



January 10, 2025

To: All Subcontractors, Suppliers, and Vendors of National Government Services, Inc.

Re: Notification of EEO/Affirmative Action Obligations

National Government Services (NGS) understands that our Suppliers are independent entities. However, because the business practices of our Suppliers may impact and/or reflect upon NGS, our company expects all Suppliers, their employees, agents, and subcontractors (hereinafter referred to collectively as “Supplier”) to adhere to the NGS Supplier Code of Conduct while conducting business with or on behalf of NGS. The NGS Supplier Code of Conduct establishes *minimum* standards for conducting business with NGS. Individual contracts may have additional and/or more stringent standards and, when in conflict, the more stringent standard shall control.

When Suppliers provide services or goods to NGS relating to one of its federal government contracts, Suppliers agree to comply with the following:

- Executive Order 13496 (and its implementing regulations at 29 C.F.R., part 471, Appendix A to Subpart A).
- Executive Order 11246, as amended (the nondiscrimination and affirmative action compliance requirements),
- The Rehabilitation Act of 1973, as amended, and
- The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended.

In compliance with these requirements, NGS has developed and implemented equal opportunity and affirmative action policies and programs, which are designed to ensure that all qualified applicants and employees are treated equally, without regard to age, color, disability, gender, including gender identity, marital status, national origin, race, religion, sex, sexual orientation, veteran status, discussion or disclosure of information about compensation, or other status protected by applicable law.

The implementing regulations of these laws require federal contractors to disseminate to their subcontractors, vendors, and/or suppliers, information about their nondiscrimination and affirmative action policies, and to “request appropriate action” on their part to ensure full compliance throughout the subcontracting chain related to our federal contracts.

As a supplier of NGS, you are expected to understand and comply with these legal requirements.

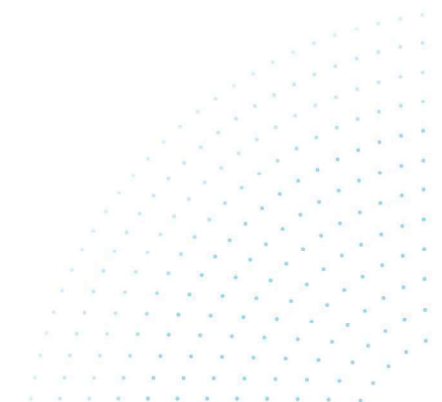
A copy of the NGS Supplier Code of Conduct is enclosed for your review and is also available at [Supplier Code of Conduct \(ngsservices.com\)](https://ngsservices.com).

Should you have any questions or concerns with respect to this notification, please contact the undersigned at [Purchasing.asf@elevancehealth.com](mailto:Purchasing.asf@elevancehealth.com).

Best Regards,

  
J. Michael Graham  
Contract Administration Director

Enclosure





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## NATIONAL GOVERNMENT SERVICES SUPPLIER (PARTNERS, SUBCONTRACTORS, SUPPLIERS, VENDORS) CODE OF CONDUCT

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

- Leadership
- Community
- Integrity
- Agility
- Diversity

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, Vendors, Subcontractors, and Partners, including their employees, agents, and subcontractors, herein referred to as "Suppliers."

National Government Services (NGS) understands that our Suppliers are independent entities. However, the business practices of our Suppliers may impact and/or reflect upon NGS. It is for this reason that NGS expects all Suppliers to adhere to the NGS Supplier Code of Conduct while conducting business with or on behalf of NGS. The NGS Supplier Code of Conduct establishes minimum standards for conducting business with NGS and to the extent there is any conflict between this Supplier Code of Conduct and any other transactional document entered into by NGS 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 mandated 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. The following are NGS-specific guidelines for some of these matters, which are applicable to Suppliers, but are not an exhaustive list of Suppliers' legal workplace requirements:

#### **ALCOHOL AND DRUG-FREE WORKPLACE**

NGS is committed to providing an alcohol and drug-free workplace, which helps facilitate a safe and healthy work environment. NGS complies with the Drug-Free Workplace Act of 1988. In compliance with this law, Suppliers are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of alcohol, illegal drugs, and/or drug paraphernalia on NGS-owned or leased property, or while representing NGS at any time. Suppliers must have a drug-free awareness program; and, if any Supplier employee or agent supporting NGS contracts is convicted of a criminal drug violation in the workplace, Supplier must notify NGS within five calendar days.

#### **HEALTH AND SAFETY**

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

#### **WEAPONS**

NGS prohibits Suppliers from keeping weapons on NGS property, including buildings, lockers, desks, workspaces, storage areas and company-owned vehicles. In addition, weapons may not be



kept in vehicles parked in NGS 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**

NGS is committed to equal employment opportunity and non-discrimination in the workplace. Suppliers are expected to comply with all applicable Equal Employment Opportunity (EEO) and non-discrimination federal, state, and local laws. Suppliers will prohibit discriminatory practices in the recruiting, hiring, firing, training, promoting, and compensating its employees based on grounds of race, color, creed, religion, sex, gender, including gender identity, national origin, sexual orientation, veteran status, disability, age, marital status, or any other legally protected characteristic.

As a federal contractor, NGS complies with federal EEO and affirmative action obligations. When Suppliers provide services or goods to NGS 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), when monetary threshold requirements contained therein apply. 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, national origin, or for inquiring about, discussing, or disclosing information about compensation. 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. Supplier additionally agrees to comply with the employee notice provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496), when applicable.**

#### **FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING**

Suppliers will recognize and respect the right of their 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 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.

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. Supplier will ensure that employees are ensured basic human rights. Denied human rights can include lack of access to food and water, forced labor, child labor and other illegal and/or unethical activities.

The supplier must report any violations of this policy by an NGS associate to the NGS Ethics and Compliance Department at [fgsethicsandcompliance@elevancehealth.com](mailto:fgsethicsandcompliance@elevancehealth.com).

If a supplier employee violates this policy, it must be reported by the supplier to the NGS Ethics and Compliance Department at [fgsethicsandcompliance@elevancehealth.com](mailto:fgsethicsandcompliance@elevancehealth.com).

### **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 NGS' ASSETS**

NGS has a variety of tangible and intangible assets that are of immense value to its competitiveness, success, and secure environment. They include not only valuable proprietary and confidential information, but physical assets. Protecting all of NGS' assets is very important. Their loss, theft or misuse jeopardizes the business and operations of NGS and its stakeholders.

The safeguarding of information entrusted by NGS to Suppliers is vital to NGS' 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 NGS' control.

### **PHYSICAL ASSETS**

Suppliers may only use NGS' property and other physical assets to provide services or fulfill its other contractual obligations to NGS. NGS assets include, but are not limited to, computers, email, internet/intranet, fax, phone, copiers, and time. In addition, no unauthorized software is to be downloaded to NGS' computers.



Suppliers must promptly report any activities that may compromise the security and the confidentiality of NGS' data to the NGS Ethics and Compliance Department at [fgsethicsandcompliance@elevancehealth.com](mailto:fgsethicsandcompliance@elevancehealth.com).

#### **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 is done with their user ID and password. Likewise, Suppliers may only use the user ID and password assigned to them to gain access to a NGS system. Violations of this policy can result in termination of your contract or agreement with NGS.

Use of instant messaging services is permitted only when participating in authorized NGS chat sessions or other authorized use. Personal use of NGS Internet resources to utilize any instant messaging services and personal email is prohibited. Inappropriate, inflammatory, and derogatory communications are prohibited, including chain emails, jokes, and the sending, receiving, or viewing of sexually explicit or suggestive, criminal content or other offensive communications.

Suppliers have no expectation of privacy when using NGS 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 NGS 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, and must be retained.

#### **RECORDS RETENTION**

In addition to any specific obligations regarding NGS records and files that may exist in the Supplier's written agreement with NGS, 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 NGS. During negotiating its agreement with NGS or during performance of its obligations thereunder, Supplier shall not deal directly with any NGS associate whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Supplier.

#### **LEGAL AND REGULATORY COMPLIANCE**

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

- Comply with all applicable statutory and regulatory requirements for government contracts entered into by NGS and for which Supplier 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 NGS.

### **SUPPLIER REPORTING**

All NGS Suppliers are responsible for promptly reporting actual or suspected ethics or compliance issues (E&C Issues) involving NGS or its affiliates through NGS' reporting mechanisms, including but not limited to the Ethics and Compliance Helpline or any member of NGS management. 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 800-438-4427 or 800-4ETHICS.
2. Send an email to: [fgsethicsandcompliance@elevancehealth.com](mailto:fgsethicsandcompliance@elevancehealth.com).
3. Send a letter to the following address:

**Chief Compliance Officer**  
National Government Services, Inc.  
Mail Point IN-NGS-Compliance  
220 Virginia Avenue  
Indianapolis, IN 46204

### **BRIBERY AND CORRUPTION**

NGS 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.



#### **ASSURANCES OF COMPLIANCE**

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

#### **MEETINGS WITH NGS ASSOCIATES**

Suppliers agree that their designated procurement associate will be given advance notice or will be present in any meetings with NGS 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 procurement associate, notification must be made by sending an email to [Purchasing.asf@elevancehealth.com](mailto:Purchasing.asf@elevancehealth.com).

#### **4. NGS PRIVACY AND SECURITY REQUIREMENTS**

NGS and its workforce have a responsibility to protect the confidentiality of sensitive information, including Personally Identifiable Information (PII) and Protected Health Information (PHI), it collects, uses, and discloses about its members and applicants. Suppliers that provide a service to or on behalf of NGS that 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 all Suppliers shall agree to the NGS System Security and Integrity Requirements Addendum.

#### **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 NGS. NGS 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 NGS against inappropriate access and disclosure at all times. Misappropriation of NGS confidential and proprietary information may constitute theft of NGS 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 NGS facilities. Suppliers must adhere to NGS security requirements and all safety standards, practices, and procedures. Supplier representatives are not permitted to possess permanent NGS ID access badges for any NGS 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.
- NGS security requirements and safety standards should be adhered to at all times.
- Visits must be scheduled directly with a NGS contact prior to access.



- NGS may, at its option, require Supplier and/or Supplier's employees or Subcontractors to sign separate agreements regarding access to NGS facilities or equipment.

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

- Urgent off boarding of temporary workers.
- Retrieval of temporary worker property.
- Return of NGS 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 to fulfill NGS requirements. If such use is permitted by any written agreement between NGS and the Supplier, the following shall apply:

- 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 NGS personnel.
- Supplier must make all due and payable payments to Subcontractor firm.

### **5. PROCUREMENT PROCESS TECHNOLOGY AND ELECTRONIC SIGNATURES**

NGS may require Suppliers to facilitate purchase and sale transactions under the Agreement by electronically transmitting and receiving data. The following are requirements of facilitating such transactions:

- i. NGS 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.
- ii. System Operations - NGS and Supplier, each at its own expense, shall arrange for the provision and maintenance of equipment, software, and testing necessary to transmit and receive Documents effectively and reliably.
- iii. Security Procedures - NGS and Supplier shall be responsible for using security procedures that are sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- iv. Signatures - Unless otherwise agreed to by the Parties, the purchase order number (issued by NGS) shall constitute NGS' 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 NGS 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 (a) 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, and (b) 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.

- v. 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.
- vi. 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.
- vii. 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.
- viii. 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, in any Transaction.
- ix. Validity - NGS and Supplier 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.

## 6. NGS 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 a NGS location. Additional types of checks may be required based upon the position and/or location and are at the sole discretion of NGS.

### **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 a NGS 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 NGS 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 provided or developed, and all names (alias/aka) provided or developed.
- Widescreen National Criminal Database Search (+county criminal if any “hit” obtained from nationwide search).
- Federal Criminal National Search (all ninety-four (94) federal jurisdictions including aliases/aka).
- Healthcare Sanctions Check.
- 10 Panel Non-DOT drug screen required for specified positions.
- U.S. 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 (3) employers or past 10 years, whichever comes first.
- Education Verification (highest level obtained post high school – including international).
- 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) \*
- I-9/E-verify – Supplier 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 EPLS Federal Programs (now known as SAM) are as follows:

<https://exclusions.oig.hhs.gov/>

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

Note that the checks performed of the OIG and SAM Excluded Parties list checks are to be performed at the time of hire.

#### REQUIRED ON-BOARDING DOCUMENTS

On-boarding documents are required for all Supplier personnel that will be assigned onsite to a NGS location. Prior to conducting business with NGS 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 NGS.

\*\*\*END OF DOCUMENT\*\*\*