



# Supplier Code of Conduct

August 2022

# Table Of Contents

<b>Overview of Elevance Health Supplier Code of Conduct .....</b>	<b>3</b>	Elevance Health Requirements for On-Site Personnel .....	12
<b>Commitment to Integrity.....</b>	<b>4</b>	Background Check Criteria .....	13
<b>Protecting Our Information .....</b>	<b>5</b>	Supplier Facility Access Policy.....	14
Confidential and Proprietary Information About Our Business, Members, and Associates .....	5	Meetings with Elevance Health Associates.....	14
Privacy.....	5	Supplier Reimbursable Expense Guidelines .....	15
Use of Elevance Health’s Assets .....	6	Supplier Use of Subcontracted Firms.....	15
Supplier Use of Artificial Intelligence and Machine Learning .....	6	Supplier Third Party “Subcontractor” Reimbursable Expense Guidelines .....	15
<b>State/Federal Regulatory Guidelines.....</b>	<b>7</b>	<b>Doing Business Across the Globe .....</b>	<b>16</b>
Occupational Safety and Health Regulatory Guidelines.....	8	Barred Countries/Office of Foreign Asset Control Screening.....	16
Assurances of Compliance.....	8	Bribery and Corruption .....	17
<b>Supplier Diversity .....</b>	<b>9</b>	Human Rights.....	17
<b>Conducting Elevance Health’s Business.....</b>	<b>10</b>	Labor Practices .....	17
Our Work Environment.....	10	Freedom of Association and Collective Bargaining .....	17
Alcohol and Drug-free Workplace .....	10	<b>Reporting Violations and Seeking Advice ..</b>	<b>18</b>
Workplace Violence .....	10	Responsibility to Report Ethics or Compliance Violations .....	18
Employment of Government Personnel.....	10	Reporting Ethics/Compliance Violations and Concerns .....	18
Equal Employment Opportunity and Affirmative Action.....	10	Conflicts of Interest.....	18
Discrimination and Harassment .....	10	<b>Supplier Registration .....</b>	<b>19</b>
Work Hours .....	10	Supplier Registration Process.....	19
Elevance Health Supply Chain Sustainability and Responsibility.....	10		
Procurement Process Technology and Electronic Signatures .....	11		

# Overview of Elevance Health Supplier Code of Conduct

Elevance Health understands that our Suppliers are independent entities. However, the business practices of our Suppliers may impact and/or reflect upon Elevance Health. It is for this reason that Elevance Health expects all Suppliers, their employees, agents, and subcontractors (hereinafter referred to collectively as “Suppliers”) to adhere to the Elevance Health Supplier Code of Conduct while conducting business with or on behalf of Elevance Health. The Elevance Health Supplier Code of Conduct establishes minimum standards for conducting business with Elevance Health and provides additional clarification on policies relating to Suppliers specifically. To the extent of any conflict between this Supplier Code of Conduct and any other transactional document entered into by Elevance Health and Suppliers, the latter shall control.

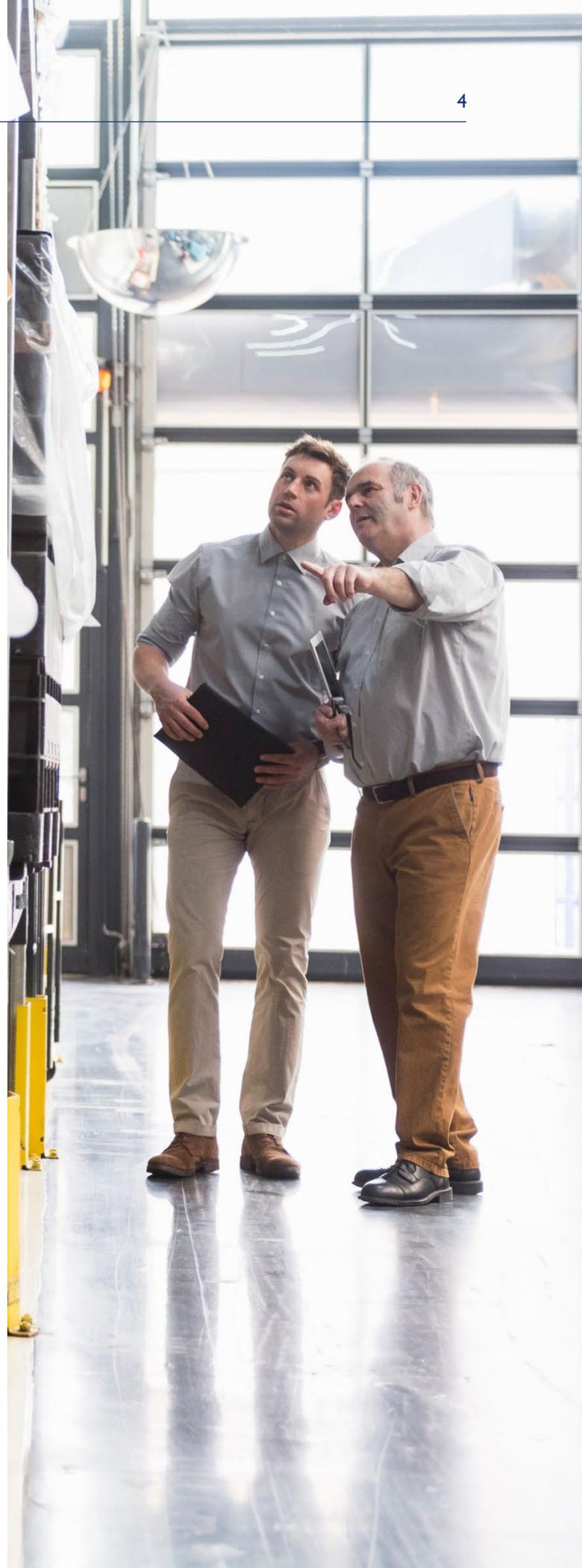
**Suppliers are required to understand and meet these and other requirements where applicable. The information contained herein is subject to change without notice.**



# Commitment to Integrity

Ethical conduct is central to Elevance Health's business. We promote a work environment of accountability, integrity, and trust. We are a signatory to the UN Global Compact, an international commitment to practice our business in accordance with [principles](#) related to human rights, labor, environment, and anti-corruption. We rely on our ecosystem, which includes you – our Suppliers – to uphold our ethical practices and reduce our risk. That is why we have a Supplier Code of Conduct. Please take the time to review the document in full and regularly, as we update it from time to time.

The Supplier Code of Conduct serves as the backbone of ethical business practices beyond what Elevance Health has direct control over. How Suppliers behave when conducting our business reflects on Elevance Health. Our customers, stakeholders, and regulators expect that we will conduct business with integrity and provide a quality product. In return, we expect the same of our Suppliers.



# Protecting Our Information

Elevance Health has many types of information vital to conducting our business. This includes material and non-public information as well as other confidential and proprietary information about our:

- Strategies, products, processes, services, and financials.
- Members, providers, associates, vendors, agents, business partners, and government contracts.

Suppliers must never use or disclose our confidential or proprietary information unless authorized by Elevance Health policies in connection with a legitimate business need. In addition, Elevance Health cannot use or disclose a third party's confidential or proprietary information learned in the course of doing business with them without proper authorization and approvals.

## Confidential and Proprietary Information About Our Business, Members, and Associates

Elevance Health's confidential and proprietary information includes any information not shared with individuals outside of the company and any information useful to our competitors. Suppliers must ensure confidential and proprietary information is used only when authorized by policy and for valid business purposes. Suppliers are obligated to protect this information from improper use or disclosure even after our

employment ends. Work product developed as Elevance Health Suppliers remains Elevance Health property. Suppliers may not take customer/member lists, formulas, processes, contracts, trade secrets, intellectual property, sales-related information, or any other confidential or proprietary information unless otherwise in writing and under Elevance Health policy.

**For more information**, please refer to the Elevance Health Code of Conduct, '[Protecting Our Information](#)' section.

## Privacy

Elevance Health, its workforce, and Suppliers have a responsibility to protect the confidentiality of the Protected Health Information (PHI) and Personal Identifiable Information (PII) it collects, uses, and discloses about its members and applicants. They are also obligated to protect all other confidential and proprietary information. Suppliers that provide a service to or on behalf of Elevance Health that requires accessing, collecting, using, disclosing, or maintaining PHI shall be deemed Business Associates, in accordance with the Health Insurance Portability and Accountability Act of 1996, and must enter into a Business Associate Agreement and Security Addendum with Elevance Health prior to performing any work involving PHI. Business Associates must report any use or disclosure of PHI not permitted by contract in writing to Elevance Health in accordance with the

Business Associate Agreement. Whether based in the United States or in another country, we are responsible for conducting business in accordance with the laws of all impacted countries. We are subject to local laws, regulations, and jurisdictions.

## Use of Elevance Health's Assets

Elevance Health uses a variety of equipment and communication tools such as email, instant messaging, and telephones to conduct our business. Suppliers must follow policies relating to these assets.

For more information, please refer to the Elevance Health Code of Conduct, ['Information Security'](#) and ['Asset Management'](#) policies sections.

Elevance Health has the right to review, record, copy, audit, investigate, intercept, access, and disclose any use of the information technology including computers, internet, intranet, emails, instant messages, voicemail, and telephone systems, including all messages created, received, or sent for any purpose. The contents of electronic storage (including but not limited to email) may be disclosed within Elevance Health to those who have a need to know and outside the company (including law enforcement or government agencies), without the Suppliers' knowledge or permission.

## Supplier Use of Artificial Intelligence and Machine Learning

Suppliers must use artificial intelligence and machine learning (collectively, "AI") responsibly and consistent with Elevance Health's Supplier Code of Conduct.

If Suppliers will use, develop and/or refine AI that:

- Impacts the health or well-being of members, providers, or communities;
- Provides recommendations for plan eligibility, medical services and/or medical necessities;
- Informs and or connects individuals with available clinical services; and/or
- Evaluates claims or pre-authorization transactions.

Then the Suppliers must:

- Assess AI for potential for fairness and bias, remediating to appropriately reduce and/or eliminate bias;
- Maintain documentation regarding such AI use cases, outcomes, and performance metrics that address explainability, transparency and accountability; and
- Execute routine testing, training, and evaluation to ensure appropriate AI quality, performance, and accuracy.



## State/Federal Regulatory Guidelines

Elevance Health Suppliers shall conduct their business in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of Elevance Health. In addition to any specific obligations under the Suppliers' agreement with Elevance Health, all Suppliers shall, without limitation:

- Comply with all applicable statutory and regulatory requirements for government contracts entered into by Elevance Health for which Suppliers may be providing goods or services, directly or indirectly, in connection with such government contract, including the False Claims Act, federal anti-kickback statutes, and the like.
- Conduct business in full compliance with antitrust and competition laws.
- Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste, and wastewater discharges, including the manufacture, transportation, storage, disposal, and release to the environment of such materials.
- Be honest and forthcoming in communications with and disclosures to regulatory agency representatives and government officials.
- Comply with the anti-corruption laws of the countries in which they do business, including the U.S. Foreign Corrupt Practices Act, and not make any direct or indirect payments or promises of payments to foreign government officials for the purpose of inducing any individual to misuse his/her position to retain services for or provide goods to Elevance Health.
- Not employ or hire individuals or entities that are sanctioned or excluded in the Office of Inspector General List of Excluded Individuals/Entities (OIG LEIE) and US System for Award Management (SAM), and perform pre-hire initial screenings and ongoing monthly monitoring to demonstrate compliance.



## Occupational Safety and Health Regulatory Guidelines

Suppliers are responsible for providing all applicable federal/state regulatory required health and safety training, relevant licenses and permits to their associates and suppliers prior to working at any Elevance Health or subsidiary location. Verification of training records, permits, and licenses shall be made available upon request.

- Suppliers are required to control all identified or foreseeable health, safety, and environmental hazards, to the extent outlined by Federal or State Occupational Safety and Health Administration (OSHA) or Federal Environmental Protection Agency or State/local guidelines, that pose a risk to any Elevance Health associate, contractor, Suppliers, or visitor while working at any Elevance Health or subsidiary location.
- Any unsafe behaviors or physical/environmental conditions that could cause immediately dangerous conditions will cause work to be halted and hazards to be abated immediately. If Suppliers refuse to abate the hazard, they risk being removed from the site and losing the work.
- Suppliers shall immediately report any incidents that results in injury, illness, death, or environmental harm, as well as any near-miss incidents that could have resulted in an injury, illness, death, or release to the environment, to their site contact. Suppliers are responsible to complete an investigation and identify causes and corrective actions to prevent recurrence.

## Assurances of Compliance

Upon reasonable request, Suppliers shall provide Elevance Health with assurances of compliance with its Agreement and Elevance Health Policies and Procedures. Reasonable assurances include, but are not limited to, Suppliers' response to annual surveys issued by Elevance Health related to its provision of goods or services, certain contract requirements, and/or the Agreement generally.



## Supplier Diversity

Diversity is a core value of Elevance Health. Our partnership with a diverse supply base is important, because a supply chain that is as diverse as our members helps us meet our members' diverse needs. With the help of our comprehensive Supplier Diversity Program, Elevance Health procures products and services from small, minority-, women-, veteran-, veteran disabled-, service disabled-, lesbian, gay, bisexual, transgender and queer (LGBTQ)-, disability-owned business enterprises, as well as those that are HUBZone certified. Additionally, Elevance Health requires Suppliers with over \$500,000 in annual spend to provide a plan for diverse spend, related to Elevance Health contracts, and to submit quarterly diverse spend reports.



# Conducting Elevance Health's Business

## Our Work Environment

Elevance Health values a safe and healthy work environment. Creating an atmosphere of honesty and respect enhances our relationships with business partners.

## Alcohol and Drug-free Workplace

Please refer to the Elevance Health Code of Conduct, '[Alcohol and Drug-free Workplace](#)' section.

## Workplace Violence

Please refer to the Elevance Health Code of Conduct, '[Workplace Violence](#)' section.

## Employment of Government Personnel

Federal government personnel hiring is governed by federal law. When considering hiring former state government employees, Suppliers are responsible to ensure no conflicts of interest exist with their Elevance Health duties and the individual's previous state employment.

Please refer to the Elevance Health Code of Conduct, '[Conflict of Interest – Disclosure](#)' section.

## Equal Employment Opportunity and Affirmative Action

We are committed to providing equal opportunity in employment to all associates

and applicants. Nobody may be discriminated against in employment because of race, color, religion, sex, gender (including gender identity), age, national origin, marital status, sexual orientation, veteran status, disability, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

## Discrimination and Harassment

Please refer to the Elevance Health Code of Conduct, '[Discrimination and Harassment](#)' section.

## Work Hours

Suppliers' employees should not work more than the maximum hours of daily labor set by local laws. These employees should receive a minimum of one day off every seven days.

## Elevance Health Supply Chain Sustainability and Responsibility

Elevance Health is committed to upholding environmental, social, and governance (ESG) criteria across our value chain, which includes our Suppliers. In addition to considering each Suppliers' ESG standards as an important component of its overall profile, we are committed to assessing our critical Suppliers' alignment with Elevance Health's mission and core values. This Supplier Code of Conduct — which addresses topics such as human and labor rights, anticorruption policies,

workplace safety standards and responsible paper guidelines — is standard in Supplier contracts. Suppliers are required to acknowledge and attest to it on a regular basis. The code sets expectations, in alignment with Elevance Health's values, for how our Suppliers do business. To learn more, please refer to the '[Elevance Health Supply Chain Sustainability Policy](#).'

## Procurement Process Technology and Electronic Signatures

Elevance Health may require Suppliers to facilitate purchase and sale transactions under the Agreement by electronically transmitting and receiving data through Elevance Health's Procurement system, collectively known as Procurement Systems. The following are requirements of facilitating such transactions:

1. **Use of Procurement Systems** – Elevance Health and Suppliers may electronically transmit and/or receive purchase and sale information and related contracts or other documents (collectively, "Documents") to and from the other Party through the Procurement Systems.
2. **Membership** – Suppliers agree to enter into an agreement with the provider of Elevance Health's Procurement Systems, at Suppliers' sole expense, to transmit and receive Documents to and from Elevance Health.
3. **System Operations** – Elevance Health and Suppliers, each at its own expense, shall arrange for the provision and maintenance of equipment, software, services and testing necessary to transmit and receive Documents effectively and reliably.
4. **Security Procedures** – Elevance Health and Suppliers shall be responsible for using security procedures that are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
5. **Signatures** – Unless otherwise agreed to by the Parties, the purchase order number (issued by Elevance Health) shall constitute Elevance Health's electronic signature and consent to any order schedule and the Suppliers' invoice number shall constitute Suppliers' electronic signature and consent to provide the Licensed Products and/or other Services. Each Party agrees that the Elevance Health purchase order number or the Suppliers' invoice number, as issued by the respective Party, shall be sufficient to verify that such Party originated the document. Neither Party shall disclose to any unauthorized person the purchase order number or the invoice number. The Parties acknowledge and agree that the issuance of a purchase order or invoice number shall be valid and enforceable as to the signing Party to the same extent as an inked original signature, (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business.
6. **Garbled Transmissions** – If any transmitted Document is received in an incomplete, unintelligible, or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the Document received) in a reasonable

manner. In the absence of such a notice, the originating Party's records of the contents of such Document shall control.

7. **Validity and Enforceability** – Agreement of these procure-to-pay terms evidences the mutual intent of the Parties to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain applicable terms.
8. **Signed Document** – Any Document properly transmitted pursuant to these procure-to-pay terms shall be considered, in connection with any Transaction, or the Agreement, to be a “writing” or “in writing,” and any such Document containing, or to which there is affixed, a Signature (“Signed Document”) shall be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
9. **Course of Dealing** – The conduct of the Parties pursuant to these procure-to-pay terms, including the use of Signed Documents properly transmitted pursuant to these terms, shall, for all purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of these procure-to-pay terms, for any transaction.
10. **Validity** – Elevance Health and Suppliers agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the

Party to be bound thereby. Signed Documents, if introduced on paper in any judicial, arbitration, mediation, or administrative proceeding, shall be valid to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of Signed Documents under either, the business records exception to the hearsay rule, or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form or on any other basis.

## Elevance Health Requirements for On-Site Personnel

The following background checks and on-boarding procedures are required to be performed for all Suppliers personnel placed on assignment at an Elevance Health location. Additional types of checks may be required based upon the position and/or location and are at the sole discretion of Elevance Health.



## Background Check Criteria

Below is a list of specific background check criteria that must be performed and documented prior to the start date of all Suppliers' personnel that will be onsite at an Elevance Health location — no exceptions will be made.

Suppliers are responsible for obtaining and maintaining documentation substantiating that all items listed have been performed. Audits may be performed by Elevance Health to ensure compliance.

### Type of Check:

- Social Security Number Verification (Includes Trace)
- Criminal Search – All years reportable by the courts (County Criminal; residence, school, and employment) – all counties and all names (alias/aka) provided
- Widescreen National Criminal Database Search (+county criminal if any “hit” obtained from nationwide search)
- Federal Criminal National Search (all 94 federal jurisdictions including aliases/aka)
- Healthcare Sanctions Check
- 10 Panel Non-DOT Drug Screen – Required for specified positions
- US Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National or a Blocked Persons
- National Sex Offender Check
- Military Records Check

- Employment Verification – Last three employers or past 10 years, whichever comes first
- Education Verification (Highest level obtained post high school – including international)
- Professional License or Certificate Verification
- OIG List of Excluded Individuals/Entities
- GSA List of Parties Excluded from Federal Programs (now known as SAM)

Other screenings that we utilize (based on position being hired for – if its job related):

- DOT Drug Screening
- Credit Check
- MVR
- Statewide Criminal
- Adult Abuse Registry Check

We are also an I-9/E-Verify employer. These same requirements are adhered to by temporary workers, independent contractors, and on-site Suppliers personnel.

Links to perform checks of the OIG List of Excluded Individuals/Entities and the GSA List of Parties Excluded from Federal Programs (now known as SAM) are as follows:

- <https://exclusions.oig.hhs.gov/>
- <https://sam.gov/search>

Please note that the checks performed on the OIG and GSA lists are to be performed at the time of hire AND monthly thereafter for all contractors who support Elevance Health.

## Supplier Facility Access Policy

Standard facility access policies and procedures have been established to provide specific guidelines for Suppliers access to Elevance Health facilities. Suppliers must adhere to Elevance Health security requirements and all safety standards, practices, and procedures. Suppliers representatives are not permitted to possess permanent Elevance Health ID access badges for any Elevance Health facility. Suppliers who violate these policies may be subject to disciplinary actions.

When considering facility access, Suppliers must adhere to the policy identified below:

- Review and follow guidelines identified in this Supplier Code of Conduct.
- Elevance Health security requirements and safety standards should be adhered to at all times.
- Visits must be scheduled directly with an Elevance Health contact prior to access.
- Elevance Health may, at its option, require Suppliers and/or Suppliers' employees or Subcontractors to sign separate agreements regarding access to Elevance Health facilities or equipment.

Under normal circumstances, Suppliers may be permitted access to Elevance Health facilities for the following reasons:

- Urgent offboarding of temporary workers.
- Retrieval of temporary worker property.
- Return of Elevance Health property.
- Facilitating any temporary worker emergencies.
- Attend meetings where business-related items will be discussed.
- Supplier meetings.

## Meetings with Elevance Health Associates

Suppliers agree to inform their Elevance Health sourcing representative in advance of any discussions with Elevance Health associates involving any of the following:

1. Existing contract terms and conditions;
2. Sales presentations or proposals for new goods and/or services offered for sale;
3. Any proposed changes or updates to the scope, nature, duration or price of currently contracted goods or services; and/or
4. Any plans to perform offshore operations in the future. If you are unfamiliar with your designated sourcing associate, notification must be made by sending an email to [purchasing.help@elevancehealth.com](mailto:purchasing.help@elevancehealth.com).

## Supplier Reimbursable Expense Guidelines

Elevance Health recommends Suppliers establish behaviors associated with travel expenditures that are consistent with best business practices and lowest costs in all travel categories, when traveling on behalf of Elevance Health.

- When practical, Suppliers shall book all travel for purposes of the Agreement through Elevance Health's travel service. Arrangements can be made for air travel, hotel, and rental cars. Any airline ticket, car rentals, and hotel charges should be paid directly by Suppliers, with available discounts applied. Suppliers should request access to the travel services preferred travel agency working with your Elevance Health business contact for access to suppliers and special pricing.
- For purposes of reimbursement hereunder, Suppliers shall submit original receipts for all reimbursable expenses to Elevance Health whenever possible. Reimbursement is based on actual costs, with all receipts vs. a fee or estimate.

## Supplier Use of Subcontracted Firms

Use of a subcontracted firm ("Subcontractor") by Suppliers may be permitted to fulfill Elevance Health requirements. If such use is permitted by any written agreement between

Elevance Health and Suppliers, the following shall apply:

- Subcontractor personnel may use Elevance Health's Procurement System as a representative of the Suppliers (account login obtained from Suppliers' system administrator).
- Subcontractor personnel may not represent their subcontracted firm using their subcontracted firm's name or logo on business cards, candidate resumes, etc. or any correspondence with Elevance Health personnel.
- Suppliers must make all due and payable payments to Subcontractor.

## Supplier Third Party "Subcontractor" Reimbursable Expense Guidelines

If Suppliers contract with a third party ("Subcontractor") for purposes of performing Supplier's obligations under the Agreement, the "Supplier Reimbursable Expense Guidelines" shall apply to travel expenses incurred by a Subcontractor and the Suppliers are obligated to reimburse to the Subcontractor. Elevance Health shall not be responsible to pay Suppliers any amount in excess of Suppliers' actual cost of reimbursing a Subcontractor, or the maximum amount permitted by these Guidelines, whichever is less. In no event shall Elevance Health pay Suppliers any percentage, fee, administrative charge, or other mark-up.

## Doing Business Across the Globe

Elevance Health and its affiliates are committed to operating with the highest integrity in a manner consistent with the United Nations Universal Declaration of Human Rights (UNDHR) and the International Labor Organization's (ILO) Declaration on Fundamental Principles and Rights at Work. Policies included in this section are all in accordance with these standards and compliance is mandatory. Fundamental labor principles from the International Labor Organization (ILO) include the prohibition of child labor, the prohibition of forced labor in all forms, freedom of association, and protection from discrimination. Specifically, we support collective bargaining in good faith with recognized unions.

If Suppliers are aware of actual or suspected violations of these practices, Suppliers must notify the Elevance Health Ethics & Compliance department. See Reporting Ethics/Compliance Violations and Concerns section for more information.

### Barred Countries/Office of Foreign Asset Control Screening

The Office of Foreign Asset Control (OFAC) is part of the U.S. Treasury Department that administers and enforces economic and trade sanctions against certain countries and individuals, such as terrorists and narcotics traffickers. OFAC publishes a list of Specially Designated Nationals and Blocked Persons. All U.S. companies must screen all individuals and countries they do business with against the lists to ensure that the company does not do business with individuals or entities on the lists (unless a license is obtained). Elevance Health conducts such screening to ensure there are no electronic wire transfers or other payments made to affected countries, entities, or individuals.



## Bribery and Corruption

Elevance Health prohibits any form of bribery or corruption, whether in commercial dealings with private parties or in dealings with officials of any government. Suppliers must commit to complying with the U.S. Foreign Corrupt Practices Act (FCPA), the U.S. Travel Act, the U.K. Antibribery Act and all other applicable anti-bribery laws. Suppliers may not, directly, or indirectly through a third party, make or offer anything of value to anyone to improperly obtain or retain business, nor may Suppliers improperly influence any action to benefit Elevance Health.

Please refer to the Elevance Health Code of Conduct '[Elevance Health Global Anticorruption Policy](#).'

## Human Rights

Elevance Health supports the basic, fundamental rights of all human beings. In addition to following applicable laws, Elevance Health practices policies — including our policies on equal employment, harassment-free workplace, community support, anti-corruption, hiring practices, code of conduct and workplace safety—to promote a culture where individuals are respected and their rights protected. This extends to our value chain, which includes affiliates, business partners, and Suppliers, who we expect to uphold the same level of respect for humans. Through our Supplier Code of Conduct, it is mandatory that Suppliers agree to labor practices that include fair labor practices, freedom from harassment, and basic human rights.

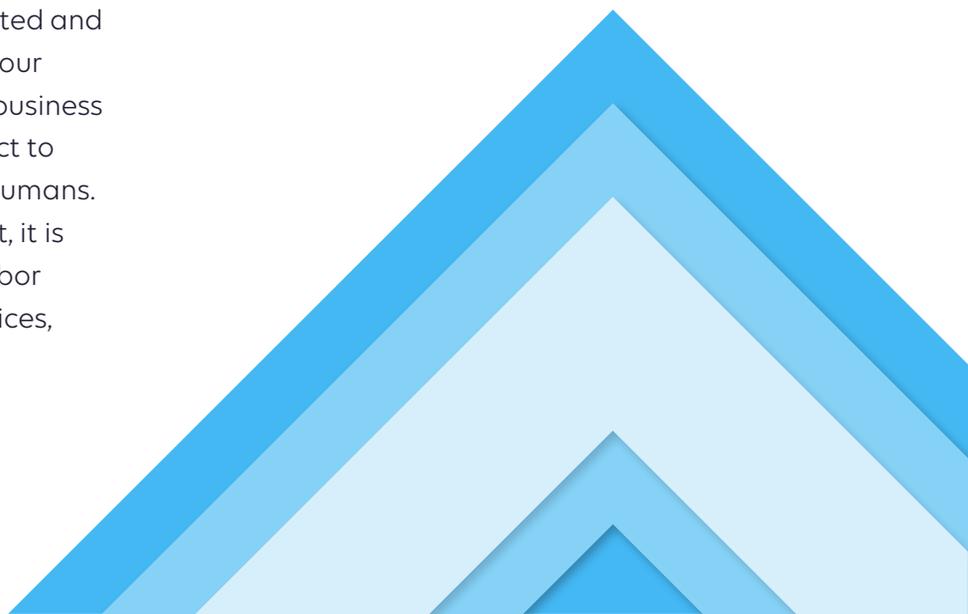
## Labor Practices

Suppliers will not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, trafficking of persons, or prison labor in the supply of materials, products, or services. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation.

Suppliers will comply with all child labor laws and not employ workers under age 14 or the minimum age for completing compulsory education, whichever is higher.

## Freedom of Association and Collective Bargaining

Suppliers will recognize and respect the right of its employees to form or join trade unions of their own choosing and to bargain collectively. Where the right of freedom of association and collective bargaining is restricted under law, Suppliers will not hinder the development of parallel means for independent, free association and bargaining.



# Reporting Violations and Seeking Advice

## Responsibility to Report Ethics or Compliance Violations

Suppliers have an obligation to report to Elevance Health any suspected or observed misconduct, including violations of the Code, Elevance Health policies and procedures, laws and regulations, or any other ethical concerns.

## Reporting Ethics/Compliance Violations and Concerns

Stakeholders including consumers, Suppliers and associates can confidentially and anonymously report violations and concerns to Elevance Health Ethics and Compliance as follows:

Contacting the Ethics and Compliance Helpline –

- Call from the United States: **877-725-2702**
- Call from India: **000-8000-4022-65**
- Call from Israel: **+1-317-287-5699**
- Call from Legato Ireland: **1-800-300391**
- Call from the Philippines: **02-8299-3864**
- Call Worldwide: **+1-317-287-5699**
- Submit an online report: [www.elevancehealthethicshelpline.com](http://www.elevancehealthethicshelpline.com)
- Send an email: [ethicsandcompliance@elevancehealth.com](mailto:ethicsandcompliance@elevancehealth.com)
- Send an email (for DeCare Ireland): [ethicsandcomplianceireland@elevancehealth.com](mailto:ethicsandcomplianceireland@elevancehealth.com)
- Send a letter to: **Ethics Department, c/o Chief Ethics and Privacy Officer Elevance Health, 220 Virginia Avenue Indianapolis, IN 46204 United States**

## Conflicts of Interest

Suppliers must avoid the appearance of improprieties and/or conflicts of interest, as they relate to Elevance Health. During negotiating its agreement with Elevance Health or during performance of its obligations thereunder, Suppliers shall not deal directly with any Elevance Health employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Suppliers.

Please refer to the Elevance Health Code of Conduct, '[Conflict of Interest – Disclosure](#)' section.

# Supplier Registration

Suppliers are required to register to be considered for procurement opportunities with Elevance Health. The registration process is an opportunity for suppliers to share information on capabilities, products, and alignment with Elevance Health's mission and core values.

## Supplier Registration Process

Suppliers may create a free account on the Ariba Commerce Cloud or log in using an existing account. New Suppliers will be requested to provide company name, address, and other contact information. **NOTE: To complete the Supplier registration process you will be redirected to the Ariba Network site.**

1. Once information is submitted, Suppliers will receive an activation email. After account activation, there will be additional questions which Elevance Health requires of all its Suppliers.
2. After submitting updated information, the Suppliers' profile will be included in Elevance Health's database for potential procurement opportunities. If not immediately contacted for opportunities, information will remain active for future opportunities. **NOTE: Completion of the Supplier registration process does not imply a contract or intent to purchase by Elevance Health.**
3. The Elevance Health Supplier Registration Guide provides step-by-step registration instructions. Questions should be directed to the Elevance Health Supplier Enablement team at [supplierenablement@elevancehealth.com](mailto:supplierenablement@elevancehealth.com).

