposes of this policy, the full- and part-time employees, temporary employees, and volunteers of BayCare Select, members of the Board of Directors, Committee members and other persons whose conduct in the performance of work for BayCare Select is under the direct control of BayCare Select, whether or not they are paid by BayCare Select.

#### **IV. OWNERSHIP**

The CCO is responsible for administration and oversight with regard to performance under this policy and procedure.

#### **V. POLICY**

A. BayCare Select refrains from and avoids conflicts or the appearance of conflicts between its private interests and the best interests of BayCare Select. As outlined in the Conflicts of Interest and section of the BayCare Select Code of Conduct this means that:

1. Workforce members shall not offer or give anything of monetary value greater than \$15.00, including gifts, gratuities, favors, entertainment or loans, to an employee, vendor, subcontractor, or partner that BayCare Select has, or is seeking to obtain, a contractual or other business or financial relationship or that regulates BayCare Select's activities or operations.
2. Workforce members may not accept cash gifts of any amount provided in consideration of our employment at BayCare Select. However, non-cash gifts of nominal value (\$50 or less) and reasonable meal and entertainment courtesies are not prohibited. Non-cash gifts that exceed \$50 in value may not be accepted and must be immediately reported to the CCO.
3. Workforce members may not accept gifts, payments, fees, services, discounts, valued privileges or other favors (even those of nominal value) where these would, or might appear to, improperly influence performance of duties.
4. Workforce members may not offer, give, solicit or accept any type of gift (even token gifts) to or from any federal, state, or municipal government official unless such activity has been reviewed in advance and approved by BayCare Select's CCO. Such activity may, in certain instances, violate certain applicable laws.
5. BayCare Select employees may not engage in any outside employment that interferes with the employee's ability to adequately perform duties for BayCare Select.
6. BayCare Select cannot become involved in political campaigns or affairs. No corporate funds may be expended in support of or in opposition to any political candidate or political party. Federal funds may not be used to lobby or influence a member of Congress for contracts, loans or grants.

- B. BayCare Select requires its Workforce members to refrain from and avoids conflicts or the appearance of conflicts between their private interests and the best interests of BayCare Select.
- C. The BayCare Select Compliance Department is responsible for administering the Conflict of Interest policy. This means that the CCO must be notified of a newly hired or appointed Workforce member by operational personnel.
- D. The CCO must otherwise establish a mechanism to identify and remediate actual or potential Conflicts of Interest.
  - 1. The CCO or his/her designee (i.e. Compliance Analyst) will distribute and collect Conflict of Interest statements or forms from Workforce members upon and annually thereafter. Any actual or potential Conflict of Interest will be investigated and remediated by the CCO in conjunction with BayCare Select leadership.
  - 2. All BayCare Select Workforce members are required to disclose any potential Conflict of Interest by completing and submitting the Conflict of Interest Disclosure form administrated by the Compliance Department:
    - a. Upon hire or appointment;
    - b. Annually thereafter; and
    - c. Any time during the year if they believe they have entered into a situation that may pose a perceived or actual Conflict of Interest.

**VI. Confidentiality:** Those under the scope of this policy have a duty not to disclose or use confidential, proprietary, special, or inside information relating to BayCare Select's business for personal profit or to the advantage of individuals or entities other than BayCare Select, and have the duty to disclose any instance where such conduct has occurred or could be perceived as having occurred.

## **VII. PROCEDURES**

- A. **New-Hire Conflict of Interest Statement:** Newly-hired or appointed Workforce members joining BayCare Select in any position are required to provide a Conflict of Interest Statement as part of the new-hire / appointment orientation process, disclosing any transactions, interests, or associations that may be considered a conflict of interest. Such individuals will receive a BayCare Select-approved Conflict of Interest Statement that must be completed and delivered to the Compliance Department within the first 90 days of employment or appointment.
- B. **Annual Conflict of Interest Disclosure Process:** BayCare Select annually requires Workforce members to provide a complete written disclosure of all transactions, interests, or associations of such person and the family of such person that could be considered a conflict of interest. Such individuals will annually receive from the Compliance Department a COI Questionnaire with instructions for completion and return to the Compliance Department.
- C. **Interim/Updated Conflict of Interest Disclosure Process:** Any Workforce member who suspects that any of their actions, relationships, or activities, or the actions, relationships, or activities of another employee, represent a potential Conflict of Interest must immediately: (i) disclose the facts of the situation to his or her immediate supervisor; and (ii) if their actions relate to their actions, relationships, or activities, complete and submit a COI Questionnaire to

the Compliance Department. A Workforce member must notify his or her immediate supervisor of the potential Conflict of Interest prior to engaging in such action, relationship or activity and must receive approval before engaging in such action, relationship or activity.

- D. **Information Processing:** The information provided by Workforce members on the new-hire Statements, annual and interim/updated COI Questionnaires will be reviewed confidentially by the CCO or designee. Legal counsel will be consulted as needed to determine if a Conflict of Interest exists. Information in individual disclosures or review documents may also be shared with BayCare Select executive leadership, and / or the Compliance Committee as appropriate.
- E. **Handling Conflicts of Interests:** If an actual Conflict of Interest exists, the CCO promptly notifies BayCare's Team Resources. BayCare's Team Resources, in coordination with the CCO and Legal counsel, promptly takes appropriate action. The resolution of any identified conflicts will be documented by the CCO.
- F. **Failure to Disclose:** Failure to timely and fully complete the requested COI disclosures will be addressed by the CCO who, depending on the circumstances, may recommend disciplinary action to BayCare Select executive leadership, Team Resources, and / or the Compliance Committee, up to and including termination from employment or other position held consistent with the CMP21 Disciplinary policy and procedure.
- G. **Documentation requirements:** Documentation related to this policy must be retained by BayCare Select Compliance personnel (i.e. Compliance Analyst) who is responsible for the administration of the Conflict of Interest form. Such documentation will be retained in accordance with BayCare Select's CMP13 Health Plan Document and Data Retention policy and procedure and made available upon request for audit or other purposes.

## **VIII. REGULATORY REFERENCES / CITATIONS**

42 CFR § 422.503(b)(4)(vi)(C)

42 CFR § 423.504(b)(4)(vi)(C)

Medicare Managed Care Manual, Chapter 21 – Compliance Program Guidelines and Prescription Drug Benefit Manual, Chapter 9 – Compliance Program Guidelines, Section 50.2.1; 50.3.1; and 50.6.4.

## **IX. RELATED POLICIES & PROCEDURES**

BayCare Select Code of Conduct, Conflicts of Interest Section (Page 7)  
Conflicts of Interest Form  
CMP13 Health Plan Document and Data Retention  
CMP21 Disciplinary Policy

## **X. ATTACHMENTS**

None

**VERSION & REVIEW HISTORY:**

<b>Version #</b>	<b>Action (Original Issue, Reviewed, Revised)</b>	<b>Date Action Taken</b>	<b>Brief Summary of Revision, if applicable</b>	<b>Individual Taking Action</b>	<b>Effective Date</b>	<b>Date Approved and By Whom</b>
01	Original Issue	09/01/2018	N/A	Unknown	09/01/2018	Unknown
02	Reviewed	07/25/2019	Annual review; no substantive changes.	Paul Christy, Chief Compliance Officer	08/01/2019	Unknown/ Larry Costello, President
03	Revised	06/05/2020	Annual review; substantive changes made throughout document.	Joanna Tofani, Chief Compliance Officer	06/26/2020	Compliance Committee 06/26/2020