

# Company Policies and Procedures

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## Anthem Supplier Code of Conduct

Anthem's success is built on a commitment to our core values and behaviors that include being:

- Accountable
- Caring
- Easy to Do Business With
- Innovative
- Trustworthy

Our customers, stakeholders and regulators expect that we will conduct business with integrity and provide a quality product. In turn, we expect the same of our Suppliers.

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

### 1. WORKPLACE STANDARDS AND PRACTICES

Suppliers will operate their facilities and conduct employment practices in an ethical manner and meet the requirements required by law in all locations in which they operate. This includes, but is not limited to, laws and regulations relating to health and safety, labor, compensation, work hours, and the environment. Following are Anthem-specific guidelines for some of these matters applicable to Supplier:

#### ***Alcohol and Drug-free Workplace***

Anthem is committed to providing an alcohol and drug-free workplace, which helps facilitate a safe and healthy work environment. Anthem complies with the Drug-free Workplace Act of 1988. Associates, temporary employees, agents, contractors, Suppliers and visitors are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of alcohol, illegal drugs, and/or drug paraphernalia on Anthem owned or leased property, or while representing Anthem at any time.

#### ***Health and Safety***

Suppliers will provide a safe and healthy work environment in compliance with all applicable laws and regulations. Anthem does not tolerate acts of violence, threats, harassment, intimidation or other disruptive behavior in our workplace or during the course of providing services to Anthem, whether on Anthem premises or off-site, by associates, contractors or Suppliers.

#### ***Weapons***

Anthem prohibits Suppliers from keeping weapons on Anthem property, including buildings, lockers, desks, work spaces, storage areas and company-owned vehicles. In addition, weapons may not be kept in vehicles parked in Anthem parking lots or in personal vehicles being used for business. Weapons include, but are not limited to, guns, knives and ammunition.

### ***Compensation***

Suppliers will not pay less than the minimum wage in accordance with local labor laws. In addition to compensation for regular hours, Supplier employees will be fairly compensated for overtime work in accordance with local labor laws. Other benefits must meet or exceed local laws and standards.

### ***Equal Employment Opportunity***

Suppliers will foster 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. Suppliers will prohibit discriminatory practices in the recruiting, hiring, training, promoting, and compensating of its employees on grounds of race, color, creed, religion, gender, national origin, sexual orientation, gender identity, veteran status, disability, age, marital status, or any other legally protected characteristic.

As a federal contractor Anthem complies with federal EEO obligations. When Suppliers provide services or goods to Anthem relating to one of its federal contracts, Suppliers agree to comply with the following as required under federal regulations:

**Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

### ***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.

### ***Labor Practices***

Suppliers will not use forced or prison labor in the supply of materials, products, or services. Suppliers will not employ workers under age 14 or the minimum age for completing compulsory education, whichever is higher. Supplier employees will be treated with respect and dignity, therefore, no employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse.

### ***Work Hours***

Supplier 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.

### ***Environmental Responsibility***

Suppliers shall comply with all applicable environmental laws and regulations pertaining to hazardous materials, air emissions, and waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release into the environment of such.

## **2. USE OF ANTHEM'S ASSETS**

Anthem has a variety of tangible and intangible assets that are of great value to its competitiveness and success as a leader in the health benefits industry. They include not only valuable proprietary and confidential information but physical assets. Protecting all of Anthem's assets is very important. Their loss, theft or misuse jeopardizes the business and operations of Anthem and its stakeholders.

The safeguarding of information entrusted by Anthem to Suppliers is vital to Anthem's continued success, security and integrity. All Suppliers have an obligation to practice and promote a secure work

environment that protects the confidentiality, integrity, and availability of the facilities, systems, applications, and information under Anthem's control.

#### ***Physical Assets***

Suppliers may only use Anthem's property and other physical assets to provide services or fulfill its other contractual obligations to Anthem. Anthem assets include but are not limited to, computers, email, internet/intranet, fax, phone, copiers and time. Inappropriate, inflammatory and derogatory communications are prohibited, including chain emails, jokes, sending, and receiving or viewing sexually explicit or suggestive communications. In addition, no unauthorized software is to be downloaded to Anthem's computers.

Suppliers must promptly report any activities that may compromise the security and the confidentiality of Anthem's data to the Anthem contact overseeing the contract.

#### ***Electronic Assets***

User IDs and passwords are for the exclusive use of the intended recipient only and should never be used or "tested" by others. Suppliers are responsible for what's done with their user ID and password. Likewise, Suppliers may only use the user ID and password assigned to them to gain access to an Anthem system. Violations of this policy can result in termination of your contract with Anthem.

Use of instant messaging services is permitted only when participating in authorized Anthem chat sessions or other authorized use. Personal use of Anthem Internet resources to utilize any instant messaging services is prohibited.

Suppliers have no expectation of privacy when using Anthem information and telecommunications systems. Electronic mail content may be reviewed as part of an ethics and compliance investigation or whenever deemed necessary.

### **3. BUSINESS PRACTICES**

#### ***Recording, Reporting & Retaining Information***

Accurate and complete records are vital to the Anthem corporate decision-making process and to the collection and reporting of our financial, legal and regulatory data. All records, expense accounts, vouchers, invoices, payroll and service records, reports to government agencies, measurement and performance records, and other essential data must be prepared with care, honesty and accuracy.

#### ***Records Retention***

In addition to any specific obligations regarding Anthem records and files that may exist in the Supplier's written agreement with Anthem, Suppliers must create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.

#### ***Conflicts of Interest***

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

#### ***Legal and Regulatory Compliance***

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

- Comply with all applicable statutory and regulatory requirements for government contracts entered into by Anthem and for which Supplier may be providing goods or services, directly or indirectly, in connection with such government contract, including the False Statements 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 Anthem.

### ***Supplier Reporting***

All Anthem Suppliers and subcontractors are responsible for promptly reporting actual or suspected ethics or compliance issues (E&C Issues) involving Anthem, Inc. or any of its subsidiary or affiliated entities or agents (Anthem) to the Anthem manager assigning their work or the Ethics and Compliance department. Examples of E&C Issues include violations of applicable law and/or Anthem policies. The Ethics and Compliance department provides various reporting mechanisms to submit reports or to ask questions. Reports to the Ethics and Compliance department can be made using one of the following channels:

1. Call the Ethics and Compliance HelpLine from the United States at 1-877-725-2702 and from Ireland at (1-800-550-000) 877-725-2702
2. Send an email to [ethicsandcompliance@Anthem.com](mailto:ethicsandcompliance@Anthem.com)
3. Send a letter to the following address:

Ethics and Compliance Department  
Anthem, Inc.  
Post Office Box 791  
Indianapolis, IN 46206

### ***Bribery and Corruption***

Anthem prohibits any form of bribery or corrupt payments. When working on our behalf or on our business, Suppliers are required to comply with all applicable U.S. and local anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act, the Travel Act and similar laws in foreign jurisdictions.

Suppliers must not, directly or indirectly, make or offer bribes, kickbacks, or other payments of money or anything of value to anyone, including officials, employees, or representatives of any government, company, or public or international organization, or to any other third party, for the purpose of wrongfully obtaining, retaining or directing our 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 decision making process for the purpose of influencing the decision.

If Suppliers are aware of actual or suspected bribery or corrupt payments, Suppliers must notify the Anthem Ethics & Compliance department through our Ethics & Compliance HelpLine at 1-877-725-2702 (in the US) or send an email to [ethicsandcompliance@Anthem.com](mailto:ethicsandcompliance@Anthem.com).

### ***Assurances of Compliance***

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

### ***Meetings with Anthem Associates***

Suppliers agree that their designated sourcing associate will be given advance notice or will be present in any meetings with Anthem 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; and/or 3) Any proposed changes or updates to the scope, nature, duration or price of currently contracted goods or services. If you are unfamiliar with your designated sourcing associate, notification must be made by sending an email to [Purchasing.Help@Anthem.com](mailto:Purchasing.Help@Anthem.com).

#### 4. ANTHEM PRIVACY AND SECURITY REQUIREMENTS

##### ***Privacy***

Anthem, Inc. and its workforce have a responsibility to protect the confidentiality of the Protected Health Information (PHI) it collects uses and discloses about its members and applicants. Suppliers that provide a service to or on behalf of Anthem which requires the use or disclosure of PHI shall be deemed Business Associates, in accordance with the Health Insurance Portability and Accountability Act of 1996, and shall enter into a Business Associate Agreement and Security Addendum with Anthem.

##### ***Proprietary and Other Confidential Information***

In addition to PHI, Suppliers may have exposure to information that is not PHI, but is confidential and/or proprietary to Anthem. Anthem has a variety of information assets that are of great value to our competitiveness and success as a leader in our industry. They include valuable confidential and proprietary information, material non-public information, and information relating to our members, associates and government contracts. Suppliers must protect all confidential and proprietary information gained from Anthem against inappropriate access and disclosure at all times. Misappropriation of Anthem confidential and proprietary information may constitute theft of Anthem trade secrets and/or violation of unfair competition laws.

##### ***Supplier Facility Access Policy***

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

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

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

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

- Urgent off boarding of temporary workers.
- Retrieval of temporary worker property.
- Return of Anthem property.
- Facilitating any temporary worker emergencies.
- Attend meetings where business related items will be discussed.
- Supplier meetings.

##### ***Supplier Use of Subcontracted Firms***

Use of subcontracted firms by Suppliers may be permitted in order to fulfill Anthem requirements. If such use is permitted by any written agreement between Anthem and the Supplier, the following shall apply:

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

## Procurement Process Technology and Electronic Signatures

Anthem may require Suppliers to facilitate purchase and sale transactions under the Agreement by electronically transmitting and receiving data through the Ariba, Inc. Ariba Network ("AN"). The following are requirements of facilitating such transactions:

1. Anthem and Supplier may electronically transmit and/or receive purchase and sale information and related contract and other documents (collectively, "Documents") to and from the other Party through ASN.
2. AN Membership - Supplier agrees to enter into an AN agreement with Ariba, Inc., at Supplier's sole expense, in order to transmit and receive Documents to and from Anthem. AN pricing can be found on the Ariba Network site at: [http://www.ariba.com/suppliermembership/smp\\_pricing.cfm](http://www.ariba.com/suppliermembership/smp_pricing.cfm)
3. System Operations - Anthem and Supplier, each at its own expense, shall arrange for the provision and maintenance of equipment, software, AN services and testing necessary to transmit and receive Documents effectively and reliably.
4. Security Procedures - Anthem and Supplier 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 Anthem) shall constitute Anthem's electronic signature and consent to any order schedule and the Supplier's invoice number shall constitute Supplier's electronic signature and consent to provide the Licensed Products and/or other Services. Each Party agrees that the Anthem purchase order number or the Supplier 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 of the 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, any Transaction.
10. Validity - Anthem and Supplier agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether or not 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.

## Supplier Reimbursable Expense Guidelines

Company recommends Suppliers establish behaviors associated with travel expenditures which are consistent with best business practices and Anthem's Supplier Reimbursable Expense Guidelines and [Travel Policy Guidelines](#).

### 1. *General*

- When practical to do so, Supplier shall book all travel for purposes of the Agreement through Company's travel service. Arrangements can be made for air fare, hotel and rental cars. Supplier should communicate to Company's travel service that the travel is on behalf of Company and that any applicable discounts available to Company should be obtained. Supplier shall provide to the travel service the name and telephone number of the Procurement Representative assigned to Supplier by Company. Any airline ticket, car rental and hotel charges should be paid directly by Supplier, with available discounts applied. Company's travel service telephone number is: (888) FLIWELL or (888) 354-9355 applicable discounts available to Company should be obtained. Supplier shall provide to the travel service the name and telephone number of the Procurement Representative assigned to Supplier by Company.
- For purposes of reimbursement hereunder, Supplier shall submit original receipts for all reimbursable expenses to Company whenever possible. Supplier must submit original receipts to receive reimbursement of air travel expenses.

### 2. *Air Travel*

- All personnel of Supplier ("Travelers") will fly coach class. Original airline receipts are required for reimbursement in all cases.

### 3. *Hotels*

- Hotel accommodations shall be booked for all Travelers by Company's travel service. Hotels will be selected by Company's travel service on the basis of rates, locations and availability as determined by the travel service from time to time. Requests by Travelers for specific hotels will be honored only at the discretion of Company's travel service and only if the rates of such hotels are the same as or lower than those selected by the travel service.
- Lodging expenses shall include the cost of a Traveler's room plus applicable taxes, but shall not include room service, recreation, or any other direct charges to the room. See Section 5 of these Guidelines for further discussion of these charges.

### 4. *Automobile Expense*

- When arrangements are made through Company's travel service, rental automobiles will be provided by the rental car company selected by the travel service. Rental car charges shall be billed directly to each Traveler.
- Reimbursement will cover no more than the cost of a mid-size rental car. Limousine service is expressly prohibited, unless authorized in advance in writing by a Procurement Representative.
- Additional insurance coverage, as provided in the rental car agreement, will not be reimbursed.
- Mileage for travel in Supplier's vehicles or in Travelers' personal vehicles shall be reimbursed at the same per-mile rate in effect from time to time for reimbursement of mileage incurred by Company's own employees. Toll-road charges will be reimbursed only if incurred for office-to-office travel between Supplier's offices and Company's. Mileage and tolls should be supported by appropriate, contemporaneous logs of such charges maintained by Travelers.

### 5. *Miscellaneous Travel Expenses*

- Original receipts must be submitted for expenses including the following: meals; taxi and hotel shuttle fares; parking; and other costs for which receipts can be typically obtained. Expenses such



as tips (for which receipts are usually are not provided) should be reasonable for the services provided and supported by a personal log or other contemporaneous record kept by the Traveler.

- Travelers' expense reports submitted as documentation for reimbursement are to be signed by appropriate management personnel of Supplier and are to include copies of applicable receipts as supporting documentation.
- Documentation of each business meal should include the names of all individuals for whom the meal was ordered, the date of the meal, the business purpose, the relationships between or among the individuals, and a summary of the business discussion.
- A per diem allowance for meals, tips, and incidentals, when agreed to in advance in writing by the Procurement Representative, shall be in lieu of any other reimbursement for such expenses and shall not exceed the following maximum per Traveler: \$ 60.00 per day.

## **6. Other Expenses**

- If incurred by Supplier exclusively for purposes of the Agreement, other costs (such as for document reproduction, computer time, air freight, postage telephone, and facsimile) will be reimbursed by Company only upon submission of documentation satisfactory to Company. Such documentation may include office logs that identify specific costs with specific services performed by Supplier under the Agreement.

## **7. Subcontractors**

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

## **Anthem Requirements for On-Site Personnel**

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

### **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 Supplier personnel that will be onsite at an Anthem location—no exceptions will be made.

Supplier is responsible for obtaining and maintaining documentation substantiating that all items listed have been performed. Audits may be performed by Anthem to ensure compliance.

### **Type of Check**

- Social Security Number Verification (Includes Trace)
- Criminal Search – All years reportable by the courts (County Criminal; residence, school, & employment) – all counties provided or developed
- National Criminal Database Search (+county criminal if any "hits" obtained from nationwide search)
- 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
- Employment Verification - last 3 employers or past 10 years, whichever comes first
- Education Verification (highest level obtained post high school)
- Professional License or Certificate Verification (if appropriate)
- OIG List of Excluded Individuals/Entities\*
- GSA List of Parties Excluded from Federal Programs (now known as SAM)\*
- E-verify Contractor shall comply with the requirements of 48 C.F.R. 52.222-54 and the U.S. Citizenship and Immigration Services' E-Verify Program.



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:

<http://exclusions.oig.hhs.gov/search.html>

<https://www.sam.gov/portal/public/SAM/>

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

***Required On-boarding Documents***

On-boarding documents are required for all Supplier personnel that will be assigned onsite to an Anthem location. Prior to conducting business with Anthem or its affiliates, approved Suppliers are required to review and provide copies of executed on-boarding documents. These documents must be retained and be available for audit by Anthem.