Governance Plan

Colorado Access

Governance Plan

Colorado Access seeks to improve the overall health of the communities served and to increase access to health care. To do this, Colorado Access must be good stewards of the funding received to fulfill the company mission and maintain the company's reputation.

As a key component of being good financial stewards, and meeting the obligation to the community, Colorado Access strives to avoid any conflicts of interest. To ensure good governance standards for the board of directors, employees, governance and member councils, health plan providers, and vendors, Colorado Access adopted a six-prong conflicts of interest plan. Each prong of this plan contains a policy; procedures for identifying, disclosing and resolving conflicts; training and forms. The plan is also publicly available on the Colorado Access website.

BOARD OF DIRECTORS

The identification and resolution of conflicts of interest for boards of directors are required under federal regulations and state law. They are also matters of ethics, corporate responsibility and sound management practices that afford protection to all involved parties in cases where there are dual interests.

Colorado Access has an established conflict of interest policy for its board of directors, which requires disclosure of potential or actual conflicts of interest, including corporate opportunities and the financial interests of themselves or their employer. If a conflict of interest is determined to exist, the board member would be recused from participation in any discussion of or vote on the matter. Moreover, board members and corporate officers receive formal conflict of interest training and agree to abide by the board conflict of interest policy annually.

The Colorado Access board of directors confidentiality and conflict of interest policy can be found here, and the Annual Affirmation and Disclosure of Conflicts of Interest form found here. All board members, as well as Colorado Access executives, sign and complete the forms confirming they have reviewed the policy and provided information related to any conflicts of interest.

EMPLOYEES

Colorado Access operates by a set of core values and the company's code of conduct reflects these values. Adherence to the core values and code of conduct, found here, is a condition of employment and is a component of job and/or contractual performance evaluation. Colorado Access has an enterprise-wide compliance program to foster an environment that promotes the prevention, detection, investigation, and resolution of misconduct.

Specifically, every Colorado Access employee, as a condition of employment, must comply with the Conflict of Interest Policy, found here, and disclose all activities that may pose a potential conflict of interest. In addition to other compliance requirements, upon hire and periodically thereafter, all Colorado

Access employees are also required to sign a Confidentiality Agreement, found here. Employees are also required to adhere to the policy regarding gifts, meals and entertainment, found here.

GOVERNING COUNCILS

The governing councils provide oversight to assist Colorado Access in creating and implementing an effective system of care for members in Regions 3 and 5 as described in the RAE Governance Council Charter, available here.

MEMBER COUNCILS

The purpose of the member councils is to ensure that members, their family members, and caregivers have a voice in the projects and programs at Colorado Access. Council members represent a variety of communities and provide valuable insight into how Colorado Access may best serve its members. To achieve this, all Member Advisory Council members are asked to adhere to a code of conduct that includes disclosure of conflicts of interests, real or perceived, before participating in discussions or votes. This is outlined in the Member Advisory Council charter, available here.

HEALTH PLAN VENDORS (SEE SEPARATE SECTION BELOW ON PROVIDERS)

Colorado Access seeks to obtain all goods and services at the lowest cost while also meeting or exceeding specifications for performance, quality and availability. This is part of the company's efforts to be good stewards of its financial resources. In addition to the Purchasing and Procurement policy, found here, Colorado Access also performs background checks on vendors as needed.

PROVIDERS, INCLUDING ASSIGNEES, SUBCONTRACTORS, AND DELEGATES

The company's success lies in relationships with its providers who offer a high standard of care. Accordingly, Colorado Access supports the efforts of federal and state authorities in identifying incidents of fraud and abuse and has mechanisms in place to prevent, detect, investigate, report, and correct incidents of fraud and abuse. All professional provider agreements include detailed language regarding fraud and abuse. Additionally, our provider manual includes sections on confidentiality; and fraud, waste, and abuse.

The base professional provider agreement can be found here, and the provider manual can be found here.

Colorado Access seeks to follow sound governance practices in all streams of work and across various governing bodies. To achieve this, Colorado Access adheres to strict conflict of interest policies to ensure it is meeting the company's commitment to the community and state of Colorado.

COLORADO ACCESS
AMENDED AND RESTATED
CONFIDENTIAL INFORMATION
AND
CONFLICT OF INTEREST POLICY

ARTICLE I
PURPOSE

The purposes of this Confidential Information and Conflict of Interest Policy are to: (1) promote the confidentiality of the Corporation's Confidential Information, and (2) protect the interests of the Corporation by assuring that all Covered Persons disclose any actual or possible Conflicts of Interest to the Board as they develop. In all situations, the maintenance of Confidential Information, as well as full and timely disclosure provides protection for the Corporation and protects the other party against liability and violation of the fiduciary duties owed to the Corporation. The identification and resolution of Conflicts of Interest is required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Moreover, both the preservation of Confidential Information and the identification and resolution of Conflicts of Interest are matters of ethics, corporate responsibility and sound management practice that afford protection to all involved parties in cases where there are dual interests.

This policy is intended to supplement but not replace any applicable state laws governing confidential information and conflicts of interest. This policy is intended to supplement the Bylaws of the Corporation.

This policy shall not apply to employees or independent contractors of the Corporation or its Affiliates. The obligations of such individuals with respect to the Corporation shall be governed by policies and procedures adopted in connection with their employment or status as independent contractors.

ARTICLE II
DEFINITIONS

2.1 "Affiliate" means any entity in which the Corporation holds, directly or indirectly, (a) *partnership or limited liability company* - a profits or capital interest in a partnership or limited liability company that is greater than or equal to eighty percent (80%) of the entity's total profits or capital interests, or (b) *corporation* - a voting interest in a corporation that is greater than or equal to eighty percent (80%) of either the combined voting power of all classes of stock that are entitled to vote or the total value of shares of all classes of stock of such corporation.

2.2 "Attorney-Client Communications" means memoranda, letters, e-mails and other written communications, and discussions conducted in the presence of counsel, all for the purpose of seeking legal advice. See C.R.S. § 13-90-107(1)(b).

2.3 "Board" means the board of directors of the Corporation.

2.4 "CCMCN" means Colorado Community Managed Care Network.

2.5 "Confidential Information" means (a) any Trade Secret, Attorney-Client Communication and peer review information, (b) all other information not clearly known to the public about the Corporation's or any of its Affiliate's (i) operations, (ii) business or financial affairs, (iii) know-how, (iv) processes, (v) marketing, (vi) plans or projections, (vii) bids, (viii) techniques, (ix) products or services, (x) contracts or forms, (xi) research and development, and (xii) employees, members, agents and providers; and (c) other confidential information, regardless of whether it is written or verbal, or whether it is marked "confidential" or "proprietary," including without limitation, those categories of Confidential Information described on Exhibit A hereto. However, Confidential Information shall not include any information which (a) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure directly or indirectly by a Director in violation of the terms of this Policy) which public information includes certain filings with the Colorado Division of Insurance; (b) was available on a non-confidential basis from a source other than the Director, provided that such source was not bound by a confidentiality agreement with the Corporation; (c) was independently acquired or developed by the Director who received such information without violating this Policy or other duties owed to the Corporation; (d) that is already in the possession of the Director who received such information at the time of disclosure prior to the time of disclosure, or (e) that is released for disclosure with the consent of the Corporation.

2.6 "Corporation" means Colorado Access, a Colorado nonprofit corporation exempt from taxation under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended.

2.7 "Compensation" means direct and indirect remuneration, in cash or in kind (including royalties, consulting fees, speaking fees and research grants); provided, however, that Compensation does not include gifts, meals and business courtesies, unless they are substantial in nature.

2.8 "Conflict of Interest" means circumstances described in Article IV.

2.9 "Covered Person" means all Members, Officers, Directors and members of any committee with Board delegated powers, and, with respect to Conflicts of Interest arising from Financial Interests (including but not limited to Provider Contracting Conflicts) only, any community health center that is a member of CCMCN. If a person is a Covered Person with respect to any entity in the health care system of which the Corporation is a part, he or she is a Covered Person with respect to all entities in the health care system. If a Member has a Conflict of Interest, then any Director, Officer, or member of a committee who was nominated by such Member for that position or who is a director, officer, or employee of such Member shall be deemed to have the same Conflict of Interest as the Nominating Member. In no event shall an individual who is an employee or independent contractor of the Corporation or any of its Affiliates be a "Covered Person" for purposes of this policy.

2.10 "Director" means each member of the Board.

2.11 "Family Member" includes an individual's spouse, ancestors, children, grandchildren, great grandchildren, and the spouses of children, grandchildren and great grandchildren. For purposes of this definition, parties to a legally recognized civil union shall be treated as spouses.

2.12 "Financial Interest" has the meaning set forth in Section 4.2(b).

2.13 "Member" means a member of the Corporation, as listed in the Schedule of Members that is attached to the Bylaws of the Corporation, as amended and restated from time to time and, with respect to Conflicts of Interest arising from Financial Interests (including but not limited to Provider Contracting Conflicts) only, any community health center that is a member of CCMCN.

2.14 "Nominated Party" means a Director, Officer or committee member who was nominated by a Nominating Member to such position.

2.15 "Nominating Member" means the Member that nominated the Director, Officer or committee member with respect to his or her service to the Corporation. With respect to CCMCN, CCMCN and each community health center that is a member of CCMCN shall be separately considered a Nominating Member with respect to the Director nominated by CCMCN.

2.16 "Officers" mean the Chair, Vice Chair, Secretary and Treasurer of the Board. In no event shall an individual who is an employee or independent contractor of the Corporation or any of its Affiliates be an "Officer" for purposes of this policy.

2.17 "Provider" mean providers under contract with the Corporation.

2.18 "Provider Contracting Process" means any negotiation of or amendment to the terms and conditions (including specifically financial terms) of a Provider agreement between the Corporation and a Member or, in the case of CCMCN, an affiliated community health center that is a CCMCN member.

2.19 "Provider Staff" means the one or more staff members of any Member or, in the case of CCMCN, any affiliated community health center that is a CCMCN member, who are not also Directors, and who have been appointed by such entity as responsible for representing such entity with respect to the Provider Contracting Process.

2.20 "Representatives" mean directors, managers, officers, employees and consultants, as well as advisors with respect to financial, accounting and legal matters.

2.21 "Trade Secret" means the whole or any portion or phase of any technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to any business or profession which is secret and of value. See C.R.S. § 7-74-102.

ARTICLE III
CONFIDENTIALITY

3.1 Maintenance of Confidentiality of Confidential Information. Each Director shall maintain the confidentiality of Confidential Information and shall not use Confidential Information for any purpose except to the extent necessary to fulfill his or her obligations as a Director, Officer or committee member for the Corporation. Each Director agrees to maintain the confidentiality of all Confidential Information, regardless of whether written materials are labeled as confidential

and proprietary, and shall not disclose such Confidential Information, or any part thereof, to any person or entity who is not a Director, employee, agent or contractor of the Corporation, without the Corporation's consent.

3.2 Disclosure to Members and Providers. Nothing in this Policy shall prohibit the disclosure of Confidential Information to Members or Providers for the Corporation's appropriate corporate purposes.

3.3 Disclosure by Members. Each Member may disclose Confidential Information or portions thereof to those of its Representatives who reasonably need to know such information for the purpose of evaluating either (a) the Member's rights and obligations with respect to the Corporation, or (b) any proposed business transaction between the Corporation and the Member. Each Member agrees that it will be responsible for advising its Representatives of the confidential nature of the Corporation's Confidential Information and the confidentiality provisions of this policy. Each Member also agrees that the disclosures to its Representatives are subject to the confidentiality provisions of this policy, and that each Member shall be responsible for any breach of this policy by its Representatives, as if it had committed such breach.

3.4 Return of Confidential Information Upon Termination. Upon termination of the Covered Person's service with respect to the Corporation, any Confidential Information furnished to a Covered Person, and all copies thereof, shall be promptly returned to the Corporation or destroyed by the Covered Person (with a written certification of destruction provided by the Covered Person).

3.5 Examples. Presenting an exhaustive list of Confidential Information and related disclosure limitations is not possible or necessary. Exhibit A, as attached hereto, provides examples that set forth certain categories of information, notes whether such information is Confidential Information, and addresses disclosure to Directors, Members and Providers.

ARTICLE IV
CONFLICTS OF INTEREST

4.1 Types of Conflicts of Interest. Conflicts of Interest are those circumstances in which the interests of a Covered Person may potentially or actually conflict with the interests of the Corporation or may be perceived as potentially conflicting with the interests of the Corporation. Interests include not only the Covered Person's own interests but also the interests of any Covered Person's Family Member and, if a Covered Person was nominated by a Member with respect to his or her position at the Corporation, the interests of that Nominating Member. A Conflict of Interest only exists when the Board or the appropriate committee decides that a Conflict of Interest exists, pursuant to the procedures set forth in Article V.

4.2 Creation of Conflicts of Interest. For purposes of this policy, the following circumstances have the potential to create a Conflict of Interest:

(a) *Inside Information*. A Conflict of Interest may exist if a Covered Person or the Family Member discloses or uses confidential or inside information of or about the Corporation, particularly for the profit or advantage of a Covered Person or a Covered Person's Family Member.

(b) *Financial Interests*.

(i) A person has a Financial Interest if the person has, directly or indirectly, through business, investment or a Family Member:

(A) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(B) a Compensation or other financial arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(C) a potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

(ii) A Financial Interest is not necessarily a Conflict of Interest. Under Article V, a person who has a Financial Interest may have a conflict of interest only if the Board or an appropriate committee decides that a Conflict of Interest exists, provided that the following Financial Interests shall be deemed to be Conflicts of Interest:

(A) a Member has a Provider agreement or other financial arrangement with the Corporation which is being entered into, supplemented, amended, or revised; and

(B) a Director, Officer, or member of a committee is employed by a Member, and the Corporation is considering entering into, supplementing, amending, or revising a Provider agreement or other financial arrangement with the Member (referred to as "Provider Contracting Conflict").

(iii) For purposes of Section 4.2(b), the parties to a joint Member shall be deemed to be two (2) separate Members of the Corporation.

(c) *Corporate Opportunity*. A Conflict of Interest may exist when a Covered Person or the Covered Person's Family Member seeks to direct, use, usurp or otherwise undermine a corporate opportunity or enables another Covered Person or other organization including, but not limited to, an employer, affiliate, Provider or other affiliated or unaffiliated person or entity, to do so in order to create a competitive advantage for the party that is not the Corporation. For purposes of this policy, Corporate Opportunity means a business opportunity that, in the determination of the Board:

(i) the Corporation is financially able to undertake;

(ii) is in the Corporation's line of business and would be of practical value to the Corporation;

(iii) the Corporation has an interest in or reasonable expectation of the opportunity, and the Covered Person, by taking the opportunity, will create a conflict with the Corporation; and

(iv) the opportunity, in fairness, should belong to the Corporation.

A Covered Person shall not use or disclose Confidential Information relating to a Corporate Opportunity to or for the benefit of any person or entity other than the Corporation.

Full disclosure of any situation or other circumstances when there is an actual or possible Conflict of Interest resulting from a Corporate Opportunity is required to avoid any possible appearance of conflict and permit an impartial and objective review. A business opportunity that comes to a Covered Person or the Covered Person's Family Member in his or her individual capacity, is not essential to the Corporation, and is one the Corporation has no interest or expectancy in, is not a Corporate Opportunity for purposes of this policy.

Presenting an exhaustive list of Corporate Opportunities is not possible or necessary. Nonetheless, the following examples illustrate potential Corporate Opportunities which may give rise to a violation of this Policy:

- ***Example #1:*** At a Board meeting, a Director learns of a public request for proposal ("RFP") to which the Corporation is responding. The Director discloses the RFP to his or her employer, the Member that nominated him or her. The Member decides to submit a response to the RFP. The Director continues to participate in Board discussions regarding the Corporation's response to the RFP. The Director discusses the RFP with his or her employer, and makes recommendations for a competitive bid to be submitted by his or her employer. *Conclusion: Violation of the policy.*

- ***Example # 2:*** A Director learns of a contract that his or her employer or a Provider with which the Director or his or her employer is affiliated intends to pursue. The contract is an agenda item for an upcoming Board meeting. Before the agenda item is addressed, the Director discloses the potential conflict and, in accordance with this policy, is recused from participation in any discussion of or vote on the contract. *Conclusion: No violation of the policy.*

(d) *Additional Potential Conflicts of Interest.* Many other circumstances which could not possibly be listed here could give rise to a potential Conflict of Interest. These would include any instances where a Covered Person or the Covered Person's Family Member uses his or her relationship with the Corporation to create a competitive advantage for a party that is not the Corporation, at the Corporation's expense.

ARTICLE V
PROCEDURES

5.1 Duty to Disclose.

(a) *Confidential Information.* In the event that a Covered Person has disclosed or is contemplating the disclosure of Confidential Information, a Covered Person, regardless of whether the disclosure has been or is being made by such Covered Person, must report such

disclosure and all material facts to the Corporation. Such report may be made to either the (i) Board and members of any committees with Board delegated powers regarding such Confidential Information, (ii) Chair of the Board, (iii) President and Chief Executive Officer of the Corporation or (iv) Vice President of Legal Services of the Corporation. If the report is made to any party other than the Board and committee members, the recipient of the report will convey the report and all material facts to the Directors and, if applicable, committee members on an anonymous basis, unless the reporting party requests the disclosure of his or her identity.

(b) *Conflict of Interest.* In connection with any actual or possible Conflicts of Interest, a Covered Person must, regardless of whether the actual or potential Conflict of Interest involves such Covered Person, disclose the existence of the actual or possible Conflict of Interest and all material facts to either the (i) Board and members of any committees with Board delegated powers regarding the matter that is the subject of the Conflict of Interest, (ii) Chair of the Board, (iii) President and Chief Executive Officer of the Corporation or (iv) Vice President of Legal Services of the Corporation. If there is a question in the mind of the individual as to whether a particular duality of interest should be disclosed, it should be disclosed. If the disclosure is made to any party other than the Board and committee members, the individual to whom the disclosure was made will convey the disclosure and all material facts to the Directors and, if applicable, committee members on an anonymous basis, unless the disclosing party requests the disclosure of his or her identity.

(c) *Failure to Disclose.* If the Board or a committee has reasonable cause to believe that a Covered Person has failed to disclose either a violation of the confidentiality provisions of Article III or an actual or possible Conflict of Interest, it shall inform such person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. The analysis of such disclosure of Confidential Information or Conflict of Interest shall proceed as if it had been disclosed under this Section 5.1; however, if, after hearing the response of the Covered Person and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the person has in fact failed to disclose a violation of the confidentiality provisions of Article III or an actual or possible Conflict of Interest, the Board may, in its sole and absolute discretion, take appropriate disciplinary action, which may include, among other actions, removal of the person as a Director, Officer or member of a committee (as applicable).

5.2 Determining the Consequences of a Disclosure or Contemplated Disclosure of Confidential Information. After report of the disclosure or contemplated disclosure and all material facts is made to the Directors and committee members, and after any discussion with the Covered Person, the Covered Person shall leave the Board or committee meeting while the disclosure or contemplated disclosure is considered and it determines the appropriate disciplinary and corrective action or, in the case of a contemplated disclosure, whether the disclosure will be permitted. Disciplinary and corrective actions may include, among other actions, recusal of the individual from related discussions or removal of the person as a Director, Officer or member of a committee (as applicable).

5.3 Determining Whether a Conflict of Interest Exists. Unless deemed a Conflict of Interest pursuant to Section 4.2(b)(ii), the Board or committee will determine whether a disclosed circumstance constitutes a Conflict of Interest. Such determination will be made following

disclosure of the potential Conflict of Interest and all material facts, and any discussion with the Covered Person. The Covered Person shall leave the Board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining Board or committee members shall decide if a Conflict of Interest exists. If there is a determination that a Conflict of Interest exists or if the matter is deemed a Conflict of Interest pursuant to Section 4.2(b)(ii), the procedures under Section 5.4 shall apply.

5.4 Procedures for Addressing and Voting on the Conflict of Interest.

(a) Provider Contracting Conflicts.

(i) Nominated Party shall not participate in or seek to influence the outcome of the Provider Contracting Process with Corporation staff on behalf of his or her Nominating Member. Each Nominated Party is excluded from the Provider Contracting Process with respect to his or her Nominating Member.

(ii) Each Nominated Party shall ensure that his or her Nominating Member has designated Provider Staff. The Provider Staff's responsibility shall include all direct negotiation with the Corporation's staff in connection with the Provider Contracting Process. For purposes of this Policy, the Corporation's staff includes, without limitation, the Corporation's Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and other Corporation staff with responsibility for the Provider Contracting Process.

(iii) Nominated Parties shall not participate in the Provider Contracting Process with the Corporation's staff on behalf of their Nominating Members. To this end, Nominated Parties will not directly communicate with the Corporation's staff concerning any terms and conditions (including specifically any financial terms) relating to the Provider Contracting Process. Furthermore, Nominated Parties shall not directly or indirectly attempt to exert influence over or otherwise affect the outcome of the Provider Contracting Process by interacting with the Corporation's staff or otherwise communicating the Nominated Party's individual views concerning any such matter to the Corporation's staff.

(iv) Notwithstanding the foregoing, this Policy is not intended to affect the internal management structure of the Nominating Members. In carrying out their duties on behalf of the Nominating Members, a Nominated Party, in his or her role with respect to his or her Nominating Member, may exercise responsibility for the approval of Provider agreements between the Corporation and the Nominating Member, to the extent consistent with the Nominating Member's internal management structure. For example, a Nominated Party, in his or her role with respect to his or her Nominating Member, may communicate to Provider Staff a range of acceptable terms for the affiliated Provider Entity's provider agreement. The Provider Staff may then negotiate the provider agreement consistent with these terms. Additionally, the Provider Staff may communicate with the Nominated Party, in his or her role with respect to his or her Nominating Member, from time to time concerning the status of Provider Contracting Process and may provide him or her with information relative to the Provider Contracting Process.

(i) Any vote of the Board relating to the Provider Contracting Process shall be considered in accordance with this Policy.

(b) Other Conflicts of Interest.

(i) A Covered Person may make a presentation at the Board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the matter resulting in the Conflict of Interest.

(ii) The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate the terms and conditions of the matter resulting in the Conflict of Interest.

(iii) If the underlying matter is a Financial Interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is fair and reasonable to the Corporation and is in the best interests, or not opposed to the best interests, of the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

(iv) If all of the Members have a Financial Interest in a proposed transaction being considered by the Board and all Class A Directors or all committee members have been nominated by a Member, then the Class A Directors may participate in the discussion of and vote on the transaction and the Board or committee shall determine whether the transaction is fair and reasonable to the Corporation and is in the best interests, or not opposed to the best interests, of the Corporation in accordance with the voting and quorum requirements set forth in the Bylaws.

(v) If the underlying matter is not a Financial Interest, the Board or committee shall determine the appropriate consequence, which may include, among other actions, recusal of the individual from related discussions or removal of the person as a Director, Officer or member of a committee (as applicable).

ARTICLE VI
RECORDS OF PROCEEDINGS

The minutes of the Board and all committees with Board delegated powers shall contain:

(a) Unless a disclosure is anonymous pursuant to Section 5.1, the names of the persons who disclosed, or otherwise were found to have been engaged in circumstances that could result in a violation of the confidentiality provisions of Article III or an actual or potential Conflict of Interest, the general nature of the surrounding circumstances, any action taken to determine whether a violation of the confidentiality provisions of Article III occurred, whether a contemplated disclosure would be permitted or whether a Conflict of Interest was present, and the Board or committee's related decision.

(b) The names of the persons who were present for discussions and votes relating to the matter, the general content of the discussion, including, if applicable, the discussion

of the terms and conditions of any proposed and alternate transactions or arrangements, as well as a record of any votes taken in connection therewith; however, the record will not indicate the person to whom any specific comment or vote is attributable, unless such disclosure is unanimously requested by the individuals present at the discussion or vote.

ARTICLE VII
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement that which affirms that such person

(a) has received a copy of this policy;

(b) has read and understands the policy;

(c) has agreed to comply with the policy; and

(d) understands that the Corporation is a social welfare organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VIII
PERIODIC REVIEWS

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted by a committee designated by the Board. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether Compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether acquisitions of physician practices and other provider services result in inurement or impermissible private benefit.

(c) Whether partnership and joint venture arrangements and arrangements with management service organizations and physician hospital organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

(d) Whether agreements to provide health care and agreements with other health care providers, employees, and third party payors further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

ARTICLE IX
USE OF OUTSIDE EXPERTS

In conducting the periodic reviews provided for in Article VIII, the Corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

EXHIBIT A

The following examples are not exhaustive and may be subject to exceptions from time to time. Disclosure of all or a portion of certain Confidential Information to a Member, Provider or other entity may be appropriate for a Colorado Access business purpose, such as to seek financial support (including refunds, subordinated debt, a discount on fees, allocation of distributions), or to pursue a Colorado Access business opportunity. Such disclosure should be in accordance with the Colorado Access Amended and Restated Confidential Information and Conflict of Interest Policy. Consult with the compliance officer or Vice President of Legal Services, if questions arise.

Category of Information	Confidential Information?	Disclosure to Director	Disclosure to Member	Disclosure to Provider
President's Report	Yes	Yes	No	No
Attorney-Client Communications	Yes	Yes	No	No
Executive Session Minutes	Yes	Yes	No	No
Finance Committee Reports and Minutes	Yes	Yes	No	No
Audited Financials – Filed with the Division of Insurance	No	Yes	Yes	Yes
Unaudited Financials – Not Filed with the Division of Insurance	Yes	Yes	No	No
Quarterly Unaudited Financials – Filed with the Division of Insurance	No	Yes	Yes	Yes
Competitive Pricing Information Under Provider Agreements	Yes		No	No, except for the Provider's own pricing information
Strategic Plans	Yes	Yes	No	No
Certain Marketing Plans	Yes	Yes	No	No
Request for Proposals –	No	Yes	No, but Member may	No, but Provider may
Public			Independently obtain from public source	Independently obtain from public source
Annual Budget	Yes	Yes	No	No
Summary Budget – Filed With the Division of Insurance	No	Yes	No, but Member may independently seek to obtain from Division of Insurance	No, but Provider may independently seek to obtain from Division of Insurance
Response to Request for Proposals	Yes	Yes	No, but Member may independently obtain from public source	No, but Provider may independently obtain from public source

Category of Information	Confidential Information?	Disclosure to Director	Disclosure to Member	Disclosure to Provider
Quality Committee Minutes, including Peer Review Information	Yes	Yes, in conjunction with peer review processes	No	No, except for Provider's own information
Audit & Compliance Committee Minutes	Yes	Yes	No	No

ANNUAL AFFIRMATION – OFFICERS AND DIRECTORS

Print Name: _____

The undersigned is a Director of the Board of Colorado Access, a Colorado nonprofit corporation and, in such capacity, hereby affirms that he/she:

(a) has received a copy of the most current Colorado Access Amended and Restated Confidential Information and Conflict of Interest Policy (the "Policy");

(b) has read and understands the Policy;

(c) agrees to comply with the Policy;

(d) understands that Colorado Access is a social welfare organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes;

(e) understands that his/her conduct is subject to the general standards of conduct for the directors and officers of nonprofit corporations under applicable Colorado law, which includes, without limitation, the statuary provision attached hereto as Exhibit A; and

(f) has disclosed all potential conflicts on the form attached hereto as Exhibit B.

Signature: _____ Date: _

EXHIBIT A

Colorado Revised Statutes § 7-128-401. General standards of conduct for directors and officers

(1) Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority:
   (a) In good faith;
   (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
   (c) In a manner the director or officer reasonably believes to be in the best interests of nonprofit corporation.

(2) In discharging duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:
   (a) One or more officers or employees of the nonprofit corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented;
   (b) Legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence;
   (c) Religious authorities or ministers, priests, rabbis, or other persons whose position or duties in the nonprofit corporation, or in a religious organization with which the nonprofit corporation is affiliated, the director or officer believes justify reliance and confidence and who the director or officer believes to be reliable and competent in the matters presented; or
   (d) In the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

(3) A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (2) of this section unwarranted.

(4) A director or officer is not liable as such to the non profit corporation or its member for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this section.

(5) A director, regardless of title, shall not be deemed to be a trustee with respect to the nonprofit corporation or with respect to any property held or administered by the nonprofit corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

(6) A director or officer of a nonprofit corporation, in the performance of duties in that capacity, shall not have any fiduciary duty to any creditor of the nonprofit corporation arising only from the status as a creditor.

(7) No person shall be liable in contract or tort merely by reason of being a director, officer, or member of a nonprofit corporation that was suspended, declared defunct, administratively dissolved, or dissolved by operation of law, and the business or activities of which have been continued for nonprofit purposes, with or without knowledge of the suspension, declaration, or dissolution, and the business and activities of which have not been wound up.

EXHIBIT B
COLORADO ACCESS BOARD OF DIRECTORS
DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Please list and describe all contract arrangements/appointments/employment relationships that might pose a conflict of interest in your role either as a Director on the Colorado Access Board or as a member of the Expanded Executive Team of the Company. This listing shall be updated annually or as needed to maintain an accurate accounting of potential conflicts.

OUTSIDE ACTIVITY WHICH MAY POSE A CONFLICT OF INTEREST

Organization: _

Role: _

Time Devoted
Per Week: _

Organization: _

Role: _

Time Devoted
Per Week: _

Organization: _

Role: _

Time Devoted
Per Week: _

Organization: _

Role: _

Time Devoted
Per Week: _

Signature: _____

Printed Name: _____ Date: _

OUR CORE VALUES & CODE OF CONDUCT

Colorado ACCESS

01 21-156 0521A

CORE VALUES AND CODE OF CONDUCT

Colorado Access, its subsidiaries and affiliated entities, are dedicated to providing access to high quality health care services to members while conducting business in an ethical manner. We must act with honesty, respect and integrity in all aspects of our operations.

Colorado Access operates by a set of core values and the Code of Conduct reflects those values.

This Code of Conduct ("Code of Conduct" or "Code") is the foundation of the Colorado Access compliance program.

Compliance means doing what we must do to meet the requirements that govern our business, including laws, rules, regulations, contract requirements and internal policies and procedures.

Ethics means doing what we should do in our actions with others, with respect to what is right and wrong.

It is the responsibility of every individual who provides services to Colorado Access to adhere to the Code of Conduct and Colorado Access compliance program.

Our collective dedication to upholding the Code of Conduct will keep us on the path to future success in a manner that is aligned with our core values.

OUR CORE VALUES

- Compassion
- Trust
- Excellence
- Collaboration
- Innovation
- Diversity, Equity & Inclusion

PURPOSE AND OVERVIEW

Each of us has an obligation to act honestly and ethically. The Code of Conduct serves as a guideline to help us understand how to do the right thing while achieving our mission, strategies and goals. The Code describes the behaviors we demonstrate while conducting business and is an integral part of our compliance plan and culture.

Our Code provides the framework to put our company's values into action. For purposes of this code, "Colorado Access," the "Company," "we," "us," or "our," refer collectively to Colorado Access, its subsidiaries and affiliated entities' employees and boards of directors, and anyone acting on behalf of Colorado Access. "You" refers collectively to workforce members of Colorado Access subsidiaries and affiliated entities.

Colorado Access has developed an enterprise wide compliance program to foster an environment that promotes the prevention, detection, investigation and resolution of misconduct.

We have an obligation to respect and meet the needs of our key stakeholders including government agencies, members and families, our local communities and each other. We must demonstrate honesty, integrity, fairness, respect, confidentiality, safety and quality in the way we do business.

The Code applies to all members of the Colorado Access workforce. It supplements, and does not take the place of, Colorado Access policies and procedures or the employee handbooks.

Adherence to the Code of Conduct is a condition of employment and is a component of job and/or contractual performance evaluation. Any questions about the Code should be directed to your supervisor, a member of the compliance team or the chief compliance officer.

The Colorado Access workforce respects and meets the needs of our key stakeholders:

- Government agencies
- Members
- Families
- Local communities
- Each other

SAFETY • RESPECT • HONESTY • QUALITY • INTEGRITY • FAIRNESS • CONFIDENTIALITY

THE STANDARDS

ABIDING BY THE LAW

We will be familiar with the applicable laws, rules and regulations governing our work and we will conduct business accordingly. Colorado Access will not tolerate the violation of laws, rules and regulations, whether willful or not, that apply to our business operations.

Colorado Access will cooperate with government officials conducting unannounced visits or investigations. We maintain all documentation in anticipation of, or related to, a request for the information. We will treat all government auditors, investigators and other government representatives with respect and courtesy and respond truthfully. We have a written policy and procedure on how to respond to government visits, audits and investigations.

DOCUMENTATION AND RECORD KEEPING

Colorado Access will maintain accurate and complete information and do so in a timely manner. Our documentation related to our business, including member records, employee records and financial records, will be accurate and maintained in accordance with applicable rules and regulations. We will not knowingly process or approve a false, fraudulent or fictitious claim for payment.

Any reports or claims we submit will be accurate and truthful. We will promptly correct any identified deficiencies or errors in documentation.

CONFIDENTIALITY

Colorado Access will protect and properly use information whether related to members, employees, providers or Colorado Access business dealings. We will use information only for its intended purposes; confidential and proprietary information will be accessed and used only as needed to perform specific job responsibilities. Confidential or proprietary information will not be disclosed without proper authorization. Confidential and proprietary information includes, but is not limited to:

- Data
- Documents
- Contracts
- Medical Records
- Member Files
- Claims
- Email
- Requests for Proposals and Responses (RFPs)
- Methods of Operation
- Business Practices
- Policies and Procedures
- Strategic Plans and Planning Documents
  Board of Directors Documents
- Information Systems
- Financial Data/Reports
- HR/Employment Records

All Colorado Access workforce members are required to sign a confidentiality agreement upon hire and periodically thereafter. Workforce members will seek guidance as needed from the compliance and legal department.

Colorado Access operates by a set of Core Values and the Code of Conduct reflects those values.

AVOIDING CONFLICTS OF INTEREST

A conflict of interest arises when you, or a member of your immediate family, have a financial or other interest that might influence your judgment or actions on behalf of Colorado Access. The appearance of a conflict of interest may be just as harmful as an actual conflict.

We will avoid situations or conduct that could influence (or appear to influence) objective decisions required in our job performance. We will also refrain from conduct that could raise questions as to the honesty and integrity of Colorado Access or otherwise negatively impact its reputation.

Workforce members will disclose any actual or potential conflicts of interest such as outside employment, advisory board and board of director activities, ownership interests in any provider or business entity that we conduct business with and/or any other activity that may pose an actual or potential conflict of interest upon hire and as they arise.

COMPETING FAIRLY

We will compete fairly and ethically for all business opportunities. We will not make any agreement, arrangement or discussion with competitors concerning prices, terms and conditions of contracts that could be interpreted as price fixing or anti-competitive behavior.

We will not engage in any formal or informal agreement with a competitor to refrain from doing business with a particular customer, provider or in a geographic region. We will not use competitor information that is deemed confidential or proprietary to seek unfair advantage in the marketplace.

GIVING AND RECEIVING BUSINESS COURTESIES

Colorado Access will conduct business ethically and in compliance with rules and regulations that govern how we deal with potential referral sources and partners. Colorado Access will not offer or receive any business courtesy (gift, meal or entertainment) in exchange for referrals.

Colorado Access has policies and procedures that describe when and how workforce members may give or receive gifts, meals or entertainment from referral sources, business partners and other non-employees. Use good judgment and discretion to avoid even the appearance of impropriety or obligation in giving or receiving gifts and entertainment. You must never offer to give money directly or indirectly to influence, obtain or retain business. Such payments may be considered bribes or kickbacks that violate company policies and laws.

You should be certain that any gift given or received, or entertainment hosted or attended does not violate the law, customary business practices or the Code. We will not accept cash or cash equivalents (such as gift cards) under any circumstances. This standard does not apply to gifts given between Colorado Access employees for non-work related purposes and does not apply to any gift, incentive or bonus given to employees by the company.

POLITICAL ACTIVITY AND CONTRIBUTIONS

Colorado Access encourages employees to participate fully and actively in the political process. It is important, however, that employees separate personal political activities from Colorado Access business activities. We will not use Colorado Access resources, including email, to solicit personal support or express personal political views and will not use the Colorado Access name in political advertisements or fundraising materials.

We will not use corporate funds to support any individual candidate or political party. Individual contributions by employees will not be reimbursed by Colorado Access, either directly or indirectly. We will comply with government laws, rules and regulations regarding corporate lobbying activities.

PROTECTING ASSETS

Workforce members will use Colorado Access assets correctly and in a reasonable manner to protect against loss, theft, destruction, waste and misuse. Our assets include, but are not limited to, company time, equipment, furniture, inventory, funds, computer software and hardware, supplies, operational and financial data, business strategies, financial data, and other confidential or proprietary information about the company, its employees, members/consumers/families, network providers and corporate members.

Upholding the Code of Conduct will keep us on the path to future success.

HOW WE TREAT OTHERS

We are committed to providing a positive, safe and cooperative work environment in which all workforce members are treated in a fair and equitable manner. We will serve our customers in a professional manner with integrity and respect and will identify and meet standards for ensuring quality of care, accessibility to quality providers, and availability of services to our members.

We will apply the Colorado Access Code of Conduct and internal policies and procedures equally to all Colorado Access workforce members regardless of position in the workplace. We will take all reasonable precautions and follow applicable safety rules and regulations to maintain a safe environment for our members/consumers/families and visitors, as well as members of the Colorado Access workforce.

We will foster a work environment based on mutual respect, honesty and integrity, and recognition of cultural diversity:

- We will show respect and consideration for one another.
- We will not tolerate any form of violence, threats, abuse, harassment or discrimination.
- We will foster a work environment free of solicitation from employees.

ASKING QUESTIONS AND SPEAKING UP

All levels of management will demonstrate and promote a commitment to ethical and legal behavior that is consistent with the Colorado Access Code of Conduct.

We need everyone's participation to address concerns; we are all required to report any questions or concerns. Promptly report any suspected or actual violation of laws, rules and regulations to a supervisor, the chief compliance officer, a member of the compliance team, or the Compliance Hotline at **877-363-3065**.

We will review and investigate all reports and questions in a confidential and impartial manner. There is a non- retaliation policy protecting individuals who make such reports. The chief compliance officer will investigate complaints about retaliation.

ADDITIONAL GUIDANCE AND RESOURCES

The Code of Conduct describes the behaviors we expect while policies and procedures provide specifics about what to do in the various situations faced by workforce members. Refer to the specific policies and procedures for detailed information and if you need additional guidance or your question isn't covered by a policy and procedure or department manual, speak with your supervisor or a member of the compliance team.

If there ever appears to be a conflict between the Code of Conduct and other Colorado Access documents, ask your supervisor or a member of the compliance team for clarification. The Code of Conduct, employee handbooks and internal policies and procedures are available through the company intranet, or through a member of the compliance team.

information as governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, except under the terms of policies and procedures HIP201 Protection of Member Individually Identifiable Health Information and HIP204 Security of Electronic Protected Health Information.

Employees must report any known or suspected violation of this policy to their supervisor, a member of Human Resources, the CCO, or the Compliance Hotline. Any violation of this policy may result in disciplinary action, including termination of employment.

To highlight the concern for the protection of confidential information, employees, contractors and volunteers (as appropriate) are required to sign a Confidentiality Agreement on an annual basis. This is a condition of employment with the Company. If a Confidentiality Agreement is not signed for any reason, commencement of work or engagement with Access Management Services, LLC constitutes acceptance of and agreement to comply with all the terms and conditions of the Confidentiality Agreement.

Upon the separation of employment, employees must immediately surrender and deliver all originals and copies of all confidential information.

INTELLECTUAL PROPERTY & COPYRIGHTS

To demonstrate the Company's respect for intellectual property rights and its compliance with U.S. copyright law, the Company sets forth the following guidelines for employees regarding copyrighted materials:

Employees are responsible for:

- Considering all published materials protected under the federal Copyright Act.
- Safeguarding against unauthorized reproduction of copyrighted material.
- Verifying legal reproduction of materials with Copyright Clearance Center's registry at www.copyright.com.

For more information regarding this policy, contact the Legal Department.

Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. A conflict of interest arises when an employee, or a member of their immediate family, has a financial or other interest that might influence their judgment or actions on our behalf. The appearance of a conflict may be just as harmful as an actual conflict. For the purposes of this policy, a family member includes: an individual's spouse, ancestors, children, grandchildren, great grandchildren, and the spouses of children, grandchildren and great grandchildren. Note: Parties to a legally recognized civil union shall be treated as spouses.

Every employee, as a condition of employment, must comply with the Company's conflict of interest policy and disclose all activities that may pose a potential conflict of interest. Contact Human Resources or Compliance for more information, to request a disclosure form, or with questions about conflicts of interest.

Access Management Services, LLC
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by Access Management Services, LLC ("AMS"), a Colorado limited liability company and wholly owned subsidiary of Colorado Access, a Colorado nonprofit corporation ("Colorado Access"), and the undersigned who is an employee, intern, temporary employee, contractor or volunteer on a regular, temporary or temporary-to-hire basis ("Individual") of AMS. Individual acknowledges that in his/her employment, internship or in a volunteer capacity, Individual agrees to the covenants and conditions contained in this Agreement.

DEFINITION OF "CONFIDENTIAL INFORMATION": During the course of his/her employment, internship or in a volunteer capacity with AMS, Individual shall gain access to certain "Confidential Information," which is defined as any and all AMS, Colorado Access, or Colorado Access affiliated subsidiaries and enterprises (collectively "Company") information, whether written, recorded or stored on paper, disk, diskette, tape, computer memory or other tangible medium, relating to performance, sales, financial, governance, operations, contractual, marketing, advertising, pricing, sales, member health, membership, client, customer, software (including but not limited to object codes, program codes and/or software applications), computer program, IT, and trade secret files, records, lists, forms, data, research, products, concepts and/or processes, as well as privacy protected patient, employee, or vendor information. This includes all proprietary Company information regarding employees, members, agents, and providers of Company and its affiliates, and the methods, practices and procedures by which Company conducts its business. Confidential Information also includes proprietary information of third parties disclosed to Company by a third party during the course of business. Confidential Information shall be deemed to include all or any of the foregoing information, except for information which is: (a) at any time in the public domain other than (i) in violation of this Agreement or (ii) by the acts of another person or entity which is bound by a confidentiality agreement with Company or is otherwise prohibited from transferring such information; (b) at any time rightfully received by Individual in writing from a third party who has the right to furnish such information to Individual without restriction on disclosure or use; (c) rightfully known to Individual without any restriction on disclosure or use prior to receipt of such information from Company and Individual presents written evidence thereof reasonably satisfactory to Company; (d) generally made available in writing to third parties by Company without restriction on disclosure or use; or (e) required under operation of law to be disclosed.

_____1. Individual will maintain the confidentiality of all Confidential Information as defined above, and will not disclose any Confidential Information or any part thereof to any person or entity not a member of AMS or an employee, consultant, or advisor of Company. Individual will not at any time, either during his/her employment, internship, or volunteer status with AMS or thereafter, use for his/her own benefit, or divulge, furnish or otherwise make available, either directly or indirectly, to any person, firm, corporation or other entity any Confidential Information used by or relating to Company. Individual shall keep all Confidential Information strictly and absolutely confidential.

_____2. Individual agrees that in the event that any third party makes a request or serves a subpoena on him/her to examine, inspect, produce or copy any documents or records containing Confidential Information or requests him/her to provide testimony which would disclose or reasonably could be anticipated to disclose Confidential Information, Individual shall notify Company immediately of such request or subpoena and, to the extent reasonably possible, shall refrain from making any response until Company shall have had an opportunity to review the request or subpoena and determine what response should be given. In the event that Company initiates appropriate legal action to prohibit responding to the request or to quash the subpoena or any administrative process, Individual shall cooperate provided Individual shall not be obligated to neglect or defy any court or agency order.

_____3. Individual, upon the cessation of his/her employment, internship, or volunteer status with AMS or upon the termination of his/her employment, internship, or as a volunteer with AMS whichever occurs first, will immediately surrender and deliver to AMS all originals and copies of all lists, books, records, memoranda, documents and data of every kind and in every form (i.e., electronic or hard copies) relating to the Confidential Information of Company and all other property belonging to Company.

_____4. Individual, during his/her employment, internship, or as a volunteer with AMS or upon the cessation or termination of his/her employment, internship, or as a volunteer with AMS will immediately report any known or suspected violation of this Agreement or of any Company policy by any other employee, intern, consultant, agent, advisor or any entity with an existing or prospective business relationship with Company to his/her supervisor, another manager, the Chief Compliance Officer, or the Compliance Hotline.

_____5. Individual agrees that his/her obligations under paragraphs 1-4 of this Agreement shall survive for a period of five (5) years after termination of Individual's relationship with AMS.

_____6. To the extent provided by law, Individual shall protect the confidentiality of all Company member records. Except for purposes directly connected with the performance of his/her employment, internship or as a volunteer, no information about or obtained from any Company member in possession of Individual shall be disclosed in a form identifiable of the Company member without the prior written consent of the Company member or designated representative, or a minor's parent or guardian, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify any particular member. Individual agrees that obligations of Individual under this paragraph 6 shall survive indefinitely after termination of Individual's relationship with AMS.

_____7. Individual acknowledges that a breach of any provision of this Agreement may result in continuing and irreparable damage to Company for which there may be no adequate remedy of the law. Company, in addition to all relief available under the full extent of the law, shall be entitled to the issuance of an injunction restraining the undersigned from committing or continuing any breach of this Agreement.

_____8. If any provision of this Agreement shall be determined by a court having jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal or unenforceable provision was not originally a part of this Agreement. Individual shall indemnify and hold harmless Company from and against any and all damages, liabilities, actions, suits, proceedings, lawsuits, costs and expenses (including but not limited to reasonable attorneys' fees, expert fees and court costs) arising out of or relating in any way to the breach by Individual of this Confidentiality Agreement and/or the enforcement of this indemnification.

_____9. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, irrespective of the fact that a party hereto may not be a resident of that State. Venue for any legal action or proceeding shall be the state courts of Denver County, Colorado.

_____10. INDIVIDUAL REPRESENTS THAT HE/SHE HAS ASKED ANY QUESTIONS AND RECEIVED CLARIFICATION ON ANY ISSUES OR CONCERNS TO HIM/HER UNDER THIS AGREEMENT.

INTENDING TO BE LEGALLY BOUND**,** the parties have executed this Confidentiality Agreement as of the date first above written.

Individual	**Human Resources**
_____	_____
Signature	Signature
_____	_____
Printed Name	Title
_____	_____
Date	Date

Gifts, Meals and Entertainment – CMP216

Subject: Gifts, Meals and Entertainment	**Effective:** July 1, 2016
Policy #: CMP216	**Review Schedule:** Annual or as needed

Applicability:

This policy applies to all workforce members. This policy does not apply to gifts or business courtesies given to Colorado Access workforce members by Colorado Access ("COA"). This policy does not apply to population health or targeted incentive programs that have been reviewed and approved by the Compliance Department.

Definitions

Business purpose: means that a substantial goal and significant reason for the event is to further the business of COA or improve care to its members. Examples could include, but are not limited to, a meeting with a provider to discuss co-locating services, or with a supplier to discuss available business software.

Gifts and gratuities: means tangible items or intangible benefits that would have value to a reasonable, objective person observing the interaction. Examples include but are not limited to flowers, promotional items, discounts, travel and/or lodging expenses, tickets to sporting or entertainment events. The term is intended to be expansive, and if it is unclear or ambiguous whether the item or service has value, COA will construe in favor of determining the item or service a 'gift' or a 'gratuity.'

Nominal Value: A monetary value assigned to gifts, not to the value assigned in this policy. For purposes of this Policy, workforce members may use their best judgment to assign a reasonable estimated value to the gifts.

Population health and/or targeted incentive program: means a program that is specific to a defined group of members rather than an individual member. Examples include but are not limited to cancer screening initiatives and well-child and immunization programs.

Vendor: Any individual or company that currently sells goods and/or services to, or seeks to do business with COA.

Policy:

The acceptance of gifts and meals must comply with applicable laws and meet ethical standards. Improper payments and practices of kickbacks or rebates are unethical and in many cases illegal. COA workforce members and contractors will not give or accept gifts, payments, meals, entertainment or other benefits that might influence member care, benefits, or the decisions made on behalf of COA. Employees and agents should not receive personal gain through purchases or sale of goods or services to or by COA.

This policy is intended to address a broad spectrum of situations that may involve interactions between COA workforce members and vendors, members, and government employees. In the event questions

arise about situations that do not appear to be covered by this policy, COA workforce members should seek advice from the Chief Compliance Officer.

COA workforce members are prohibited from soliciting gifts; however gifts of a nominal value and on an occasional basis may be accepted. Any gifts that would influence or appear to influence a workforce member in the conduct of his/her responsibilities at COA shall never be accepted. Acceptance of cash is never acceptable.

1. General Rules and Prohibitions.

a. Solicitation for personal use of any gifts, payments, meals, or any other items of value by COA workforce members is never allowed.

b. COA workforce members shall not offer or accept any gift in exchange for referrals.

c. COA workforce members should never give or receive cash, checks or other financial instruments in the course of their business with and for COA.

d. Small, token gifts and gratuities may be appropriate to demonstrate appreciation but at all times must be modest, infrequent, and less than $100 in individual value and less than $200 total during any one calendar year.

    i. Dollar amounts are issued for ease of interpretation. Any gifts, gratuities, or meals offered either above these limits or which are difficult to value should be discussed with the Chief Compliance Officer.

e. Perishable or consumable gifts, such as fruit baskets or candy, given to a department or group to share are not subject to a specific limitation, as long as not deemed to be excessive by senior management.

f. Meals or food given or received in the course of COA business or for a COA business purpose may be appropriate, but at all times must be modest, infrequent, and less than $50 in value per meal.

g. SEP Employees. *All Single Entry Point employees are prohibited from giving or receiving gifts or gratuities of any kind from any third party.*

2. Government Officials.

a. Colorado Access employees must not offer, give, or solicit gifts of substantial value to or from any federal, state or municipal government official.

b. When allowed by the governmental agency, COA may provide nominal non-cash gifts, not to exceed a value of $10.

c. When allowed by the governmental agency, COA may provide meals and refreshments to government officials in conjunction with business activities, as long as the cost per meal is

less than $50. However, some agencies may not allow employees to accept meals at all; it is the responsibility of COA workforce members to confirm such rules prior to offering meals.

d. Employees may not accept gifts or gratuities of any form under any circumstances from government officials.

3. **Members**. This section applies to gifts given to individual members rather than members who are part of an approved targeted population health or incentive program.

   a. We may give non-cash gifts to members; cash or cash equivalents such as gift cards are prohibited.

   b. We may give non-cash gifts to potential members that do not exceed $5 in value per gift, and do not exceed $50 during any one calendar year.

   c. All gifts to members must be pre-approved by the Office of Member and Family Affairs.

   d. We may not receive cash or non-cash gifts from members, under any circumstances.

4. **Stipends for Speaking Engagements.** Any cash gift offered to a full time workforce member as a stipend for a speaking or similar engagement while representing and speaking on behalf of COA will be referred to the Colorado Access Foundation for donation purposes, as appropriate.

5. **Questions** about the interpretation of this policy and the specific application of undefined terms should be addressed to the Chief Compliance Officer.

Procedures

1. Before giving or accepting a gift, meal or entertainment, COA workforce members will consult this policy and seek appropriate approvals as necessary. In the event of a question about the appropriateness of a gift, gratuity or meal, the COA workforce member will contact the Compliance department for clarification.
2. Employees will fully document all expenditures when requesting reimbursement for gifts or meals, as appropriate, according to COA reimbursement guidelines and policies.

	Cash, Checks or Gift Certificates	**Gifts and Gratuities (tokens of appreciation and business courtesies)**	**Meals**
Received by COA **from outside entities**	Never	Infrequent (Never from government officials) **$100 per/$200 annual**	Must have a business purpose **$50 per person/meal**
Given by COA personnel **to outside**	Never	Infrequent	Must have a business

entities (non-government)		**$10 per gratuity where allowed by government agency**	purpose **$50 per person/meal where allowed by government agency**
Given by COA personnel **to government employees**	Never	Infrequent **$10 per gift/gratuity**	Must have a business purpose **$50 per person/meal where allowed by government agency**
SEP Employees	Never	Never	Never
Given by COA **to Members**	Never	N/A	N/A
Received from Members	Never	Never	Never

Regional Governing Council Charter

Regional Accountable Entity (RAE) led by Colorado Access (COA)

1. Purpose

The Regional Accountable Entity (RAE) for Region 3 and Region 5 is a collaboration of affiliated integrated delivery systems, hospital systems and individual providers. The RAE model provides an innovative and unique opportunity to join physical and behavioral health under one accountable entity, to focus on integration with other systems outside of healthcare, and to begin to extend our collaboration into the social determinants of health. We envision a transformed healthcare system that delivers a community-based, member-centric system of care that individuals can access through multiple doors. Our goal is to deliver cost-effective, quality care that improves outcomes for the populations we serve, and reduces total costs, not just in healthcare, but in other social and human service systems.

The formation of this Governing Council signifies a new, transformative way of working together. This Charter outlines the roles of the Governing Council and its Members, its committees and COA staff to identify and prioritize strategies consistent with our mission. Rather than setting benchmarks in isolation, the COA staff will convene our partners to jointly develop benchmarks and create alignment across partners.

This document, as approved by the Governing Council, will constitute the Governing Council's by-laws. The process for modification is described in Section 7.

2. Definitions

a. **"Accountable Care Collaborative (ACC)"** A program designed to affordably optimize ACC Member health, functioning, and self-sufficiency. The primary goals of the Program are to improve Member health and life outcomes and to use state resources wisely. Regional Accountable Entities (RAEs) and Primary Care Medical Providers (PCMPs) that serve as Medical Homes work together in collaboration with other health providers and Members to optimize the delivery of outcomes-based, cost-effective health care services.

b. **"ACC Phase II"** An initiative by the Colorado Department of Health Care Policy and Financing with the goals of joining physical and behavioral health under one accountable entity, strengthening coordination of services by advancing team-based care and Health Neighborhoods, promoting Member choice and engagement, paying providers for the increased value they deliver, and ensuring greater accountability and transparency.

c. **"ACC Phase II Bid"** A proposal submitted by COA to the Colorado Department of Health Care Policy and Financing in response to Regional Accountable Entity for the Accountable Care Collaborative Request for Proposals.

d. **"ACC Member" or "Member"** Any individual enrolled in the Accountable Care Collaborative.

e. **"Behavioral Health"** Behavioral health refers to a level of psychological well-being, not just an absence of mental illness. When used in this Charter it is referring to both mental health and substance use.

f. **"Behavioral Health Performance Measures"** are outlined in the RFP, Appendix V. There are 10 indicators tied to behavioral health incentive measures in the RAE contract as outlined in the RFP section 5.14.4.8.1.6.

g. **"COHRIO"** Colorado Regional Health Information Organization.

h. **"Ex-Officio Member**" A voting member on the Governing Council who does not represent a Council Organization.

i. **"Council Organization"** An organization that has been invited to participate in the Governing Council.

j. **"Council Representative"** A representative selected by a Council Organization to act as a voting member on the RAE Regional Governing Council.

k. **"Health Neighborhood"** A network of Medicaid providers ranging from specialists, hospitals, oral health providers, Long Term Services and Supports (LTSS), providers, home health care agencies, ancillary providers, local public health agencies, county social/human services agencies, and others that support ACC Members' health and wellness.

l. **"HCPF"** The Colorado Department of Health Care Policy Financing, a department of the government of the State of Colorado.

m. **"Key Performance Indicators (KPIs)"** Performance measures tied to incentive payments for Accountable Care Collaborative.

n. **"Medical Home":** An approach to providing comprehensive primary care that facilitates partnerships between individual Members, their providers, and, where appropriate, the Member's family**.**

o. **"Payment Model"** Refers to a model that aims to prove sustainable funding that rewards high value and high quality care that maintains flexibility, transparency, and accountability for providers.

p. **"PMPM"** Per-member-per-month.

q. **"Primary Care Medical Provider (PCMP)"** A primary care provider contracted with a RAE to participate in the Accountable Care Collaborative as a Network Provider.

r. **"Provider"** Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program as determined by the Colorado Department of Health Care Policy and Financing.

s. **"Region"** RAE Regions 3 and Regions 5.

t. **"Regional Accountable Entity (RAE)"** A single regional entity responsible for duties currently performed by Regional Care Collaborative Organizations and Behavioral Health Organizations (BHOs).

u. **"Regional PIAC"** The Performance Improvement Advisory Committee as set forth in the RAE contract, that monitors quality and provides guidance to the RAE to help improve health outcomes, access, cost, and ACC Member experience.

v. **"Stakeholder"** Any individual, group or organization that is involved in or affected by a course of action related to the Accountable Care Collaborative. Stakeholders may be ACC Members, family members, caregivers, clinicians, advocacy groups, professional societies, businesses, policymakers, or others.

w. **"Quadruple Aim"** A framework that describes an approach to optimizing health system performance. The four components are: (1) improve Member health outcomes; (2) improve Member experience of health care; (3) lower costs; and (4) improve provider experience.

3. Partnership Principles: Governing Council Member Organizations, Council Representatives, and Ex-Officio Members agree on the following principles to foster a strong partnership in the governance of the Regional Accountable Entity (RAE):

a. We organize according to Collective Impact Model, which asserts that large-scale social change requires broad cross-sector coordination, in addition to the interventions of individual organizations. We will work to develop a shared understanding of problems and opportunities in the region, a carefully identified set of regional priorities, a collective approach to addressing them, and a shared vision for change. We will follow Collective Impact Model's conditions for success: a common agenda, shared management systems, mutually reinforcing activities, and continuous communication. COA is the backbone organization—the chief support system—that provides the staff, resources, and skills to convene, handle logistics, and coordinate the various efforts of member organizations to ensure all are moving together toward a common goal.

b. Our highest priority is the health of our members, the entire regional population, and the communities that we serve.

c. Member-centeredness is a core value and includes the members' experience and perspective as well as access to high-quality health care services.

d. We are committed to collectively building a member-centered, efficient, high quality, integrated system of healthcare.

e. We agree to work collaboratively to ensure the success of the ACC Program, the collective performance of all providers in the region, and the collective health outcomes of all ACC Members in the region.

f. We acknowledge that our partnership transcends ACC Phase II, and that our success in working together now and in the future will lead to achieving the desired health care outcomes we all seek in the region.

g. We acknowledge the importance of each Council Organization to the region and commit to fostering each other's success.

h. While immediate contract terms are important, we place greater emphasis on our long-term, respective roles in the region and working collaboratively as partners over time.

i. We will collaborate to develop a defined decision-making structure.

j. We will collaborate to develop clinical and financial models that align incentives and appropriately distribute risk and rewards among Colorado Access and partners in the region.

k. We will act as good fiscal stewards of finite health care resources, consistent with the Quadruple Aim. We will support fair compensation for all partners in our region with transparency.

l. We will communicate with transparency.

m. We agree to conduct all activities of the Governing Council in full compliance with federal and state laws.

4. Responsibilities

a. Collaborate across the Medical Neighborhoods to assure an effective clinical delivery system in the RAE Region, intervening as needed to address system-level issues. These may include, but are not limited to, addressing cross-provider gaps in the delivery system, removing barriers to accessing care, coordinating with CORHIO and providers in the region to facilitate clinical data-sharing, establishing community-wide standards and practices, and addressing stressful working relationships between providers in the community.

b. Collectively work with broader Health Neighborhoods (non-clinical human and social service sectors, such as education, transportation, criminal justice, food, housing, etc), to address social determinants of health, and health disparities and inequities where they exist.

c. Collectively work towards achieving the Quadruple Aim – improving the patient experience of care, improving the health of populations, reducing the per capita cost of health care, and improving the provider experience.

d. Provide meaningful input and participate in decision-making with COA regarding the prioritization of Key Performance Indicators (KPIs) and Behavioral Health Performance Measures.

e. Monitor the region's performance and relationships of the RAE and recommend changes to Colorado Access in order for the RAE to meet its stated purpose.

f. Collectively accept accountability to achieve the goals of the ACC program and attain the established KPIs and Behavioral Health Performance Measures in the Region by engaging providers, COA, and the broader community. Review critical performance data and make recommendations to providers and to COA regarding how best to attain them in the Region. Support individual providers to make improvements that enable them to contribute effectively to meeting community-level standards and goals, by sharing information about successful interventions and best practices, and where appropriate, supporting and actively evaluating new, innovative programming.

g. Collectively work towards a regional data analytics and IT infrastructure to support population health work. Ensure that technological changes leverage existing COA, state, and community investments in IT/analytic infrastructure and minimize the impact down-stream clinicians and patients.

h. Provide regular communication directly to the COA Board of Directors or through COA staff, as may be appropriate, regarding RAE performance in the Region.

i. Provide information and make recommendations to COA regarding financial issues including but not limited to: (1) developing an effective strategy for jointly sharing financial risk among COA and major providers in the Region, and (2) setting criteria and mechanisms for determining PMPM rates for contracted practices.

j. Guide important policy decisions that would affect RAE network practices prior to implementation by COA, such as contracted activities like care coordination. Connect decisions to performance criteria that are based on fair standards and accurate data.

k. Participate in structured communications between HCPF and COA regarding important developments and strategic and policy issues related to the RAE program overall and its implementation in the Region, such as potential payment reform models and quality measurement and reporting.

l. Provide meaningful input and participate in decision-making with COA and HCPF regarding the establishment of KPIs.

m. Provide and receive input on the structure and duties of the Regional Performance Improvement Advisory Committee (PIAC) and delegate tasks to this committee, such as reviewing KPIs, performance data, best practices, and outcome data.

5. Bylaws

a. Roles

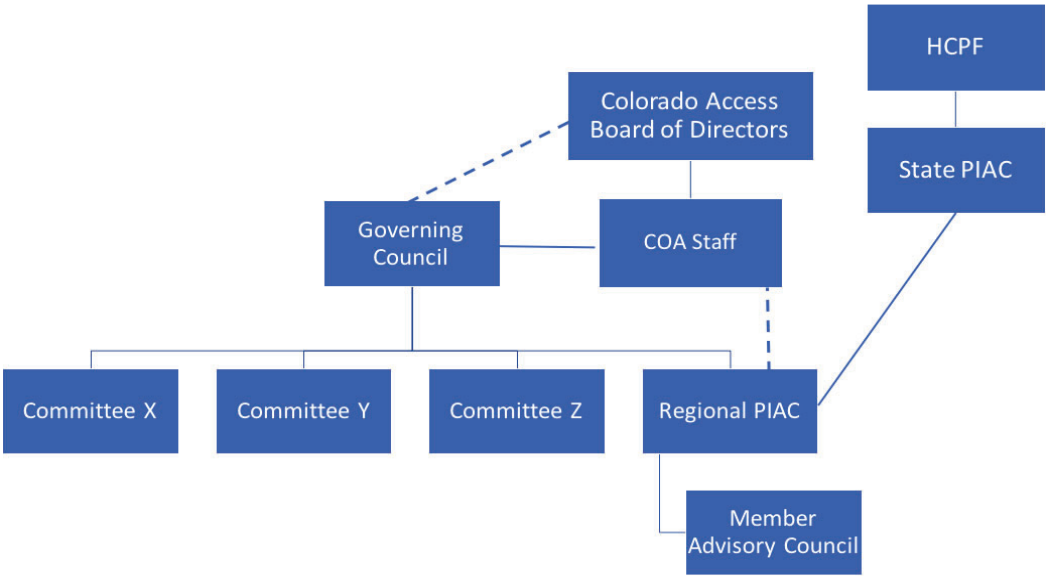
i. *Role of COA Board of Directors:* COA Board of Directors is the governing board charged with managing COA's finances, programs and services in furtherance of the organization's mission and purpose. The COA Board of Directors is ultimately responsible for fulfilling its obligations pursuant to the RAE contract and shall have final decision-making authority for operational matters pertaining to the RAE contract.

ii. *Role of COA Staff*: COA will provide the necessary staff and resources to support the work of the Governing Council. The COA staff shall serve as the primary liaison between COA Board of Directors and the Governing Council. The COA Board of Directors has delegated to the COA staff the authority to manage the day-to-day operations of COA.

iii. *Role of Governing Council:* The Governing Council provides oversight to assist COA in creating and implementing an effective system of care for ACC Members assigned to the Regional Accountable Entity (RAE) in the Region in accordance with this Charter. The Governing Council shall have the authority to make decisions, subject to final approval by COA, regarding the operation and outcomes of COA's activities in relation to the RAE contract. In connection with its oversight responsibilities, the Governing Council shall be directly responsible for planning how the RAE objectives will be met and for representing the ACC Members and communities in the RAE Region. The Governing Council will serve as an active participant of the Regional PIAC, in order to ensure its activities are conducted with appropriate transparency and accountability.

iv. *Conflict Resolution:* In the event there is a difference of opinion between the Governing Council and COA staff, a conflict resolution process will be used. This process will be developed and approved by the Council prior to the beginning of the RAE contract in July 2018, and included as an Attachment A to this Charter.

v. *Role of the Regional PIAC:* COA, in collaboration with the Governing Council, will create a Regional Performance Improvement Advisory Committee to engage additional stakeholders and provide guidance on how to improve health, access, cost and satisfaction of Members and providers in the ACC Program. The structure, composition and operation of the Regional PIAC will follow the requirements as outlined in the RAE contract and by the State PIAC. The operational relationship of the Regional PIAC to the Governing Council, the State PIAC, and the COA Board of Directors is depicted in the graphic below.



b. Membership

i. Composition: The Governing Council shall consist of the Council Organizations originally engaged by Colorado Accessand a minimum of two Ex-Officio Members who will represent the Regional PIAC. The Governing Council or COA may appoint additional seats as deemed necessary to appropriately represent the needs of the region.

ii. *Appointment of Ex-Officio Members and Council Representatives*: Each Council Organization will designate one representative from the senior leadership team of their organization to serve as a Council Representative. In addition, the RAE Regional PIAC for the Region shall designate a minimum of two Ex-Officio Members, who will represent the Regional PIAC and not their home organizations.

iii. *Term*: Council Representatives and Ex-Officio Members will serve for two years with the option to renew, or until one of the following events occurs: death, removal, resignation, incompetence, or failure to maintain qualification as an Ex-Officio Member or Council Representative.

iv. *Resignation*: Any Council Organization, Council Representative or Ex-Officio Member may resign at any time by giving written notice thereof to COA Staff and the current chair of the Governing Council. The resignation is effective when the notice is received, unless the notice specifies a later effective date.

v. *Removal*: Council Representatives or Ex-Officio Members may be removed for cause from membership on the Governing Council. For this purpose, "cause" shall include, without limitation, any of the following:

1. As determined by the governing council, any act which has a material adverse impact on the member organizations of the Governing Council, the Governing Council as a whole, or COA;
2. Fraud, gross negligence, or misrepresentation;
3. Unresolvable conflicts of interest within the Governing Council or COA;
4. Failure to comply with the COA Confidential Information and Conflict of Interest Policy, and with the COA privacy program and policies.
5. Three consecutive unexcused absences from meetings of the Governing Council; or
6. Conviction of a felony or any crime involving moral turpitude or fraud.

vi. *Replacement*: The Governing Council will follow the appointment procedure in Section 5.b.ii when replacing a Council Representative or Ex-Officio Member who has resigned or been removed.

c. Attendance

i. Any one Council Organization may not have more than three representatives (the Council Representative, their alternate plus one additional staff person) present at a Governing Council meeting.

ii. Staff from organizations that are not Council Organizations may not attend meetings.

iii. While it is expected that Council Representatives and Ex-Officio Members will attend meetings in person, if this is not possible, a Council Representative or Ex-Officio Member may participate by phone if it is technologically feasible.

d. Committees and Working Groups

The council will have at least one committee—the Regional PIAC, which is required by the State and described above in Section 5.a.v. The Governing Council may convene, establish, oversee, and dissolve additional committees and/or working groups as needed to address specific operational issues. These committees and working groups shall serve in an advisory capacity to the Governing Council by providing advice, service, and assistance as needed and shall not have the right to vote in decisions of the Governing Council. Committee and working group members may be comprised of individuals from organizations outside the Governing Council. Each committee or working group must consist of at least one individual representing an organization on the Governing Council.

e. Decision-making and Voting

i. A majority (51%) of the Council Representatives and Ex-Officio Members of the Governing Council shall constitute a quorum for the transaction of business at any meeting.

ii. Council Representatives and Ex-Officio Members will act as Voting Members of the Governing Council. Each Voting Member shall also designate an Alternate Voting Member. In the event the Voting Member is unable to be present at a particular meeting of the Governing Council, the Alternate Voting Member may vote as if a Voting Member of the Governing Council. Alternate Voting Members may not, however, assume the responsibilities of the Voting Member, and only one member may vote on any given issue. Both voting members and their alternates are encouraged to attend meetings and stay abreast of issues on the Governing Council, and either, but not both, shall be empowered to vote on behalf of their organization for any issue that comes up on the Governing Council.

iii. The governing council strives for consensus decision-making which is defined as a process in which group members develop, and agree to support a decision in the best interest of the whole. Consensus is understood to mean an acceptable resolution, one that can be supported, even if not the preferred outcome of each individual organization. In the event that consensus cannot be reached and a recommendation or action must be taken to move forward the business of the RAE, the Governing Council requires a supermajority agreement (2/3 vote of the Voting Members present).

iv. Email Voting: The Chair may authorize an electronic vote by email. Any action taken electronically will be formally recorded into the minutes of the next Governing Council meeting.

v. The nomination for a new Council Organization or Ex-Officio Member requires 2/3 approval by the entire Governing Council membership.

f. Chair and Vice-Chair

Council Representatives and Ex-Officio Members of the Governing Council shall elect a Chair and Vice-Chair from the Governing Council, each to serve a two-year term. The Chair and Vice-Chair should serve a single term unless there is 2/3 approval by the entire Governing Council membership to elect the Chair or Vice-Chair for a subsequent term.

The Chair will have primary authority to work closely with COA staff to develop agendas, designate committees, serve as the primary spokesperson for the group, and perform other functions as needed. The Vice-Chair will support the Chair in these duties and may perform them in the Chair's absence.

g. Meetings and Procedure

i. *Convener of the Governing Council*: COA, the RAE contract holder, will convene regular and ad-hoc meetings of the Governing Council, on which it will serve as a non-voting, ex-officio Member.

ii. Meetings of the Governing Council shall be called to order and presided over by the Chair or, in the Chair's absence, the Vice-Chair.

iii. The Chair and the COA staff shall be responsible for establishing agendas for the meetings. An agenda, together with relevant materials, shall be sent to Council Representatives and Ex-Officio Members at least 48 hours in advance of the meeting. Topics may be raised at any meeting to be discussed at future meetings and presented to the Chair for adding to the agenda for future meetings.

iv. Minutes of each meeting shall be created and maintained by COA staff, and all decisions and recommendations of the Governing Council shall be recorded. At the beginning of each Governing Council meeting, the minutes from the last meeting shall be presented and approved.

v. While the expectation is that Council Representatives and Ex-officio Members will make every effort to attend every meeting in person, if this is not possible, a Council Representative or Ex-Officio Member may participate by phone if it is technologically feasible.

6. Code of Conduct

The Governing Council Organizations agree that their Council Representatives, as well as Ex-Officio Members, will execute and adhere to a Code of Conduct, to be developed and approved by the Council prior to the beginning of the RAE contract in July 2018, and included as Attachment B to this Charter. New Members will also execute and adhere to the Code of Conduct prior to joining and participating in a meeting of the Governing Council.

7. Execution of Charter and Annual Review

Council Organizations shall execute and adhere to this Charter and any subsequent amendments thereto. The Governing Council shall review this Charter on an annual basis and if necessary, make admendments following the decision-making protocol described above in Section 5.e.iii. Substantive changes will require approval from the COA Board of Directors of Directors.

8. Approval Signatures

The signatures of the organizations on file document their participation in the RAE Governing Council led by Colorado Access, and acceptance and approval of this formal Council Charter.

Member Advisory Council Charter

Purpose

The Member Advisory Council (MAC) gives you a voice in our projects and programs. To join the MAC, you must be our member. Your family members and caregivers can also join. MAC members represent many groups of people. MAC members give us new ways to think about:

- Member education.
- How to represent the MAC.
- Member needs.
- Service challenges.
- How we work with community partners.

The MAC ensures that our programs and services are member-reviewed and member-driven.

Meetings

The MAC meets the third Tuesday of each month. Meetings last two hours. There is also an optional check-in meeting monthly that MAC members are welcome to attend. MAC members may also be asked to go to other meetings. All meetings are in a facility that is fully accessible and ADA-compliant. For more information, visit ada.gov/racheck.pdf.

We ask that you go to all required meetings. But we know that this is not always possible. If you can't go to a meeting, please let us know at least 24 hours before. Contact Kellen Roth at 303-368-3243 or kellen.roth@coaccess.com if you can't make a meeting.

We want to hear your ideas on how to make it easier for you to go to and be part of meetings. Please contact Kellen Roth with your ideas.

Membership Terms

MAC members commit to a two-year term. This term has a possible six-month extension. There are new and experienced members of different demographics. This can help you learn from each other.

Meeting Accommodations

If you need accommodations, we can work with you. We can help you get documents in other languages or formats. We can also help you get interpreters for other languages, like American Sign Language. And we can help with things like gas or bus tokens. Please contact Kellen Roth if you need accommodations.

If you have questions before a meeting, let us know. You can meet with us one-on-one to get your questions answered.

We give gas reimbursement, gift cards, child or caregiver care, and meals to thank you for being part of the MAC and going to meetings.

Roles and Duties

As a MAC member, you will spend at least three hours each month doing any of these:

- Preparing for and going to MAC meetings.
- Reviewing materials, asking questions, and giving feedback.
- Taking part in discussions.
- Giving input based on personal and community experiences.
- Going to community events.
- Sharing information about Colorado Access with your communities.
- Working with staff to find creative ways to understand the needs of other members.
- Focusing on solutions that help a wide range of members.

Staff Roles and Duties

Staff will give MAC members:

- Information on Colorado Access.
- Information on MAC roles and duties.
- Notice of any changes to meeting logistics. This must be given at least one week before the meeting.
- Things to support their involvement. This includes accessible materials and transportation.
- One-on-one chances to meet with staff, share ideas, and ask questions.
- Access to peers for education and mentoring.

Decision-Making and Conflict Resolution

The MAC makes recommendations. This helps us improve practices and member benefits. Members will agree before making recommendations. MAC ground rules will be used to ensure conversations are fair.

Code of Conduct

MAC members are asked to respect the Code of Conduct:

- Keep any personal information shared in the meeting confidential.
- Treat each other with dignity and respect.
- Avoid being aggressive if you disagree with something.
- Work with others to further our mission.
- Do not make statements or assumptions based on race, ethnicity, gender, sexual orientation, gender identity, age, disability, or any other personal characteristic.
- Tell us about potential conflicts of interest, real or perceived, before taking part in discussions or votes.
- Follow HIPAA regulations.
- Keep conversations confidential.

Approved by Member Advisory Council on 8/18/2020

Kellen Roth
Director of Member Affairs
Colorado Access
303-368-3243

Purchasing — ADM222

Subject: Purchasing	**Effective:** January 1, 2018
Policy #: ADM222	**Review Schedule:** Annual or as needed

Applicability:
All

Exclusions: This policy does not apply to:

- The purchase of standard office supplies and furniture, which continue to be ordered through Facilities.
- The contracting of health care providers for direct services to members.
- The purchase of professional license renewals, association dues, fees, seminars, meetings, corporate travel, business meals and team building events.

Policy:
Colorado Access will obtain all goods and services at the lowest cost to COA and that meet or exceed specifications for performance, quality and availability at the time of purchase. The capability, capacity and historical performance of the supplier will be considered and weighed in the decision process. Competitive bids will be solicited whenever possible and practical and in compliance with all state and federal regulations.

The Obligational Authority policy (FIN201) continues to govern payment approvals.

The following purchases are governed by this policy:

1. All purchases of $10,000 or more, **OR**
2. Any new contract,
3. Any contract renewal,
4. Any additional Statement of Work,
5. Any purchase that involves a competitive bid or RFP process, or
6. Any series of purchases from the same vendor totaling $10,000 or more in a calendar year.

All purchases governed by this policy must be pre-approved using a Purchase Request. Purchase requests may be made by Director-level and above employees, or their designee. All Purchase requests are entered into the purchasing system ("Determine"). The Procurement Department will process all requests and communicate approval, denial or request for more information, to the requestor.

Procedures:

1. For purchases governed by this policy, the Director or designee shall submit a Purchase Request in Determine: **https://coaccess.determine.com/n/**
2. If a purchase is not governed by this policy, COA staff may proceed as directed by internal department guidelines.
3. Questions about this policy may be directed to procurement@coaccess.com

References:
FIN201 Obligational Authority

Attachments:
N/A

COLORADO ACCESS
Professional Provider Agreement

This Professional Provider Agreement (this "Agreement") is made and entered into this _____ day of _____, _____ by and between **COLORADO ACCESS**, a Colorado non-profit corporation ("Colorado Access"), and **#SUPPLIERID#** ("Provider").

WHEREAS, Colorado Access administers the various Benefit Programs identified on Addendum A for the purpose of providing Covered Services to the Members of such programs;

WHEREAS, Colorado Access' mission is to partner with communities and empower people through access to quality, equitable, and affordable care;

WHEREAS, Colorado Access values diversity of cultures, backgrounds and perspectives, is committed to building the awareness and knowledge necessary to allow for culturally appropriate collaboration, and respects and embraces individuality while fostering an experience of inclusivity and belonging;

WHEREAS, Provider acknowledges and supports Colorado Access' mission and commitment to diversity, equity, and inclusion and will work with Colorado Access to create healthy communities and achieve health equity by improving access to quality, equitable, and affordable care;

WHEREAS, Provider is an individual practitioner, single- or multi-specialty group practice, Community Mental Health Center, Federally Qualified Health Center, or any other type of practitioner that provides professional medical, or behavioral health care services or products; and

WHEREAS, Colorado Access and Provider desire to enter into this Agreement to facilitate Provider's ability to render and arrange for the provision of Covered Services to Members of the Benefit Programs.

NOW, THEREFORE, Colorado Access and Provider agree as follows:

A. DEFINITIONS

Whenever used in this Agreement or its Addenda, Exhibits, or Appendices, the following terms shall have the indicated meaning:

A. 1 Abuse. Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost related to Covered Services provided to Members, an Overpayment, in reimbursement for goods or services that are not Medically Necessary Services, or that fail to meet professionally recognized standards for health care.

A. 2 Accountable Care Collaborative (ACC). A program designed by the Colorado Department of Health Care Policy & Financing (HCPF) to affordably optimize Member health, functioning, and self-sufficiency.

A. 3 Affiliates. Affiliates of Colorado Access shall include Access Management Services, LLC, a Colorado limited liability corporation and wholly owned subsidiary of Colorado Access, a Colorado nonprofit

corporation, and its affiliates: New Health Ventures, Inc., Colorado Access Foundation, Access Diversified Services, Inc., Access Telehealth Holdings, LLC, and AccessCare Services, LLC. In addition, Affiliates may also include designated subcontractors of Colorado Access.

A. 4 ASAM. American Society of Addiction Medicine.

A. 5 Benefit Program (Line of Business). The Benefit Programs covered under this Agreement are identified on Addendum A and on each applicable Addendum.

A. 6 Benefit Program Requirements. The rules, procedures, policies, protocols, legal and regulatory requirements, and other conditions to be followed by Colorado Access, Participating Providers, Provider Representatives, and Members regarding a particular Benefit Program.

A. 7 Child Health Plan Plus (CHP+). CHP+ is the Colorado Children's Health Insurance Program (CHIP). A Title XXI program, it is a low-cost health insurance program for uninsured Colorado children under age 19 and prenatal women whose families earn too much to qualify for Medicaid but cannot afford private insurance.

A. 8 Clean Claim. A claim with the required documentation timely submitted by a Participating Provider to Colorado Access on a Uniform Claim Form with all required fields fully completed correctly, consistent with the provisions of the Provider Manual, Colo. Rev. Stat. § 10-16-106.5, and other applicable State and Federal Law.

A. 9 CMS. Centers for Medicare and Medicaid Services.

A. 10 Coding Standards. The applicable guidance published by the American Medical Association, HCPF and Colorado Access. These can include but are not limited to the Uniform Service Coding Standards Manual (USCSM) for Medicaid behavioral health services, the Current Procedural Terminology (CPT®) coding rules and guidelines, the Healthcare Common Procedure Coding System (HCPCS), and the National Correct Coding Initiative (NCCI).

A. 11 Colorado Access Subsidiary. An entity or organization wholly owned or controlled by Colorado Access.

A. 12 Colorado Medicaid. A program authorized by the Colorado Medical Assistance Act (Colo. Rev. Stat. § 25.5-4-104, et seq.) and Title XIX of the Social Security Act.

A. 13 Coordination of Benefits. The allocation of financial responsibility between two or more Payers regarding Covered Services received by a Member.

A. 14 Copayment. If required under a particular Benefit Program, that portion of the cost of Covered Services that a Member is obligated to pay directly to a Participating Provider or the State, or another Payer is contractually obligated to pay on behalf of a Member, including deductibles, coinsurance, and similar cost-sharing charges. Such costs may be a fixed dollar amount, a percentage amount, or a combination of the two.

A. 15 Covered Services. Medically Necessary Services that a Member is entitled to receive under the applicable Benefit Program and that are consistent with the medical policy, the Utilization Management Program, Quality Management Program, and the applicable Benefit Program Requirements. Unless otherwise provided by a mutually executed separate agreement, "Covered Services" are limited to those services that are (a) benefits covered under Colorado Medicaid for those Members who are enrolled in and eligible on the date of service for Medicaid in Colorado and which Colorado Access is required to provide under its contract with the Department; or (b) benefits under the Child Health Plan Plus program for those Members

who are enrolled in and eligible on the date of service for benefits under the Child Health Plan Plus program and which Colorado Access is required to provide under its contract with the Department. Colorado Access will only pay Provider for Covered Services that are provided to Members under terms and conditions of this Agreement.

A. 16 Community Mental Health Center (CMHC). An institution that provides mental health services required by section 1916(a)(4) of the Public Health Service Act (Title 42 U.S.C.) and is certified by the appropriate state authorities as meeting such requirements.

A. 17 Department. The Colorado Department of Health Care Policy and Financing (HCPF), a department of the government of the state of Colorado. Herein, "Department" is used interchangeably with "HCPF" and "the State".

A. 18 Drug Formulary. The list of medications eligible for coverage in conjunction with certain Benefit Programs as updated from time to time.

A. 19 Emergency Medical Condition. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the Member (or, with respect to a Member who is a pregnant woman, the health of the Member and/or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

A. 20 Emergency Services. Covered inpatient and outpatient services that are furnished by a provider that is qualified to deliver these services under 42 C.F.R. § 438, and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 C.F.R. § 438.114.

A. 21 EMTALA. The Emergency Medical Treatment and Active Labor Act which ensures public access to emergency services regardless of the ability to pay and is further set forth in 42.U.S.C. § 1395dd.

A. 22 Fee-for-Service. A payment delivery mechanism based on a unit established for the delivery of the service (e.g., office visit, test, procedure, unit of time, immunizations, administration of medication).

A. 23 Fraud. An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to her/himself or some other person. It includes any act that constitutes Fraud under applicable State or Federal Law.

A. 24 Grievance. An expression of dissatisfaction about any matter other than an adverse benefit determination, including but not limited to, quality of care or services provided and aspects of the interpersonal relationships, such as rudeness of Provider or employee, or failure to respect the Member's rights as defined at 42 C.F.R. § 438.400(b).

A. 25 Health First Colorado. Colorado's Medicaid program. It was re-named July 1, 2016.

A. 26 Health Neighborhood. A network of Medicaid providers ranging from specialists, hospitals, oral health providers, Long Term Services and Supports (LTSS) providers, home health care agencies, ancillary providers, local public health agencies, and county social/human services agencies that support Members' health and wellness.

A. 27 Health Team. A Health Team, at a minimum, includes the Member and the Primary Care Medical Provider (PCMP) and/or Primary Care Provider (PCP).

A. 28 HIPAA. The federal Health Insurance Portability and Accountability Act of 1996 and associated with implementing regulations and standards, and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), (collectively referred to as the "HIPAA Rules"), as amended periodically by the federal government.

A. 29 Independent Practice Association (IPA). An association of independent physicians or small groups of physicians or small groups of physicians formed for the purpose of contracting with one or more managed health care organizations.

A. 30 Material Change. A change to this Agreement that decreases Provider's compensation for Covered Services, modifies Benefit Program Requirements in a way that may reasonably be expected to significantly increase Provider's administrative expenses, or adds a new category of service. A Material Change is further defined in Colo. Rev. Stat. § 25-37-102.

A. 31 Medically Necessary Services. Also called Medical Necessity, shall be defined as described in the Department's Staff Manual, Vol. 8 at 10 CCR 2505-10 Sec. 8.076.1.8. In order to be a covered benefit, any services provided to a Member must be medically necessary as defined in the Department's regulations and other applicable guidance at set forth in the Member Handbook. Any challenge as to whether a service provided to a Member is a covered benefit and/or medically necessary may only be pursued by the Member or the Member's authorized representative in accordance with the procedures set forth in the Department's regulations and the Member Handbook for determining such disputes, including exercising the Member's right to a state fair hearing.

A. 32 Medical Record. A document, either physical or electronic, that reflects the utilization of health care services and treatment history of the Member.

A. 33 Member. An individual who is eligible on the date of service and enrolled in Colorado Medicaid or Colorado's Child Health Plan Plus and is entitled to have Covered Services provided or arranged by Colorado Access or its affiliates pursuant to an agreement between Colorado Access and the Department.

A. 34 MFCU. Colorado Medicaid Fraud Control Unit.

A. 35 Overpayment. Any payment made to Provider by Colorado Access to which Provider is not entitled under Title XVIII, XIX, or XXI of the Social Security Act, the Colorado Medical Assistance Act, or other applicable State or Federal Law. An Overpayment may include, but is not limited to, improper payments made as the result of Fraud, Waste, or Abuse.

A. 36 Ownership. Means the possession of equity in the capital stock, or profits of an entity, direct or indirect.

(a) Controlling Ownership Interest. Means an individual or entity that has an ownership interest totaling 5% or more; has an indirect ownership interest equal to 5% or more; owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation to another entity or assets of the other entity; is an officer or director of an entity that is organized as a corporation; or is a partner in an entity that is organized as a partnership.

A. 37 Participating Provider. The licensed or state-certified professional, professional corporation, professional limited liability company, partnership, group practice, Federally Qualified Health Care Center, Independent Practice Association, Primary Care Medical Provider, individual health care provider, Community Mental Health Center, behavioral health care provider, with a current signed agreement with Colorado Access to provide Covered Services to Members.

A. 38 Patient Abuse. The willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical or financial harm or pain or mental anguish, including any acts or omissions that constitute a criminal violation under state law.

A. 39 Payer. Colorado Access or any other public or private entity, which provides funds, administers funds, insures, sponsors a plan, is responsible for insuring, or is responsible for paying Participating Providers for Covered Services. No entity which contracts, directly or indirectly, with Colorado Access for access to health care providers solely for its Members, participants, or beneficiaries while outside of either their primary health care provider network or the service area of such network shall be deemed a Payer under this Agreement.

A. 40 Per Diem. An all-inclusive rate reimbursed to Provider for all Covered Services rendered by Provider on a specific date of service.

A. 41 Primary Care Physician (PCP). A physician who is a Participating Provider and who is responsible for coordinating and managing the delivery of Covered Services to Members who have selected or been assigned to such physician. A PCP may also be a PCMP as defined in A. 4242 of this Agreement.

A. 42 Primary Care Medical Provider (PCMP). As applicable to the RAE, a primary care provider contracted with a RAE to participate in the ACC as a network Provider and may include an M.D., D.O., or a N.P.

A. 43 Protected Health Information (PHI). Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual and includes any identifying information about a Member.

A. 44 Prior Authorization. When required under a Benefit Program or associated Utilization Management Program, the unique authorization to be obtained from Colorado Access or its designee by a Member's PCP, or by a Participating Provider, Provider Representative, or other health care provider prior to admitting a Member to a hospital or providing certain other Covered Services to a Member.

A. 45 Provider Carrier Dispute. Means an administrative, payment, or other dispute between Provider and Colorado Access as defined in Colorado Division of Insurance Regulation 4-2-23. A Provider Carrier Dispute does not involve Utilization Review analysis, a Member appeal, of any kind including a denial of benefits for services that are not medically necessary, credentialing, a claim validation audit, or routine provider inquiries that Colorado Access receives that is subject to resolution through the existing dispute resolution process set forth in this Agreement.

A. 46 Provider Manual. The manual and materials, including provider manuals, available to Participating Providers by Colorado Access for use during the term of this Agreement, as amended and supplemented by Colorado Access from time to time and is a part of this Agreement and by this reference is incorporated herein.

A. 47 Provider Representative. A physician, allied health professional, or other health care provider who has a direct or indirect contract with Provider, or is employed by Provider, and who has been accepted by Colorado Access to provide Covered Services to Members.

A. 48 Quality Management Program. The functions, including, but not limited to, credentialing and certification of providers, review and audit of medical and other records, clinical outcomes, Colorado Access peer review, and provider appeals, and grievance procedures performed or required by Colorado Access, a Payer, or any other permitted person or entity, to review and improve the quality of Covered Services rendered to Members as specified in the Provider Manual.

A. 49 Regional Accountable Entity (RAE). A single regional entity responsible for coordinating the physical and behavioral health for Members in their region, as well as (i) overseeing behavioral and physical health regional networks, (ii) developing and supporting Health Teams, (iii) making value-based payments to PCMPs and other provider types, and (iv) convening Health Neighborhoods.

A. 50 State and (or) Federal Law. The laws and regulations of the State of Colorado and/or of the United States of America that apply to Colorado Access, Payers, Provider, Provider Representatives, and this Agreement.

A. 51 Uniform Claim Form. A claim form submitted on Form CMS 1500, UB-04 or Form CMS 1450, or the equivalent, and electronic claims populated with similar information in HIPAA-compliant format, as required by State and Federal Law and as described further in the Provider Manual.

A. 52 Utilization Management Program. The Utilization Review functions, including, but not limited to Prior Authorization, and prospective, concurrent, and retrospective review, performed or required by Colorado Access, a Payer, or any other person or entity, to review and determine whether medical services or supplies provided to Members, or proposed to be provided to Members, are covered under a Benefit Program and meet the definition of Medically Necessary Services.

A. 53 Utilization Review. Means a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, referrals, procedures, or settings. Techniques include, without limitation, ambulatory review, prospective review, second opinion, certification, concurrent review, case management, discharge planning, or retrospective review. Utilization Review shall also include reviews for the purpose of determining coverage based on whether or not a procedure or treatment is a Medically Necessary Service or is considered experimental or investigational in a given circumstance, and reviews of a covered person's medical circumstances when necessary to determine if an exclusion applies in a given situation. Colorado Access conducts Utilization Review through its Utilization Management Program.

A. 54 Waste. Inappropriate utilization that results in unnecessary cost.

B. PROVIDER REPRESENTATIONS AND RESPONSIBILITIES

B. 1 Provision of Covered Services. Provider agrees to provide Covered Services to Members, or to arrange for the provision of the Covered Services to Members, pursuant to, and in accordance with:

(a) The terms and conditions of this Agreement;
(b) State and Federal Law;
(c) The Utilization Management Program, Quality Management Program, Benefit Program Requirements, and grievance, appeals, and other policies and procedures of the particular Benefit Program as outlined in the Provider Manual;
(d) Standards requiring services to be provided in the same manner, and with the same availability, as services provided to other patients; and
(e) The clinical quality of care and performance standards that are professionally recognized and/or adopted by Colorado Access.

B. 2 Offices and Hours. Provider shall maintain such offices, equipment, physicians, licensed professionals, patient service personnel, and allied health personnel as may be necessary to provide Covered Services under this Agreement and agrees to do so as outlined in the Provider Manual and the applicable Addendum.

B. 3 Coverage. Provider shall ensure that each Provider Representative arranges for coverage by a Participating Provider in the event of his/her illness, vacation, or other absence in accordance with Colorado Access' policies and procedures.

B. 4 Representations of Provider. At all times during the term of this Agreement, Provider represents and warrants that:

(a) If a legal entity, Provider is organized, validly existing, and in good standing under State and Federal Law;
(b) Provider has the authority to execute and perform the obligations of this Agreement;
(c) Provider holds all necessary registrations, permits, licenses, and other approvals and/or validations as required by State or Federal Law to perform the obligations of this Agreement;
(d) Provider's organizational documents, and any separate agreement to which Provider is a party, do not conflict with this Agreement; and to the extent that such documents or agreements do conflict with this Agreement, this Agreement shall control;
(e) Provider shall utilize its best efforts to ensure that all Provider Representatives comply with the applicable terms of this Agreement, including the obligations of Provider;
(f) Provider will not act in a manner that will cause the Provider to be investigated, arrested, sanctioned, debarred or excluded by authorized State and Federal law enforcement, regulatory or licensing agency;
(g) When applicable, Provider and Provider Representative(s) shall participate with Colorado Access' credentialing standards and requirements as set forth in Colorado Access' policies and procedures and shall submit to Colorado Access, or its designee, the Colorado Health Care Professional Credentials Application and other required attachments, as modified from time to time in accordance with the National Committee for Quality Assurance (NCQA) and Colorado Access standards. This Agreement shall not become effective, and Provider and its Provider Representatives shall not begin to perform services under this Agreement, until such application has been approved by Colorado Access, when applicable; and all information provided on Appendix 1 (Provider Application) is complete, truthful, and accurate to the best of Provider's knowledge.

B. 5 Requirements for Provider and Provider Representatives. Provider represents and warrants that, at all times during the term of this Agreement, each Provider Representative shall:

(a) Be duly licensed, certified, validated and/or revalidated with the State of Colorado or otherwise authorized to provide Covered Services;
(b) Hold active staff privileges on the medical staffs of hospitals that are Participating Providers if required by Colorado Access;
(c) Hold a current Drug Enforcement Agency narcotic registration certificate, where applicable;
(d) Maintain a professional relationship with each Member for whom Provider or Provider Representative provides Covered Services;
(e) Have professional liability insurance equal to, or in excess of, the minimum policy limits required by State and Federal Law;
(f) Comply with State and Federal Law in the provision of Covered Services;
(g) Comply with all credentialing standards and requirements established by Colorado Access for Participating Providers as set forth in the Provider Manual and by the NCQA; and
(h) Ensure that it will not act in a manner that will cause the Provider Representative to be investigated, arrested, sanctioned, debarred or excluded by authorized State and Federal Law enforcement, regulatory or licensing agencies.

B. 6 Restriction, Suspension, or Termination of Provider Representatives. Provider shall immediately restrict, suspend, or terminate any Provider Representative from providing Covered Services if:

(a) A Provider Representative fails to meet the requirements described above in Sections B. 4 and B. 5;

(b) Any of the events described in Section B. 7 or B. 8 occur with regard to a Provider Representative;
(c) Provider or Colorado Access reasonably determines that there exist material deficiencies in the professional competence, conduct, or quality of care of the Provider Representative that adversely affects, or could adversely affect, the health or safety of a Member or the reputation of Colorado Access; and
(d) Colorado Access requests that the Provider restrict, suspend, or terminate the Provider Representative from providing Covered Services.

B. 7 Prompt Notice of Material Events. Provider shall notify Colorado Access in writing immediately after Provider becomes aware of:

(a) Provider's failure to satisfy the representations described above in Section B. 4;
(b) A Provider Representative's failure to meet the requirements described above in Section B. 5;
(c) The commencement of any investigation, action, or proceeding against Provider or a Provider Representative by any State or Federal licensing or certifying agency or board, including any action that places the Provider's or Provider Representative's license in probationary status;
(d) A Provider Representative's failure to comply with Colorado Access' or a Payer's Quality Management Program or Utilization Management Program;
(e) Provider's or a Provider Representative's failure to maintain any insurance coverage required by this Agreement;
(f) Provider's or a Provider Representative's indictment, arrest, or conviction for any criminal charge related to the provision of health care services;
(g) The exclusion or threatened exclusion of Provider or a Provider Representative from any State or Federal health care program;
(h) Provider's or a Provider Representative's voluntary opting-out of participating in programs operated under CMS; or
(i) Any event that would materially impair Provider's or a Provider Representative's ability to provide Covered Services under this Agreement.

B. 8 Timely Notice of Actions. Provider shall forward to Colorado Access, within 2 business days of Provider's knowledge or receipt of any written complaint, grievance, investigation, malpractice suit, arbitration action, appeal, or any other civil or criminal action against, or involving, Provider, a Provider location or a Provider Representative that materially affects the performance of this Agreement.

B. 9 Timely Notice of Change of Ownership. Provider shall forward to Colorado Access, within 2 business days of Provider's knowledge or receipt of any material change in the ownership or business operations of Provider or its Provider location that materially affects the performance of this Agreement.

B. 10 Subcontracting. Every subcontract regarding the provision of health care services and supplies between Provider and a subcontractor, including an independent contractor Provider Representative, shall comply with State and Federal Law and have terms and conditions that are consistent with this Agreement. Provider shall, upon request, furnish to Colorado Access copies of such subcontracts within 10 calendar days. If applicable, each such subcontractor shall meet Colorado Access' credentialing requirements before the provision of Covered Services. Provider shall be solely responsible for payment of any subcontractors allowed under this Agreement, and Provider agrees to indemnify, hold harmless, and defend Colorado Access, Payers, and Members from and against any and all claims that may be made by such subcontractors in connection with the provision of Covered Services to Members. Provider shall ensure that its subcontractors, including independent Provider Representatives are aware of, have access to, and will comply with the Colorado Access Provider Manual as well as the terms and conditions of this Agreement.

B. 11 Quality Management Program. Provider and/or Provider Representatives shall be solely responsible for the quality of Covered Services provided by them to Members. The quality of such services shall be

monitored under the applicable Quality Management Program. For each applicable Quality Management Program, Provider agrees to: (a) participate in, and cooperate with, all aspects of such program; (b) comply with all decisions made in writing by Colorado Access or a Payer in connection with such program; (c) provide to such program the medical records and other information within 10 calendar days of receipt of a written request; and (d) review data and other information as may be required or requested under such program. If the quality of care furnished by Provider or Provider Representative is found to be unacceptable under an applicable Quality Management Program, Colorado Access shall give written notice to Provider to correct the specified deficiencies within the time period specified in the notice. Provider agrees to correct such deficiencies within the time period specified in the notice. If Provider fails to correct the specified deficiencies within the specified time period, the provider may be subject to corrective action including but not limited to termination in accordance with Section D. 3 below.

B. 12 Utilization Management Program. Provider agrees to participate in, cooperate with, and comply with all decisions rendered in connection with the applicable Benefit Program. Provider also agrees to provide to Colorado Access such records and other information reasonably requested under the applicable Utilization Management Program within the timeframe specified for each Benefit Program. If the Provider fails to respond to reasonable requests within the timeframe specified for each Benefit Program, Provider may be subject to corrective action including but not limited to termination in accordance with Section D. 3 below.

B. 13 Prior Authorization. Except for Emergency Services, or unless an applicable Benefit Program or its associated Utilization Management Program specifies otherwise, and for Covered Services that require Prior Authorization, Provider agrees not to seek payment from Colorado Access for Covered Services provided to a Member without first obtaining Prior Authorization. Specific requirements are available in the Provider Manual. Provider shall only bill for and retain payment for the specific Covered Service and level of care covered by the Prior Authorization. Payments made for Covered Services or level of care not specifically covered by the Prior Authorization are subject to denial and/or recoupment in accordance with this Agreement.

B. 14 Referral to Participating Providers. If Provider determines that a Member requires services not within Provider's scope of services, regardless whether for inpatient, outpatient, physician, ancillary, or other types of services, Provider agrees to refer, and agrees to ensure that Provider Representatives refer, the Member to a Participating Provider in all circumstances except for: (a) Emergency Services; or (b) when Colorado Access has granted a Prior Authorization for non-Participating Provider services. For certain specialized procedures and services, Colorado Access may require that the most cost-effective, qualified Participating Provider be utilized for such care. Additionally, if so, required under the applicable Benefit Program Requirements, Provider shall admit Members only to designated facilities that are Participating Providers.

(a) When the Provider's obligation to refer the Member is triggered as set forth in B.14., and the Provider's services are no longer medically necessary, Colorado Access is no longer obligated to pay Provider for services rendered to the Member. Moreover, Colorado Access has no obligation to pay the Provider for services that are not medically necessary, regardless of the Provider's ability to discharge the Member to an appropriate level of care.

B. 15 Drug Formulary. Provider agrees to refer to Provider Manual for Colorado Access policies and procedures and to be bound by the same. Provider shall comply, and ensure that its Provider Representatives comply, with Colorado Access' policies and procedures for obtaining coverage for non-formulary medications, restricted formulary medications and all other matters related to the provision of pharmacy services.

B. 16 Insurance. Provider shall maintain insurance policies, issued by one or more insurance companies licensed to do business in Colorado, with policy limits equal to, or in excess of, the minimum amounts required by State and Federal Law or the amount specified below, whichever is greater. Provider agrees to provide to

Colorado Access written evidence of such insurance coverage within 7 calendar days of request by Colorado Access. Provider also agrees to notify, or to ensure that its insurance carriers notify, Colorado Access at least 30 calendar days before any proposed termination, cancellation, or material modification of any insurance policy specified below. Provider shall maintain the following insurance policies for insurance coverage of activities performed in connection with this Agreement:

(a) Professional liability insurance that meets the requirements of the Colorado Health Care Availability Act, as amended from time to time, and as applicable to Provider;
(b) Comprehensive general liability insurance covering claims for damages arising out of premises liability, personal injury liability, and contractual liability, with minimum policy limits of $1,000,000 per occurrence and $3,000,000 in the aggregate of all claims per policy year; and
(c) Workers' compensation insurance covering all employees.

Provider shall ensure that Provider Representatives and Provider's subcontractors who perform services in connection with this Agreement and who are not insured under Provider's insurance policies shall maintain the same insurance coverage required of Provider under this Section unless otherwise permitted by Colorado Access in writing. All insurance required under this Agreement shall be provided by insurers who have an A.M Best's rating of A: VIII or better.

B. 17 Member Grievance System. Members are entitled to file a grievance and may do so by following the Member Handbook. Provider agrees to cooperate with the Member and Colorado Access in resolving the grievance, to the extent reasonably possible.

B. 18 Advance Directives. Provider shall abide by a Member's advance directives regarding life-sustaining treatment in accordance with State and Federal Law. Provider shall prominently document in each Member's medical record whether or not the Member has executed an advance directive.

B. 19 New Members. Pursuant to Colo. Rev. Stat. § 25-37-110, Provider may decline to provide services to New Members of a Colorado Access Benefit Program by providing written notice to Colorado Access at least 60 calendar days before the effective date of such declination. Such notice shall state the reason(s) for Provider's decision. For purposes of this Section, "New Members" means those patients who have not received services from Provider in the immediately preceding 3 years. A patient shall not become a "New Member" solely by changing coverage from one person or entity to another person or entity.

B. 20 Expenditures of Federal Assistance. Provider and Provider Representatives agree to comply with The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), if applicable. The Uniform Guidance defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). Non-Federal entities that expend $750,000 or more in Federal awards are required to comply with the provisions of the Uniform Guidance.

C. CLAIMS SUBMISSION AND COMPENSATION

C. 1 Claims Submission and Payment. This Section applies to all providers with the exception of PCMPs whose claims submission and payment arrangements will continue to be administered through HCPF.

C. 2 Compensation Rates. Provider and its Provider Representatives shall accept as payment in full for Covered Services, and all other services rendered to Members under this Agreement, the amounts payable by Colorado Access or a Payer as specified in the applicable Addendum to this Agreement, less Copayment amounts payable in accordance with the applicable Benefit Program. Provider may require its Provider Representatives to bill and accept compensation directly from Colorado Access. In lieu of such arrangement, Provider shall bill and accept payment for Covered Services rendered by its Provider

Representatives, and be responsible for administering such funds and compensating its Provider Representatives.

C.3 Billing and Payment.

(a) Billing. Provider shall submit to Colorado Access, on a Uniform Claim Form, by electronic claims submission or hard copy, Clean Claims in a format approved by Colorado Access for Covered Services provided to a Member within 120 calendar days after such services are rendered. Where Colorado Access is the secondary payer under Coordination of Benefits, a claim must be received by Colorado Access within 120 calendar days of the date that the primary Payer issues its remittance advice. Neither Colorado Access nor any Payer shall be under any obligation to pay Provider for any claim not timely submitted. Provider shall not seek payment from any Member, or any persons acting on Member's behalf, in the event Colorado Access or a Payer fails to pay Provider for a claim not timely submitted.

i) Documentation. Provider shall maintain signed records necessary to fully disclose the extent of the services, care, and supplies furnished to Member, as well as support claims billed. Documentation will comply with applicable guidance, rules and manuals published by the Center for Medicare and Medicaid Services, HCPF, and Colorado Access.

ii) Coding: Provider shall report services correctly and code correctly. Provider shall comply with applicable coding manuals published by the American Medical Association, HCPF and Colorado Access, as well as any other applicable industry standard coding guidance.

(b) Payment. Unless a Benefit Program allows otherwise, Colorado Access shall make payment on, deny, or settle each of Provider's Clean Claims submitted for Covered Services within 30 calendar days for claims received by Colorado Access electronically, within 45 calendar days for claims received by Colorado Access by any other means, or within the time required by State and Federal Law, whichever is earlier. Penalties for noncompliance shall be as set forth in State Law and Federal Law.

(c) Provider Carrier Disputes. The process for resolving Provider Carrier Disputes shall be governed by the Provider Manual and applicable Colorado Access Policies.

C. 4 Eligibility. Except for Emergency Services, Provider shall verify the eligibility of Members on the date of service before providing Covered Services.

C. 5 Collection of Copayments. Provider shall collect all applicable Copayments due from Members and shall not waive or fail to collect Copayments from Members without first making reasonable attempts to collect. Colorado Access shall not impose Copayments that exceed the cost-share amounts permitted under Title XIX of the Social Security Act if the individual was not enrolled with Colorado Access. Members who are also enrolled with the Colorado Medicaid program shall not be liable for Copayments when the State is responsible for paying such amounts. Provider agrees to accept the Colorado Access payment in full or bill the appropriate State program.

C. 6 No Surcharges. Provider shall not charge a Member any fees or surcharges for Covered Services except for authorized Copayments. In addition, Provider shall not collect sales, use, or other applicable taxes from Members for the sale or delivery of medical services. If Colorado Access or any Payer receives notice of any additional charge, Provider shall fully cooperate with Colorado Access or such Payer to investigate such allegations and shall promptly refund any payment deemed improper by Colorado Access or a Payer to the party who made the payment.

C. 7 Member Hold Harmless. Provider agrees that, in no event, including nonpayment by Colorado Access, the insolvency of Colorado Access, or breach of this Agreement by any party, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Members, any persons acting on Member's behalf, or persons other than Colorado Access. This provision shall not prohibit collection of Copayments on Colorado Access' or a Payer's behalf in accordance with the terms of the applicable Benefit Program. Provider further agrees that this provision: (a) shall survive the termination of this Agreement regardless of the cause giving rise to termination; (b) shall be construed for the benefit of Members; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on their behalf. Provider may not balance bill Members for Covered Services even if Colorado Access denies payment because the Covered Services were not Medically Necessary.

(a) Failure to Discharge for placement to a Medically Necessary Level of Care. Provider agrees that it is financially responsible for any failure to discharge a Member for placement to a Medically Necessary level of care, regardless of whether the failure occurred due to circumstances beyond the Provider's control despite Provider's best efforts.

C. 8 Conditions for Compensation of Non-Covered Services. Provider may bill a Member for non-Covered Services rendered by Provider to such Member only if the Member is specifically notified in advance that the specific services to be provided are not covered under the Member's Benefit Program, and the Member nonetheless requests in writing that Provider render the specific non-Covered Services, prior to Provider's rendering of such services. This notification must be signed by each applicable Member for each applicable service. For purposes of this provision, a general waiver under which a Member acknowledges he/she may be responsible for payment in the case of non-payment by a carrier is not sufficient. The Member, Colorado Access, and any Payer shall not be liable to pay Provider for any Covered Service rendered by Provider to a Member which is determined under a Utilization Management Program not to be Medically Necessary Services.

C. 9 Patients Who Are Not Members. This Agreement does not apply to services rendered to patients who are not Members at the time the services are rendered, except as provided in Section D. 7, Continuity of Care, below.

C. 10 Coordination of Benefits. Provider agrees to abide by the Coordination of Benefits policies and procedures established by Colorado Access or a Payer for the applicable Benefit Program. Provider shall not bill Members for any portion of Covered Services not paid by the primary carrier when Colorado Access or Payer is the secondary carrier, but shall instead look to Colorado Access or Payer for such payment. When a Member has coverage which is primary through another carrier, Colorado Access' or a Payer's compensation to Provider shall be the difference between the amount paid by the primary payer and total billed charges, limited to Colorado Access' or Payer's negotiated rates contained in the applicable Addendum to this Agreement.

C. 11 Third Party Recoveries. When Colorado Access or a Payer has compensated Provider for Covered Services, Colorado Access or a Payer retains the right to recover from applicable third-party sources covering a Member, including self-insured plans and other third-party sources, and to retain all such recoveries. Provider agrees to provide Colorado Access with such information as Colorado Access may require to pursue recoveries from such third-party sources or responsible parties and to promptly remit to Colorado Access any monies Provider may receive from, or on behalf of, such sources of recovery.

C. 12 Overpayments. Colorado Access shall have the right to audit Provider's records to assure appropriate reimbursement. If Colorado Access identifies an Overpayment or payment made in error, Colorado Access will notify Provider and recoup the Overpayment or payment made in error according to the procedures detailed in the Provider Manual and in accordance with applicable State and Federal Law. Colorado Access

may recoup Overpayments by reduction of future payments by Colorado Access to the Provider or requiring direct payment by the Provider, whichever Colorado Access deems appropriate. Colorado Access may recoup Overpayments at any time during the period set for such recoupment by State or Federal Law. If Provider identifies an Overpayment, the Provider shall return the Overpayment to Colorado Access and notify Colorado Access in writing of the reason for the Overpayment within sixty (60) calendar days after the date on which the Overpayment was identified. Colorado Access reports Overpayments as required by the Department and State and Federal Law.

C. 13 Submission of Corrected Claims. Providers may submit corrected claims for reprocessing in accordance with the Provider Manual. A Corrected claim is a replacement of a previously billed claim that requires revision to coding, service dates, billed amounts, or Member information. Corrected claims must be submitted within 120 days of the date of service.

C. 14 Department Funding. Payment to Provider for Covered Services is contingent upon continued funding by the Department under Colorado Medicaid for Members enrolled in Medicaid or under Child Health Plan Plus. If Colorado Access does not receive payment from the Department for a Member for any period of time, Colorado Access shall not be required to reimburse Provider for any services provided to such Member during such time period. If the Department reduces payments to Colorado Access for a Member for any time period, Colorado Access has the right in its discretion to reduce payments to Provider for any services that the Provider provided to the Member during such period.

C.15 Laboratory Testing. Provider agrees to comply with Section 353 of the Public Health Service Act (42 U.S.C. § 263a) as revised by the Clinical Laboratory Improvement Amendments ("CLIA") of 1988 or, in the alternative, shall provide Colorado Access with a Certificate of Waiver as issued by the Department of Health and Human Services with regard to Provider location as applicable.

D. TERM AND TERMINATION

D.1 Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and it shall continue in effect for successive annual periods, unless one party notifies the other in writing of its intent not to renew this Agreement at least 120 calendar days before the next scheduled renewal date. The renewal date of the term of this Agreement shall remain the same for all Benefit Programs covered hereunder even if this Agreement becomes effective for a particular Benefit Program after the initial or any renewal date of this Agreement due to licensure, contract award, or other reason.

D. 2 Immediate Termination. Colorado Access may terminate this Agreement, or any individual Provider Representative's participation under this Agreement, immediately upon notice to Provider in the event of:

(a) Provider's violation of any applicable State or Federal Law;
(b) Provider's failure to maintain the professional liability insurance coverage specified hereunder;
(c) Provider's or Provider Representative's exclusion or voluntary exclusion from State or Federal programs;
(d) Colorado Access' determination that the health, safety, or welfare of any Member may be in jeopardy if this Agreement is not terminated;
(e) Provider's notice or failure to provide notice under Section B. 7, Section B. 8, or Section B. 9 above or Provider's breach of B. 5 or B. 6; or
(f) Provider gives incomplete, false, or inaccurate information on Appendix 1.

D. 3 Termination Due to Material Breach. In the event that either Provider or Colorado Access fails to cure a material breach of this Agreement within 30 calendar days of receipt of written notice to cure, the non-defaulting party may terminate this Agreement effective as of the expiration of said 30-day period. If the breach is cured within such 30-day period, or if the breach is one which cannot reasonably be cured within

30 calendar days, and the non-defaulting party determines that the defaulting party is making substantial and diligent progress toward correction during such 30-day period, this Agreement shall remain in full force and effect. Examples of material breach include but are not limited to (1) Provider's failure to maintain the credentialing standards specified hereunder, and (2) Provider's failure to comply with the terms, conditions or determinations of any Utilization Management Program, Quality Management Program, or other Benefit Program Requirements.

D. 4 Termination without Cause. Either party may terminate this Agreement without cause upon written notice to the other party at least 120 calendar days before the termination effective date.

D. 5 Right of Partial Termination. Either party may terminate this Agreement in accordance with D. 4 above with respect to one or more Benefit Programs as may be indicated in the notice of termination. Colorado Access reserves the right to immediate partial termination with respect to one or more Benefit Programs if the State or Federal government terminates the Benefit Program or Colorado Access' participation in that program. In the case of partial termination, this Agreement shall remain in full force and effect for all other Members and Benefit Programs.

D. 6 Colorado Access' Additional Right to Immediate Termination. Colorado Access represents that the State of Colorado and CMS are Colorado Access' primary funding sources. Should the State of Colorado or CMS discontinue or significantly diminish such funding to Colorado Access, or should Colorado Access discontinue existing lines of business, such that funding to Colorado Access or funding becomes unavailable from any other source to continue under this Agreement, Colorado Access shall give Provider written notice of termination after it becomes aware of any of the above circumstances. Termination shall become effective on the date specified by Colorado Access in its notice. Colorado Access shall be responsible for all agreed-upon fees and reasonable expenses incurred under this Agreement, if any, up to the date of termination.

D. 7 Continuity of Care. In the event that a Member is receiving Covered Services at the time this Agreement terminates, Provider shall continue to provide Covered Services to the Member until:

(a) The Member is assigned to another Participating Provider (with which Provider shall cooperate);
(b) The Member is discharged from an inpatient facility, if an inpatient on the date of termination;
(c) Conclusion of an active treatment regimen, or up to 60 calendar days, unless otherwise specified in the Benefit Program requirements for each Benefit Program, if the Member is receiving active treatment from Provider for a chronic or acute medical condition;
(d) The postpartum period for Members in their second or third trimester of pregnancy; or
(e) The Member is no longer a Member.
(f) To the extent applicable, Provider shall comply with EMTALA.

E. FRAUD, ABUSE AND OBLIGATION TO DISCLOSE

E. 1 Providers shall comply with laws designed to prevent or ameliorate Fraud, Waste, and Abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. §§ 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act), including the substantive provisions thereof as well as the required disclosures. Further, Provider agrees to comply with the legal requirements set forth in the Provider Manual. Provider's participation in Health First Colorado, CHP+, or any other Benefit Program and any payments otherwise required under this Agreement or Benefit Program may be suspended in the event of a "credible allegation of fraud" by Provider, which for purposes of this section shall mean that the allegation(s) has indicia of reliability as determined by the Department or Medicaid Fraud Control Unit (MFCU) after a review of the allegations, facts and evidence.

F. AMENDMENTS AND CHANGES

F. 1 Amendment. Amendments to this Agreement may be adopted by mutual consent in a written amendment signed by the parties. Colorado Access may unilaterally change this Agreement in accordance with Sections **Error! Reference source not found.** and F.3.

F. 2 Material Changes. Pursuant to Colo. Rev. Stat. §§ 25-37-102(9)(a) 25-37-104 and Colorado Access may make a Material Change to this Agreement by giving to Provider 90 days' advance written notice of the Material Change. Notices of Material Changes may instead be posted on our Provider Portal. When posted on the portal, Provider will receive an email notifying them of a new Notice on the portal. For access to the Provider Portal, contact providernetworkservices@coaccess.com. Such notice shall be conspicuously entitled "Notice of Material Change." If Provider objects in writing to the Material Change within 15 calendar days of the notice, and there is no resolution of the objection by mutual agreement between Colorado Access and Provider, either party may terminate this Agreement upon written notice of termination provided to the other party. Such notice of termination shall not be effective unless given at least 60 calendar days before the effective date of the Material Change. If Provider does not object to the Material Change, the Material Change shall be effective as specified in the "Notice of Material Change." If a Material Change is the addition of a new category of coverage and Provider so objects, the addition shall not be effective as to Provider. The objection shall not be a basis upon which Provider may terminate this Agreement.

F. 3 Non-Material Changes. Pursuant to Colo. Rev. Stat. § 25-37-102(9)(b) and 25-37-102(9)(c), Colorado Access may make a Non-Material Change to this Agreement by giving to Provider a written notice of the Non-Material Change. Notices of Material Changes may instead be posted on our Provider Portal. When posted on the portal, Provider will receive an email notifying them of a new Notice on the portal. For access to the Provider Portal, contact providernetworkservices@coaccess.com. A non-material change may include all of the statutory examples, as well as any increase in compensation. Such Non-Material Change shall be effective 15 calendar days after Colorado Access' issuance of such notice unless another later effective date is set forth in such notice. Examples of Non-Material Changes include but are not limited to (1) changes to an existing prior authorization, notification, or referral program that do not substantially increase the Provider's administrative expense, and (2) changes to an edit program or to specific edits.

F. 4 Changes Required by State and Federal Law. Amendments mandated because of legislative or regulatory changes made by State and Federal government agencies may not require the consent of Provider and /or Colorado Access. Such amendments will be effective on the effective date established by such government agencies. Any amendment to this Agreement requiring prior approval of, or notice to, any State or Federal agency shall not become effective until all necessary approvals have been granted or all required notice periods have expired.

G. ACCESS TO AND CONFIDENTIALITY OF RECORDS

G. 1 Medical and Other Records. Provider warrants that it prepares and maintains, and will continue to prepare and maintain, all medical and other records required by State and Federal Law in accordance with the general medical community standards, including, but not limited to, accuracy and privacy standards, applicable to such records. Provider and any subcontractor shall maintain such financial, administrative, and other records as may be necessary for compliance by Colorado Access and Payers with State and Federal Law.

G. 2 Access to Records; Audits. The records referred to in Section G. 1 shall be and remain the property of Provider and/or any subcontractor(s) and shall not be removed or transferred from Provider or any subcontractor(s) except in accordance with HIPAA Rules and other State and Federal Law. Subject to such

laws, Colorado Access and Payers, or their designated representatives, and designated representatives of any government agency having jurisdiction over Colorado Access or any Payer, shall have reasonable access to Provider's records or the applicable records of any subcontractors at Provider's or subcontractor's place of business during normal business hours, to review and make copies of such records. Such governmental agencies shall include the Colorado Department of Public Health and Environment, the Colorado Department of Health Care Policy & Financing, the Colorado Division of Insurance, the United States Department of Health and Human Services, and their designees. Additionally, Provider agrees to permit Colorado Access, its designated representatives, and designated representatives of such government agencies to conduct site evaluations and inspections of Provider's and/or any of its subcontractor's offices and service locations. Provider shall keep all records related to performance under this Agreement for 10 years unless otherwise required by State and Federal Law. Provider hereby expressly grants Colorado Access, its designated representatives, and any authorized local, state, or federal government agency, including without limitation, CMS, and their authorized designees, the right to audit, evaluate, collect directly from, and inspect any books; contracts; computer or other electronic systems; records, including medical records and documentation; patient care documentation; and other records of the first tier, downstream and related entities involving transactions related to services rendered to Members. Provider shall produce such records directly to the requesting entity. Provider shall document and take appropriate corrective actions in response to any potential noncompliance or potential Fraud, Waste and Abuse (FWA) identified via audit, monitoring or otherwise, by Colorado Access, the State of Colorado or CMS. Provider shall allow Colorado Access, the State of Colorado and/or CMS to oversee its documentation and implementation of corrective actions.

G. 3 Confidentiality. In accordance with the requirements set forth in HIPAA Rules, and other applicable State and Federal Law, Provider and Colorado Access during and after the term of this Agreement shall keep confidential any information regarding the diagnosis, treatment, or health of any Member. Confidential data and information mean any information in a form identifiable with the Member, including but not limited to, Member medical records, quality improvement information, Utilization Review information, statistical data, and reports, whether oral, written, or electronic. Colorado Access and Provider agree that nothing in this Section shall be construed as a limitation of the Provider's right or obligation to discuss with the Member matters pertaining to their health. Provider acknowledges that access to the Colorado Access on-line services system and the information it contains is confidential. Provider also warrants that access to the Colorado Access on-line services system is restricted to the authorized users or the system. Any breach of this Section may result in the loss of access to the system.

G. 4 Copy Charges. When requested by Colorado Access or representatives of local, state or federal regulatory agencies, Provider, Provider's Representatives and/or any subcontractor(s) shall produce copies of any Medical or Other Records as outlined in Section G. 1 at the State prevailing rate as set forth in Colo. Rev. Stat. § 25-1-802. In no event shall Colorado Access be responsible for other costs or fees associated with any audit. Additionally, Colorado Access shall not reimburse Provider for copies of Medical or other Records related to the payment of claims, post-payment audits and/or review, credentialing, procedures related to pre-service determinations, medical coverage determinations, Medical Necessity determinations and/or Care Management determinations. Colorado Access agrees to reimburse Provider for Medical or other Records related to quality management reviews.

H. PROVIDER CARRIER DISPUTES AND ARBITRATION

H.1. Superseding Resolution Process. Any dispute that may implicate or involve the obligations of the Parties constituting a provider carrier dispute as defined above that is alleged to have arisen under the provisions of any prior agreement between Provider and Colorado Access but is subsequently asserted during the term of this Agreement shall be subject to being determined under the dispute resolution process set forth below in this Agreement, regardless of the dispute resolution process that may have been set forth in any prior agreement.

H. 2 Internal Dispute Resolution Process. Any disputes that might occur between the Provider and Colorado Access that constitute a provider carrier dispute as defined above must first be submitted for resolution through the applicable internal dispute resolution process set forth in the Provider Manual. Provider agrees to submit any such disputes in writing to Colorado Access within the applicable timeframe stated in the Provider Manual and applicable policies and agrees that Provider's basis for the dispute, including, but not limited to, any objection to payment of a claim amount, recoupment of an Overpayment by Colorado Access, or denial of a claim, will be considered waived if not submitted within the applicable timeframe. Provider further agrees and understands that it is not entitled to assert a provider carrier dispute under a Member's statutory or regulatory right to a state fair hearing or to otherwise challenge or appeal a determination by Colorado Access regarding a Member's entitlement for reimbursement or payment of a program benefit. In the event that a provider carrier dispute is not resolved through Colorado Access's internal dispute process, either party may initiate arbitration proceedings for a determination of that dispute in accordance with Section H.2, subject to the limitations therein.

H. 1 H. 3 Arbitration. Any provider carrier dispute as defined in this Agreement that is not otherwise resolved between the Parties under the internal process set forth in the Provider Manual and a further resolution is sought, must be submitted to final and binding confidential arbitration conducted in Denver, Colorado or another location by mutual agreement, in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201, *et seq*. (the "Act"). Provider's failure to timely initiate and fully exhaust any and all applicable internal dispute resolution procedures shall bar the Provider from initiating arbitration under this Agreement to fully and finally resolve such dispute. With the exception of claims made by Colorado Access for recoupment of an Overpayment due to Fraud, Waste or Abuse involving amounts billed by Provider for services provided under this Agreement, any provider carrier dispute must be submitted to arbitration within one (1) year of the date of the initial event giving rise to the claim or dispute or such claim or dispute shall be considered forever barred. Provider carrier disputes regarding claim payments, claim denials, Overpayments, or underpayments shall be submitted to arbitration no more frequently than once a calendar quarter. Consolidation of arbitration proceedings and/or class action arbitrations shall not be submitted or determined under the arbitration provision of this Agreement.

(a) The arbitration shall be administered by JAMS (f/k/a Judicial Arbitration and Mediation Services) in accordance with the JAMS Streamlined Arbitration Rules & Procedures https://www.jamsadr.com/rules-streamlined-arbitration/, except as otherwise provided in this Agreement, in which case the provisions of this Agreement shall control. The arbitration proceeding shall only be conducted by one arbitrator selected as follows: The parties will rank the arbitrator candidates provided by the JAMS Case Manager sequentially in order of preference and return the ranking form to the JAMS Case Manager. The most highly desired arbitrator candidate should be ranked "1," the second choice should be ranked "2", etc. The parties may strike no more than one candidate each. The JAMS Case Manager will appoint the arbitrator candidate with the lowest combined score as the arbitrator. However, the Parties shall have the ability to select by mutual agreement an arbitrator not associated with JAMS who nevertheless agrees to follow the JAMS Streamlined Arbitration Rules & Procedures. The arbitrator shall have the substantive jurisdiction and power only as set forth in this agreement and shall determine all disputed issues, including questions concerning the enforceability of this Agreement and whether the dispute is subject to arbitration. The arbitrator shall also have the jurisdiction and power to make interim awards (*e.g.*, temporary restraining orders, preliminary injunctions, etc.). However, the arbitrator shall not have the jurisdiction or power to award any party exemplary, punitive, or consequential damages. The award of the arbitrator shall be rendered within thirty (30) days of the close of any evidentiary hearing or final submission made by the parties as the arbitrator may direct and shall be accompanied by a statement of reasons upon which the award is based. Awards shall be final and binding on all parties to the extent and in the manner provided by the Act. Judgment upon any award rendered by the arbitrator may be entered in

any court of competent jurisdiction pursuant to provisions of the Act. The costs and expense of the arbitration shall be split equally between the parties and each party shall bear its own costs and expenses, including attorneys' fees and other costs associated with the presentation of its case.

(b) In any arbitration conducted pursuant to this Agreement (an "Arbitration"), the parties agree that the pre-hearing disclosure of documents shall be limited to those documents that each party will present in support of its case and to those documents that are essential, as determined by the arbitrator, to present its case for which the requesting party shows a substantial need. In the event that a party requests documents from the other, such request must (i) describe the document or category of documents in sufficient detail to identify, (ii) explain why the document is essential to an important matter in the case, (iii) explain the party's substantial need for such document, and (iv) state that the document or category of documents is not in the requester's possession. Each party shall be limited to ten (10) such requests. The parties further agree that neither party may conduct discovery through depositions or submit requests for admissions to the other party or written interrogatories to the other party, or to serve subpoenas during an Arbitration. However, the arbitrator shall have the power to modify this subsection upon a party's showing of good cause and substantial need.

(c) The parties agree to disclose the existence of an Arbitration, information about what has taken place or may take place in the Arbitration, the award, or information about the outcome of the Arbitration only as needed to: (i) present claims and defenses in the Arbitration; (ii) pursue or oppose legal remedies in court pertaining to the Arbitration, including enforcement of an award; (iii) comply in good faith with applicable laws, rules, regulations, court orders, or other legal requirements; or (iv) comply with the award. In all other respects, the parties agree to keep any Arbitration strictly confidential.

(d) Unless this Agreement is terminated during an Arbitration, Provider shall continue to provide Covered Services to Members and Colorado Access in accordance with this Agreement and Colorado Access shall continue to make any undisputed payments to Provider in accordance with this Agreement.

I. MISCELLANEOUS

I. 1 Independent Contractor Status**.** Provider shall perform its duties hereunder as an independent contractor and not as an employee of Colorado Access. Neither Provider nor any agent or employee of Provider shall be, or shall be deemed to be, an agent or employee of Colorado Access. Provider shall pay, when due, all required employment taxes, income taxes, and local taxes on any money paid pursuant to this Agreement. Provider acknowledges that Provider and its employees are not entitled to unemployment insurance benefits unless Provider or a third party provides such coverage, and that Colorado Access does not pay for or otherwise provide such coverage. Provider shall have no authorization, express or implied, to bind Colorado Access to any agreements, liabilities, or understandings except as expressly set forth in this Agreement.

I. 2 Payment of Applicable Taxes. Provider shall be solely responsible for the collection and payment of any sales, use or other applicable taxes on the sale or delivery of medical services.

I. 3 Provider Manual; Policies and Procedures. Provider and Provider Representatives shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of Colorado Access, which may be described in the Provider Manual and/or Billing Manual, and include, but are not limited to, the following: credentialing criteria and requirements; claims and billing; quality improvement; Utilization Review and management; Prior Authorization; Grievance and appeal procedures; Provider Carrier Dispute resolution process; coordination of benefits and third party liability policies; and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider. Provider agrees that it has complete access to the Provider Manual and has received and reviewed the same at the following link https://www.coaccess.com/providers/resources. Each

Benefit Program or line of business may have a separate Provider Manual or special provisions that apply to each line of business. Provider agrees that the Provider Manual and the relevant portions of the Provider Manual shall be and hereby are a part of this Agreement as is set forth herein in entirety. In the event that a conflict exists between the terms of the Provider Manual and the terms of this Agreement, the terms of this Agreement shall prevail.

I. 4 Right to Disagree Concerning Medical Decisions, Policies, or Practices. In accordance with Colorado Division of Insurance Regulation § 4-2-17:

(a) No Provider or Provider Representative shall be prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of Colorado Access or an entity representing or working for Colorado Access.
(b) Colorado Access, or an entity representing or working for Colorado Access, shall not be prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of a Provider or Provider Representative.
(c) Colorado Access shall not terminate this Agreement because a Provider or Provider Representative expresses disagreement with a decision by Colorado Access, or an entity representing or working for Colorado Access, to deny or limit benefits to a Member or because the Provider or Provider Representative assists the Member to seek reconsideration of Colorado Access' decision, or because a Provider or Provider Representative discusses with a current, former, or prospective patient, any aspect of the patient's medical condition, any proposed treatments or treatment alternatives, whether a Covered Service or not, or policy provisions of Colorado Access, or a provider's personal recommendation regarding selection of a health plan based on the provider's personal knowledge of the health needs of such patients.

I. 5 Non-solicitation for Discontinuance of Participation. Provider and its employees, agents, and subcontractors shall not solicit, or attempt to convince, any Member not to participate or to discontinue participation in any Benefit Program for which Provider renders Covered Services under this Agreement.

I. 6 Nondiscrimination. Provider agrees that, in providing services, Provider shall comply with the following laws, as amended, and all implementing regulations: Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990. Provider shall not discriminate against any Member on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, age, health status, participation in any government program (including Medicaid and Medicare), source of payment, participation in a health plan, marital status, or physical or mental disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. At all times during the performance of this Agreement, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Provider, or be subjected to any discrimination by Provider. Nor shall Provider knowingly contract with any person or entity which discriminates against any Member on such basis.

I. 7 Patient Abuse. Provider shall ensure that neither Provider nor Provider Representatives engage in behavior or activities constituting Patient Abuse. If Colorado Access has actual or reasonable cause to believe that there is Patient Abuse, such abuse will be promptly referred to the Department and/or the State Medicaid Fraud Control Unit (MFCU).

I. 8 Listing of Information. Both parties agree that Colorado Access and Provider may list the name, address, telephone number and other factual information of Colorado Access, Provider, Provider location, Provider Representatives, and Provider's subcontractors in its marketing and informational materials. Either party shall supply all printed materials and other information relating to its operations within 7 calendar days of request by the other party.

I. 9 Marketing. Provider shall not use the Colorado Access name or logo without prior written consent. Requests shall be emailed to marketing@coaccess.com.

I. 10 Assignment. Pursuant to Colo. Rev. Stat. § 25-37-108, Colorado Access and Provider agree that this Agreement applies to network rental arrangements and it is for the purpose of assigning, allowing access to, selling, renting, or giving Colorado Access' rights to the Provider's services. Any third party accessing the Provider's services through this Agreement is obligated to comply with all applicable terms and conditions of this Agreement, except that a self-funded plan receiving administrative services from Colorado Access or its affiliates shall be solely responsible for payment to the Provider. Provider may not assign this Agreement, or its respective rights and obligations under this Agreement, without the prior written consent of Colorado Access. Such consent shall not be unreasonably withheld by Colorado Access.

I. 11 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, epidemics, quarantine restrictions, earthquake, flood, strikes or other work stoppages by the employees of such party, or any other similar cause beyond the reasonable control of such party. However, each party shall utilize its best good faith efforts to perform under this Agreement in the event of such occurrence.

I. 12 Confidentiality of Proprietary Information. Colorado Access and Provider agree to hold all confidential or proprietary information or trade secrets of each other in trust and confidence and agree that such information shall be used only for the purposes contemplated in this Agreement, and not for any other purpose. Specifically, Colorado Access and Provider shall keep strictly confidential all compensation rates set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure of the method of compensation (*e.g.*, fee-for-service, capitation, shared risk pool, DRG, Per Diem, per member per month, payment, etc.), unless otherwise required by State or Federal Laws or applicable contract.

I. 13 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

I. 14 Survival. The following Sections of this Agreement shall survive any termination of this Agreement: Section A, Section C, Section D, Section E, Section G, Section H.

I. 15 Additional Documents. Provider agrees to timely enter into and execute such other documents, which are deemed necessary to effectuate the intent and purpose of this Agreement, including, but not limited to, Business Associate Agreement, Appendix 1, and any other document necessary to implement the terms and conditions of this Agreement.

I. 16 Non-Exclusive Agreement. This Agreement is non-exclusive and shall not prohibit Provider or Colorado Access from entering into other agreements with other health care providers or purchasers of health care services.

I. 17 No Third-Party Rights. Nothing in this Agreement is intended to, or shall be deemed or construed to create any rights or remedies for any third party, including Members and Provider Representatives. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any such Members or the duties or responsibilities of Provider or Colorado Access as to such Members.

I. 18 Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, email, overnight courier, or fax, addressed as provided below. The addresses to which notices are to be sent may be changed by written notice given in accordance with this Section. Notices of Material Changes and Non-Material changes may instead be

posted on our Provider Portal. When posted on the portal, Provider will receive an email notifying them of a new Notice on the portal. For access to the Provider Portal, contact providernetworkservices@coaccess.com.

Colorado Access:	Colorado Access ATTN: Provider Contracting PO Box 17580 Denver, Colorado 80217-0580 Fax number: (303) 755-2368 Email: Provider.Contracting@coaccess.com
Provider:	#SUPPLIERID# ATTN: _____ Address: _____ _____ Fax number: _____ Email: _____

I. 19 Severability; Waiver. If any provision of this Agreement is rendered invalid or unenforceable by any local, state, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. Any waiver by Provider or Colorado Access of any requirement or provision of this Agreement shall not be construed as a waiver of any subsequent default.

I. 20 Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein.

I. 21 Appendix. The most current Appendix to this Agreement is made a part of this Agreement as though set forth fully herein.

I. 22 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without regard to conflicts of laws principles, except to the extent such laws conflict with, or are preempted by, federal law, in which case such federal law shall govern.

I. 23 Liability for Own Acts. Each party shall be solely responsible for all direct, compensatory, special, indirect, incidental, consequential, punitive, and other damages of every type, which are assessed against and/or incurred by such party, whether by verdict, settlement, or otherwise, and which arise out of or result from: (a) the acts or omissions of such party or its employees or subcontractors; (b) any breach by such party of any duty or obligation arising under this Agreement; and/or (c) any violation by such party of State and Federal Law or any judicial or administrative order.

I. 24 Federal Fund Disclosure.

(a) No federal appropriated funds have been paid or will be paid by, or on behalf of, Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the

awarding of any contract. This includes the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement that utilizes federal funds.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Provider shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Provider agrees that it shall include the language of this Section I.24 in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements. Provider shall require that all subrecipients certify and disclose accordingly. Furthermore, this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. 25 Fraud and Compliance Hotline. Provider should report issues of Fraud or suspected Fraud to the Colorado Access Compliance Hotline (877-363-3065) or to the Colorado Access Chief Compliance Officer. Such reports may be made anonymously and/or the reporting individual or party may request confidentiality. Provider must make reasonable efforts to assist in detecting, reporting, and preventing false claims and other fraudulent or abusive practices.

I. 26 Compliance with Laws. Colorado Access and Provider shall comply with all relevant State and Federal Laws, local laws, statutes, ordinances, orders and regulations applicable to the terms and conditions of this Agreement and all requirements set forth under the Medicare and Medicaid programs and any rules and regulations promulgated thereunder, as such standards, requirements, rules and regulations may be amended from time to time. Additionally, Provider warrants that it will comply with the National Labor Department Regulations regarding employee notification requirements for federal contractors and subcontractors as set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

I. 27 Compliance with Federal and State False Claims Acts and Regulations. Provider acknowledges that, with regard to certain State and Federal health care programs, the federal False Claims Act and similar state laws (collectively, the "FCA") prohibit billing for services or goods not provided, billing for undocumented services, upcoding, billing for services that are medically unnecessary, participating in unlawful kickbacks and rebates, and other inappropriate or wasteful conduct. Provider understands that a violation of the FCA may result in financial penalties, exclusion from the Medicaid program, and imprisonment. In compliance with the Deficit Reduction Act of 2005 (the "DRA"), Colorado Access has posted policies containing information about federal and state false claims act provisions and penalties on the Compliance Section of our website at www.coaccess.com.

I. 28 Physician Self-Referral and Anti-Kickback Compliance. Provider represents that Provider and its Provider Representatives have not entered into, and during the term of this Agreement agree not to enter into, any financial relationships prohibited under the Federal Physician Self-Referral law (42 U.S.C. § 1395nn), associated implementing regulations, and similar State statutes and regulations. Provider further represents that Provider and its Provider Representatives have not engaged in, and during the term of this Agreement, will not engage in any activities prohibited under the federal Anti-Kickback statutes (42 U.S.C. §§ 1320a-7, 1320a-7a, and 1320a-7b), associated implementing regulations, and similar State statutes and regulations.

I. 29 Mental Health Parity. Colorado Access shall comply with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and all applicable associated federal and/or state laws, amendments, regulations

and binding regulatory and sub-regulatory guidance. Colorado Access will ensure that the financial requirements (such as, but not limited to, co-pays and deductibles) and treatment limitations (such as, but not limited to, visit limits) applicable to mental health or substance use disorder benefits are no more restrictive than the predominant requirements or limitations applied to substantially all medical and surgical benefits provided under the health benefit plans that it offers.

I. 30 Sharing of Medical Record Information. Participating Providers are required to share with other Participating Providers, who are treating or who have treated the same Member, medical record information which facilitates the continuity of health care services, consistent with state and federal statutes and regulations.

This Agreement shall become effective as of the date indicated in the first sentence of this Agreement and shall not be considered executed until both parties have affixed their signatures below.

#SUPPLIERID#	**COLORADO ACCESS**
_____	_____
Signature- Authorized Official	Signature- Authorized Official
_____	Bethany Himes
Printed Name	Printed Name
_____	V.P. Provider Engagement
Title	Title
_____	_____
Date	Date