Governance

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, Annual Affirmation and Disclosure of Conflicts of Interest form (see Attachment A). 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 (see Attachment B) 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, temporary employee or contracted employee, as a condition of employment, must disclose all activities that may pose a potential conflict of interest and comply with the Conflict of Interest Policy Statement, and in addition to other compliance requirements, upon hire and periodically thereafter, all Colorado Access employees are also required to sign a Confidentiality Agreement (see Attachment C). Employees are also required to adhere to the policy regarding gifts, meals and entertainment.

INTEGRATED NETWORK PROVIDER ADVISORY COUNCIL

The Integrated Network Provider Advisory Council (INPAC) works to advise Colorado Access on achieving the Quintuple Aim in Region 3 and 5 – improving the patient experience of care, improving the health of populations, reducing the per capita cost of health care, improving the provider experience, and ensure health equity. INPAC consists of large integrated providers in both physical health and behavioral health and provides oversight to assist Colorado Access in creating and implementing an effective system of care for members. The INPAC collaborates with Colorado Access to prioritize goals and initiatives, and influence policy, strategy and HCPF developments that relate to the RAE program. This is outlined in the INPAC Charter (see Attachment D).

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 (see Attachment E).

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 requiring new vendors to work through our Procurement department, 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.

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.

ATTACHMENT A

COLORADO ACCESS
CONFLICT OF INTEREST POLICY FOR
DIRECTORS, BOARD AND EXECUTIVE OFFICERS,
AND CERTAIN COMMITTEE MEMBERS

Executive Summary

Colorado Access and its affiliates (collectively, "Colorado Access") are committed to maintaining the highest standards of ethical conduct. This Conflict of interest Policy ("Policy") reflects the business practices and principles of behavior that support this commitment. The Colorado Access board of directors is responsible for setting the standards of conduct contained in the Policy and for updating these standards to reflect legal and regulatory developments. Colorado Access expects its directors, board and executive officers, and committee members with board-delegated authority ("Covered Persons") to read and understand this Policy and its application to the performance of his or her responsibilities.

A "conflict of interest" may exist whenever the interests of a Covered Person conflict in any way (or even appear to conflict) with the interests of Colorado Access. While Covered Persons should be free to make personal investments and enjoy normal business relationships, they must not have any interests that adversely influence the performance of their responsibilities. All decisions by a Covered Persons are to be made solely based on the desire to promote the best interests of Colorado Access. Any effort by a Covered Persons to realize personal gain, directly or indirectly, at the expense of Colorado Access (other than their own compensation as Colorado Access employees or contractors) is in violation of this Policy.
As a Colorado nonprofit corporation, Colorado Access is subject to the conflict of interest provisions set forth in the Colorado Revised Nonprofit Corporations Act ("Act"). Conflicts of interest refer to ethical problems that may arise when a Covered Person has a preexisting relationship that with an organization that is negotiating to work with Colorado Access. Generally, the conflict of interest rules of the Act prohibits Covered Persons from taking part in any Colorado Access board or committee vote if they, a family member, or a business in which they are engaged may potentially receive a financial benefit from the transaction. The Act provides guidance on, if a conflict exists, whether a conflicting interest transaction may still be entered into between Colorado Access and a Covered Person.

Conflicts of interests are expected and are not necessarily prohibited by the Act or this Policy. Rather, any potential conflict should be disclosed to the board of directors or the CEO. It is disclosure of the potential conflict that is the key. Failure to disclose any potential conflict could create personal liability for the Covered Person for failing to abide by their fiduciary duty of loyalty.
Once a potential conflict is disclosed, this Policy should be followed to determine whether (i) there is an actual or apparent conflict and, if so, (ii) whether it is permissible for Colorado Access to enter into the transaction.

This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to non-profit and tax-exempt organizations.
Definitions of italicized words are in Section 2(c) below.

Conflicts of Interest

Conflicts of interest may be both "actual" or "apparent" conflicts. Conflicting interest transactions are not prohibited per se; rather, a Covered Person's legal duty is to disclose any potential conflict. Once there has been the required disclosure, this policy should be followed to determine the next steps.

<u>Actual Conflicts of Interests</u>. Actual conflicts of interest may arise when a Covered Persons, or a member of their family, receives improper financial benefits as a result of their position with Colorado Access. Specifically, an actual conflict of interest could exist when a Covered Person, or an Immediate Family Member of a Covered Person, or an entity in which they have an Ownership Interest, receives a financial benefit of more than a Nominal Value from Colorado Access (separate from any compensation they may receive from Colorado Access due to their role as an executive officer), from a Provider which does business with Colorado Access, from a Member of Colorado Access.

<u>Apparent Conflicts of Interest</u>. A conflict of interest situation can also arise when a Covered Person takes actions or has interests that may make it difficult to perform their responsibilities objectively. Apparent

conflicts of interest are those which are not actual conflicts of interest but may create a perception that the Covered Person may not be making a decision in the best interests of Colorado Access. Examples may include being a board member of another nonprofit organization or being paid (as an honorarium or otherwise) as a consultant for organizations in the health care industry, or even as someone who personally or as part of their employment takes a position on legislation that is different from the position taken by Colorado Access.

Additional Definitions.
"CCMCN" means Colorado Community Managed Care Network.

"Covered Persons" are Colorado Access board and executive Officers, Directors, and members of committees with board delegated powers.

"Directors" are members of the Board of Directors of Colorado Access.

"Immediate Family Members" includes a spouse (including by civil union), children, parents, siblings, in-laws, grandparents, and grandchildren.

"Member" has the meaning set forth in Colorado Access's bylaws, namely: Colorado Community Managed Care Network, Children's Hospital Colorado, University of Colorado Medicine, and University of Colorado Health, as such Members may change from time to time.

"Member Representative" has the meaning set forth in Colorado Access's bylaws, namely: the person designated by the Member to sit on Colorado Access's Board of Directors as a Class A Director.

"Nominal value" means $50.00 or less.

"Officers" include all the board and executive officers of Colorado Access.

"Ownership Interest" means a direct ownership interest of 2% or more of the outstanding shares of any publicly traded company or 5% or more of any privately held company, partnership, LLC, or sole proprietorship. It does not apply to mutual fund shares.

"Provider" shall have such meaning as set forth in § 25.5-5-402 of the Colorado Revised Statutes and any regulations promulgated thereunder and shall include the Members of Colorado Access and any affiliated community health center that is a CCMCN a member.

"Provider Contracting Process" means any negotiation of or amendment to the terms and conditions (including, specifically, financial terms) of a Provider agreement between Colorado Access and a Provider.

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

Existence of Conflicts of Interest – Detailed Definition

For purposes of this Policy, the following circumstances have the potential to create a Conflict of Interest:

Financial Interest. A Covered Person has a Financial Interest if they or an Immediate Family Member has, directly or indirectly, through the person's employment, investment, or otherwise: an Ownership Interest with any entity with which Colorado Access does business or is negotiating to do business with, or receives a salary, compensation, stipend, honorarium or has another financial arrangement of more than a Nominal Value with any entity or individual with which Colorado Access does business, or an Ownership Interest in, or compensation arrangement with, any entity or individual with which Colorado Access is negotiating a potential business relationship.

A Financial Interest is not necessarily a Conflict of Interest. However, it must be disclosed to the Board or the CEO to decide whether a conflict of interest exists pursuant to Section 4.

Automatic Conflicts of Interest. Notwithstanding the foregoing, the following Financial Interests shall be deemed to be an automatic Conflict of Interest:
a Member has a Provider agreement or other financial arrangement with Colorado Access which is being

entered into, supplemented, amended, or revised; and a Covered Person is employed by such Member, and Colorado Access is considering entering into, supplementing, amending, or revising a Provider agreement or is otherwise involved in a Provider Contracting Process, or other financial arrangement with the Member (referred to as "Provider Contracting Conflict"). See Section 7 for more on this.

Corporate Opportunity. A Conflict of Interest may exist when an officer or director or their Immediate Family Member seeks to direct, use, usurp or otherwise determine a corporate opportunity belong to Access Colorado or enables another person, entity, employer, affiliate, Provider, or other affiliated or unaffiliated person or entity does so in order to create a competitive advantage over Colorado Access.

For purposes of this Policy, Corporate Opportunity means a business opportunity that, in the determination of the Board:

Colorado Access is financially able to undertake; is in Colorado Access's line of business and would be of practical value to Colorado Access; Colorado Access has an interest in or reasonable expectation of the opportunity, and the Covered Person, by taking the opportunity, will create a conflict with Colorado Access; and the opportunity, in fairness, should belong to the Colorado Access.

Disclosure of Potential Conflicts.

Although it is not always possible to avoid conflicts of interest, it is Colorado Access's general policy to require disclosure of all potential conflicts of interest, both apparent and actual, through the completion of the attached Disclosure Form. Directors and officers may consider updating the Disclosure Form as needed throughout the year and should always disclose any potential conflicts of interest as they may arise during a meeting or otherwise.

If there is a question in the mind of the individual as to whether something should be disclosed, it should be disclosed. Conflicts of interest may not always be clear-cut, so if a Covered Person has a question, they are encouraged to consult with the Chair of the board of directors and/or the President and Chief Executive Officer ("CEO"). Any Covered Person who becomes aware of a conflict or potential conflict should bring it to the attention of the Chair of the board of directors and/or CEO, who may seek the advice of legal counsel as needed.

Determination of Whether a Conflict Exists

After disclosure of the potential conflict of interest and all material facts, and after 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.

However, just because a conflict exist does not mean that the transaction is prohibited unless the transaction is deemed to be an automatic conflict of interest under Section 3(b). If it a deemed automatic conflict, the procedures in Section 7 should be followed. If it is not a deemed automatic conflict, the procedures in Section 6 should be followed.

Procedures If a Conflict Exists (Non-Automatic Conflict)

Unless an automatic conflict exists (in which case, refer to Section 7), a Covered Person may make a presentation at the board or committee meeting, but after presentation, they must leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The Chair of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the board or committee shall determine whether Colorado Access can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Colorado Access's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or contractual arrangement.

Procedures If an Automatic Conflict Exists (Provider Contracting Conflict)
A Member, Member Representative, or any Covered Person who is employed by a Provider seeking to do business with Colorado Access shall not participate in or seek to influence the outcome of the Provider Contracting Process with Colorado Access staff on behalf of the Member and shall be excluded from such Provider Contracting Process. This is in compliance with C.R.S. 27-80-107.

Each Member shall ensure that their Member Representative has designated other Member Staff to engage in all direct negotiation with Colorado Access staff in connection with the Provider Contracting Process.

Each Member shall ensure that the requirements of Section 6 of the Third Amended and Restated Members' Agreement are also being followed. Member Representatives or Covered Persons employed by a Provider which is seeking to do business with Colorado Access shall not participate in the Provider Contracting Process with Colorado Access staff. To this end, they will not directly communicate with Colorado Access staff concerning any terms and conditions (including specifically any financial terms) relating to the Provider Contracting Process. Furthermore, they shall not directly or indirectly attempt to exert influence over or otherwise affect the outcome of the Provider Contracting Process by interacting with Colorado Access's staff or otherwise communicating the Member's and/or Provider's views concerning any such matter to Colorado Access staff.

Notwithstanding the foregoing, this Policy is not intended to affect the internal management structure of a Member. In carrying out their duties on behalf of their Member, a Member Representative, in his or her role with respect to his or her Member, may exercise responsibility for the approval of Provider agreements between Colorado Access and the Member, to the extent consistent with the Member's internal management structure and the Third Amended and Restated Members' Agreement. For example, a Member Representative, in his or her role with respect to his or her Member, may communicate to a Provider Staff a range of acceptable terms for the affiliated Provider Entity's provider agreement. Provider Staff may then negotiate the provider agreement consistent with these terms. Additionally, Provider Staff may communicate with the Member Representative, in his or her role with respect to his or her Member and/or Provider, 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 Colorado Access board of directors relating to the Provider Contracting Process shall follow the procedures set forth in Section 6, excluding any Covered Person with a conflict with regard to the specific Provider contract in question from the discussion and vote on such Provider contract.

Recording of Proceedings
The minutes of the board and all committees with board delegated powers shall contain:
The names of the persons who were present for discussions, those who were recused from the meeting and/or vote, and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Failure to Disclose/Reporting Any Illegal or Unethical Behavior
If the board or committee or a member thereof has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, they shall inform the Covered Person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the board or committee determines that the Covered Person failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Annual Disclosure Statements.
Each Covered Person shall annually sign a disclosure statement (attached hereto as Exhibit A) which affirms such person:

- Has received a copy of this Policy.
- Has read and understands the Policy.
- Has agreed to comply with the Policy.

Periodic Reviews.
To ensure Colorado Access operates in a manner consistent with its nonprofit mission and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. When conducting the periodic reviews of this Policy or determining whether a conflict of interest exists, Colorado Access may, but need not, use outside advisors.

Amendment, Modification, and Waiver
This Policy may be amended, modified, or waived by Board of Directors. As a general policy, the Board will not grant waivers to the Policy.

Examples.
Attached as Exhibit A is a "decision tree" to assist persons in determining whether a conflict exists and what procedures to follow.

****

Approved by the Board of Directors on February 9, 2024.

EXHIBIT A
COLORADO ACCESS
CONFLICT OF INTEREST POLICY FOR
DIRECTORS, BOARD AND EXECUTIVE OFFICERS,
AND CERTAIN COMMITTEE MEMBERS

DECISION TREE FOR POTENTIAL CONFLICTS OF INTEREST

QUESTIONS	YES	NO
A. Actual (or Financial) Conflict of Interest		
1. Are you an officer of the board of directors, an executive officer, or on a committee with board-delegated authority?	Go to next question	Stop and refer to employee conflict of interest policy
2. Are you receiving a financial benefit from Colorado Access of more than $50 (that is not your compensation if you are an executive officer)?	Go to next question	Go to next question
3. Is your spouse, children, parents, siblings, grandparents, grandchildren, or in-laws receiving a financial benefit from Colorado Access of more than $50?	Go to next question	Go to next question only if you answered *yes* to #2. Otherwise stop
4. Do you or one of your family members listed in #3 have substantial control or influence over the decisions of a business entity receiving a financial benefit from Colorado Access?	Go to next question	Go to next question if you answered *yes* to #2
5. Do you or one of your family members listed in #3 own more than: a. 2% of the stock of any public company, or b. 5% of the equity in a privately held business entity receiving a financial benefit from Colorado Access? *note that mutual fund shares are N/A.	Go to Action Item # 1	Go to next question if you answered *yes* to #2
6. Are you employed by, or an officer or director of a Member of Colorado Access that has a Provider Contract with Colorado Access?	Go to Action Item #2	Go to Action Item #1
ACTION ITEM # 1: if you answered yes to #1 <u>and</u> to any of # 2- # 5, you should <u>disclose</u> the potential financial conflict as set forth in *Section 4* of the Conflict of interest Policy and follow the process set forth in *Section 6* of the Conflict of Interest Policy.		
ACTION ITEM # 2: This is a deemed *automatic conflict of interest,* and you must follow the procedures set forth in *Section 7* of the Conflict of Interest Policy.		

B. Apparent Conflict of Interest	YES	NO
1. Are you an officer of the board of directors, an executive officer, or on a committee with board-delegated authority?	Go to next question	Stop
2. Are you an employee of a Provider?	Go to next question	Stop
3. Do you engage in lobbying or advocacy activities on behalf of yourself, a member of Colorado Access, or any other organization (whether or not for-profit or nonprofit) that relates is taken a position on legislation or policy that is contrary to a position taken by Colorado Access?	Go to Action Item	Stop
ACTION ITEM #3: if you answered yes to #1 and to <u>either</u> # 2 or # 3, you should <u>disclose</u> the potential apparent conflict as set forth in the Conflict of interest Policy and follow the process set forth in *Section 6* of the Conflict of interest Policy.		

2024 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 they:

(a) Have received a copy of the summary document, Standards of Conduct for Directors and Officers;

(b) have received a copy of the Colorado Access Board of Directors Confidentiality Agreement ("Confidentiality Agreement");

(c) have received the Colorado Access Conflict of Interest Policy for Directors, Board and Executive Officers ("Conflicts of Interest Policy");

(d) have received the Fourth Amended and Restated Bylaws of Colorado Access (the "Bylaws");

(e) have read and understand the Standards of Conduct for Directors and Officers, the Confidentiality Agreement, the Conflicts of Interest Policy, and the Bylaws;

(f) agree to execute and comply with the Confidentiality Agreement;

(g) agree to comply with the Standards of Conduct for Directors and Officers, Conflicts of Interest Policy and the Bylaws;

(h) understand 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;

(i) have disclosed all potential conflicts on the form attached hereto as Exhibit 1.

Signature: _____ Date: _____

EXHIBIT 1

DISCLOSURE OF POTENTIAL COLORADO ACCESS BOARD OF DIRECTORS CONFLICTS

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

Using the area below and starting with your current employment, list the name of the organization, what role you hold and how much time is devoted per week.

STANDARDS OF CONDUCT FOR DIRECTORS AND OFFICERS

Colorado Revised Nonprofit Corporations Act, § 7-128-401, C.R.S.

DUTY OF CARE: § 7-128-401(1), C.R.S.

Directors must discharge their duties to the nonprofit corporation:

- in *good faith*;
- with *care*; and
- in the *best interests* of the nonprofit corporation.

"**Good faith**" generally refers to honesty, openness, and fair dealing. Bad faith generally refers to dishonesty or fraud.

"**Care**" generally refers to the exercise of diligence, attention, and informed decision-making. A director must give the same care and concern as an ordinarily prudent person under similar circumstances. This can be achieved by actively participating in meetings and votes, acting with common sense, and using informed judgment.

Acting in the "**best interests**" of the nonprofit corporation involves considering the goals and resources of the nonprofit corporation, as well as balancing risks and rewards. The director must believe they are acting in the best interests of the nonprofit corporation and that belief must also be objectively reasonable.

RELIANCE: §§ 7-128-401(2), (3), C.R.S.

Directors can rely on information, opinions, reports, or statements from certain employees and professionals that the director deems to be reliable and competent. Specifically, the director can rely on information from:

- One or more officers or employees whom the director reasonably believes to be reliable and competent in the matters presented;
- Legal counsel, public accountants, or other persons presenting on matters the director reasonably believes are within such person's professional or expert competence; and
- A committee of the board of which the director is not a member if the director reasonably believes the committee merits confidence.

Directors are **not** entitled to this reliance if they have knowledge that casts doubt on the reliability of the information or the person presenting it. The statute expressly identifies this type of conduct as "not acting in good faith."

LIMITATION ON LIABILITY: §§ 7-128-401(4) – (7), C.R.S.

Potential liability of directors of nonprofit corporations is limited by statute in the following ways:

- A director or officer is not liable to the nonprofit corporation or its members for any action or omission made in compliance with the above standards of conduct.
- A director shall not be deemed a trustee of the nonprofit corporation or of any property held or administered by the nonprofit corporation.
- A director or officer will not have a fiduciary duty (define) to a creditor of the nonprofit corporation arising only from the status as a creditor.
- If the nonprofit corporation is suspended, declared defunct, administratively dissolved, or dissolved by operation of law, and the business activities have been continued for nonprofit purposes, no person shall be liable in contract or tort merely by reason of being a director, officer, or member of the nonprofit corporation.

COLORADO ACCESS BOARD OF DIRECTORS CONFIDENTIALITY AGREEMENT

As a member of the Colorado Access Board of Directors, I acknowledge that I will have access to sensitive, confidential, and proprietary information relating to Colorado Access' business, operations, financial condition, developing business relationships, and/or quality improvement activities. I further acknowledge that I may have access to individually identifiable health information, or protected health information ("PHI.") All such information, including PHI, shall be referred to herein as "Colorado Access Confidential Information."

I understand that "Colorado Access Confidential Information" includes any information that I receive in connection with my service on the Colorado Access Board of Directors and shall not be redisclosed except for the very limited circumstances described below and in Exhibit A to this Agreement. I understand that maintaining the confidentiality of Colorado Access Confidential Information is vital to the free and candid discussions necessary to effectively administer the operations of Colorado Access. I understand that my participation as a Member of the Colorado Access Board of Directors is in reliance upon the belief that the confidentiality of these activities will be similarly preserved by every other individual(s) involved.

I understand that Colorado Access Confidential Information shall not include information which: (a) is generally known or available to the public at the time of the disclosure; (b) is available from another source who is not bound by a confidentiality agreement for the information; (c) is independently acquired or developed by the Director without violating this agreement; (d) is already in the possession of the Director at the time of the disclosure, or; (e) is released for disclosure with the consent of the corporation.

I understand and agree that PHI is never public information and may never be redisclosed without a legal exception or authorization.

I understand that Colorado Access Confidential Information may be written or verbal and is not required to be marked as "confidential" or "propriety" to be protected by this Agreement. I acknowledge Exhibit A to this Agreement, which provides non-exhaustive guidance for specific information that may be provided and/or disclosed pursuant to this Agreement.

I agree to respect and maintain the confidentiality of all Colorado Access Confidential Information, whether any such information is generated and/or receive by me as part of discussions, deliberations, meetings, written records or reports, or electronic communication in connection with my participation as a Member of the Board of Directors or member/guest of the aforementioned Colorado Access Committee. I further agree to refrain from voluntary disclosures of any Colorado Access Confidential Information except to persons expressly authorized to receive it for purposes necessary to conduct the business or medical affairs of Colorado Access.

I understand that Colorado Access is entitled to undertake any such action as it deems appropriate under the circumstances to maintain the confidentiality of the matters covered herein, including any action necessitated by any breach or threatened breach by me of this Colorado Access Board of Directors Confidentiality Agreement.

Upon termination of my services as a member of the Colorado Access Board of Directors, I agree to promptly return any and all copies of Colorado Access Confidential Information, or destroy such Colorado Access Confidential Information and provide a written certification of destruction to Colorado Access.

Specific Provisions for Class A Directors and Members: Class A Directors of the Colorado Access Board of Directors further understand and agree that they may disclose Colorado Access Confidential Information, except for PHI, to their Colorado Access Member organization Representatives who reasonably need to know such information for the purpose of evaluating either (a) the Member's rights and obligations with respect to Colorado Access, or (b) any proposed business transaction between Colorado Access and the Member. Each Class A Director agrees to be responsible for advising their Member Representatives of the confidential nature of Colorado Access Confidential Information and the confidentiality provisions of this Agreement.

EXHIBIT A
TO THE BOARD OF DIRECTORS CONFIDENTIALITY AGREEMENT

This Exhibit A is for guidance purposes only as to what information constitutes Colorado Access Confidential Information and to what party it may be disclosed. The following examples are not exhaustive and may be subject to exceptions from time to time. Disclosure of all or a portion of certain Colorado Access Confidential Information to a Member, Provider or other entity may be appropriate for a Colorado Access business purpose, such as to seek financial support or to pursue a business opportunity. Consult with the Colorado Access Compliance Officer or the Chief Legal Officer 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 – Public	No	Yes	No, but Member may independently obtain from public source	No, but Provider may 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
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

ATTACHMENT B

OUR CORE VALUES & CODE OF CONDUCT

Colorado ACCESS

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.

ATTACHMENT C
Access Management Services, LLC

Access Management Services, LLC ("AMS" or the "Company") requires that each employee, intern, temporary employee, and contractor ("workforce members") as a condition of employment, internship, or contract, comply with its conflict of interest policy and disclose all activities which may pose a potential conflict of interest. The purpose of this attestation is to identify the following potential conflicts of interest.

1. Each full-time employee is required to consider his/her job with Access Management Services, LLC as their primary employment. If an employee maintains employment or board involvement outside of Access Management Services, LLC, these activities may be considered a conflict of interest or reason for disciplinary action in the event of poor performance, non-compliance with Access Management Services, LLC's absenteeism and tardiness policy, and/or non-compliance with other policies and procedures.
2. As an obligation under its contracts with state and federal agencies, Access Management Services, LLC is required to disclose to those entities, the identity of each person with an ownership or controlling interest in Access Management Services, LLC or in any of its subcontractors. This includes any financial relationship within the past 12 months, as well as relationships of you, your spouse, parent, child, and/or sibling.
3. As an obligation under its contracts, Access Management Services, LLC is required to disclose the identity of each person who has, or has had, relationships with individuals who have been disbarred, suspended or otherwise excluded from participating in federal healthcare programs.

Each Access Management Services, LLC workforce member shall be required to provide a disclosure of potential conflicts of interest at the time of hire, internship (including work as a volunteer) or contracting. Workforce members are required to promptly update this disclosure as potential conflicts of interest arise, and at least annually. Outside employment and board involvement is subject to Access Management Services, LLC's prior approval.

Name: _____

Title & Department or Company: _____

COMPLETE THE INFORMATION BELOW:

☐ I HAVE NOTHING TO DISCLOSE

☐ I AM DISCLOSING THE FOLLOWING:

Name of Entity: _____

Address of Entity: _____

Primary Business of Entity: _____

Nature of Relationship: ☐ Employee ☐ Board Member/Director ☐ Other

Explain (include duties performed): _____

_____

Are you an officer, partner or trustee of the entity? ☐ Yes ☐ No

Do you hold an ownership or financial investment in the entity? ☐ Yes ☐ No

If yes, provide percentage of ownership: _____%

ATTESTATION:
I acknowledge that I have read, understand, and will comply with the Access Management Services, LLC conflict of interest policy and that all of the information in this disclosure is accurate and current. I have disclosed all actual and potential conflicts of interest and agree to update this disclosure either on an annual basis, or promptly as new potential conflicts of interests arise. I agree to cooperate with Access Management Services, LLC to address any actual or potential conflict of interest identified via this disclosure. I agree to comply with any conditions or restrictions imposed by Access Management Services, LLC to manage, reduce, or eliminate actual or potential conflicts of interest.

_____ _____
Signature Date

_____ _____
Printed Name Job Title

Access Management Services, LLC

CONFLICT OF INTEREST: DISCLOSURE & ATTESTATION

Conflict of Interest Policy Statement

General Information

A conflict of interest arises when you, or a member of your immediate family, has a financial or other interest that might influence your judgment or actions on behalf of Access Management Services, LLC. The appearance of a conflict of interest may be just as harmful as an actual conflict. Employees, interns, temporary employees, and contractors (workforce members) are subject to the Access Management Services, LLC conflict of interest form signed annually. In addition, corporate officers are also subject to the Conflict of Interest Statement adopted by the Board of Directors.

Financial

As an obligation under its contracts with state and federal agencies, Access Management Services, LLC is required to disclose to those agencies, the name and address of each person with an ownership or controlling interest in Access Management Services, LLC or in any of its subcontractors.

Exclusion/Debarment

As an obligation under its contracts for federal healthcare programs, Access Management Services, LLC is required to disclose the identity of each person who has, or has had, relationships with individuals who have been disbarred, suspended or otherwise excluded from participating in federal programs.

Outside Employment and Board Activities

Employees may hold outside employment as long as they meet the performance standards of their job with Access Management Services, LLC. Access Management Services, LLC supports employees' participation on advisory boards or boards of directors for other companies for professional development and growth. Employees who serve on these types of boards are asked to do so outside of working hours so that it does not interfere with the employee's obligations and duties within Access Management Services, LLC. Employees are able to participate on for-profit and not-for-profit boards with written approval from the Human Resources Department.

Hiring of Relatives

Relatives of current workforce members may be hired by the Company, but neither may occupy a position that reports to or supervises the other person. The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. Hiring of relatives within the same department will be reviewed on a case-by-case basis and approved by Access Management Services, LLC in its sole discretion. In other cases where a conflict or the potential for conflict arises or exists because of the relationship between workforce members, even if there is no line of authority or reporting involved, the workforce members may be separated by reassignment or terminated from employment or contract, at the sole discretion of the Company. For the purposes of this policy statement, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy statement applies to all workforce members without regard to the gender or sexual orientation of the individuals involved.

Handling Conflicts of Interest

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 Access Management Services, LLC or otherwise negatively impact its reputation. Potential conflicts arise in many different situations. Some examples include:

- Making work decisions that are not in the best interest of Access Management Services, LLC
- Profiting financially from sources outside of work because of your job at Access Management Services, LLC
- Spending work time on activities other than Access Management Services, LLC activities
- Using Access Management Services, LLC assets for purposes other than those related to Access Management Services, LLC

Employees are required to disclose any outside employment and board activities, or other activity that may pose an actual or potential conflict of interest to the Human Resources Department. Conflict of interest issues will be reviewed and resolved by the Compliance Department. Until it is resolved, you must not participate in any decisions that could be influenced by the potential or actual conflict. You will be expected to abide by the company's decision regarding the elimination or resolution of the conflict.

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	**People Services**
_____	_____
Signature	Signature
_____	_____
Printed Name	Title
_____	_____
Date	Date

ATTACHMENT D

Colorado Access Integrated Network Provider Advisory Council (INPAC)

Charter Outline

- Definitions
- Purpose
- How to Achieve Purpose
- Shared Responsibilities
- Structure
- Roles
- Expectations
- Procedures
  - Meetings
  - Attendance and Voting
  - Consensus and Recommendations
  - Annual Review of Charter, Membership, Executive Chair Seats, & Agenda Roadmap
- Exhibit A: Annual Integrated Network Provider Advisory Council Roadmap Meeting Topics

DEFINITIONS

Accountable Care Collaborative: Source: https://hcpf.colorado.gov/accphase2

The Department of Health Care Policy & Financing is committed to creating a high-performing, cost-effective Medicaid system that delivers quality services and improves the health of Coloradans. The next iteration of the Accountable Care Collaborative (ACC) seeks to leverage the proven successes of Colorado Medicaid's programs to enhance the Health First Colorado (Colorado's Medicaid program) member and provider experience. There are seven Regional Accountable Entity (RAE) contracts in the state of Colorado.

Goals of the Accountable Care Collaborative

- Improve member health.
- Reduce costs.

Objectives of the Accountable Care Collaborative

- Join physical and behavioral health under one accountable entity.
- Strengthen coordination of services by advancing Team-based Care and Health Neighborhoods
- Promote Member choice and engagement.
- Pay providers for the increased value they deliver.
- Ensure greater accountability and transparency.
- Regional Accountable Entities

Collective Impact Model: Source: https://ssir.org/articles/entry/collective_impact

Large-scale social change comes from better cross-sector coordination rather than from the isolated intervention of individual organizations.

The Five Conditions of Collective Success

1. **Common Agenda** Collective impact requires all participants to have a shared vision for change, one that includes a common understanding of the problem and a joint approach to solving it through agreed upon actions.

2. **Shared Measurement Systems** Developing a shared measurement system is essential to collective impact. Agreement on a common agenda is illusory without agreement on the ways success will be measured and reported.

3. **Mutually Reinforcing Activities** Collective impact initiatives depend on a diverse group of stakeholders working together, not by requiring that all participants do the same thing, but by encouraging each participant to undertake the specific set of activities at which it excels in a way that supports and is coordinated with the actions of others.

4. **Continuous Communication** Developing trust among nonprofits, corporations, and government agencies is a monumental challenge. Participants need several years of regular meetings to build up enough experience with each other to recognize and appreciate the common motivation behind their different efforts.

5. **Backbone Support Organizations** Creating and managing collective impact requires a separate organization and staff with a very specific set of skills to serve as the backbone for the entire initiative. Coordination takes time, and none of the participating organizations has any to spare. The expectation that collaboration can occur without a supporting infrastructure is one of the most frequent reasons why it fails.

Quintuple Aim: Source: https://jamanetwork.com/journals/jama/fullarticle/2788483

The triple aim—improving population health, enhancing the care experience, and reducing costs—was first described in 2008 by Berwick and colleagues as a "North Star" for health care improvement. Before the triple aim, these aims were often held in opposition (e.g., creating a better experience would necessarily increase costs). The breakthrough was the proposition that the aims could be reinforcing of one another. In 2014, these goals were expanded to the quadruple aim in recognition of the growing challenge of burnout (i.e., exhaustion, cynicism, and professional dissatisfaction) among physicians and other members of the health care workforce. Evidence of the framework's broad acceptance in health care includes (as of October 21, 2021) the number of peer-reviewed citations of the original articles describing the triple and quadruple aims (1542), the number of peer-reviewed publications with triple or quadruple aim in the title (199), Google search results (320 700), and recognition by accrediting bodies such as the National Committee for Quality Assurance and the Joint Commission, physician societies, and industry groups. This Viewpoint proposes expanding the quadruple aim to the quintuple aim, adding a fifth aim of advancing health equity.

Health equity is defined as "the state in which everyone has the opportunity to attain their full health potential, and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances." Health inequities affect many populations, including individuals who identify as Black, Latino, Native American, or LGBTQ; individuals in rural communities; individuals living in poverty; individuals with disabilities; and older persons. The reasons for health inequities are multifold, including structural racism, which shapes numerous opportunities that influence health, including educational attainment, employment, access to safe environments, affordable housing, healthful food, access to care, social relationships, and networks.

Colorado Access Integrated Network Provider Advisory Council Charter

What Is the Collaborative Purpose of the INPAC?
The Integrated Network Provider Advisory Council (INPAC) consists of Colorado Access (COA) leadership and leaders from partner organizations. The INPAC collectively operates toward achieving the Quintuple Aim within the framework of Accountable Care Collaborative (ACC). The overarching goals are to improve the patient experience of care, improve the health of populations, reduce the per capita cost of health care, improve the provider experience, and ensure health equity.

How Does the INPAC Collaborate to Achieve the Purpose?
A Collective Impact Infrastructure: The INPAC models its collaboration on Collective Impact. This research supported model is made up of a centralized infrastructure, a dedicated and engaged staff, and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants.

Workgroups and Subcommittees to help with Implementation: COA, with support from the INPAC, leads the mobilization of workgroups and sub-committees to operationalize the work. In addition, the INPAC drafts and approves goals, metrics and outcomes and reviews progress.

What are the Shared Responsibilities of the INPAC to Achieve the Purpose?
Advise: Through INPAC meetings, offer feedback to COA leadership on relevant issues identified in the *Influence* and *Prioritize* work described below.

Influence: Provide structured and meaningful communication to COA, advising on important Department of Healthcare Policy and Financing (HCPF) developments, strategies, and policy issues related to the RAE program overall and its implementation in COA's regions.

Prioritize: Prioritize initiatives to track, discuss, and/or hear updates about how to improve regional performance and assure an effective clinical delivery system. Collaborate with the COA leadership to achieve the goals of the ACC program in their regions *(See structure diagrams to help understand roles).*

How is the INPAC Structured and Mobilized?

Committee, Subcommittee, or Workgroup Name	Purpose	Connection to other teams
COA INPAC Leadership Planning Team	Supports the operations of INPAC and acts as a backbone to ensure on-going relevancy of collaboration and outcomes are accomplished. Sponsors and creates other sub-workgroups as needed to address main objectives identified in ACC framework.	Management and planning of the INPAC Executive Chair Planning Committee and INPAC meetings. Convener of INPAC and workgroups providing staffing, resources, agenda guidance and direction. Shares information and recommendations to providers across the system. Shares relevant perspectives from the INPAC with HCPF.
INPAC Executive Chairs Planning Committee	Consists of COA leadership and five elected external Executive Chairs. Supports COA leadership in identifying and recommending strategies, and agenda items to the full INPAC to achieve shared responsibilities and outcomes.	Sponsor and direct INPAC work, guide INPAC agendas, and act as early identifiers of key issues and needs. Insert workgroup report outs into INPAC meetings agendas and other communication channels (e.g., Summaries and reports sent via email to INPAC instead of having time in INPAC meetings).

Integrated Network Provider Advisory Council (INPAC)	Advise, influence, and prioritize impactful projects within the ACC framework and its success by sponsoring workgroups.	Align and support operations of workgroups around problem evaluation and problem solving. Develop lines of communication with help from COA INPAC Leadership Planning Team, subject matter experts and workgroups.

Workgroups/Subcommittees – Key Performance Indicator (KPI) Workgroups, Collective Care Collaborative (C3)	Workgroups incorporate provider-stakeholder feedback, conduct root-cause analysis, identify, and share solutions to challenges. **C3:** Collectively work towards a regional data analytics and IT infrastructure to support population health work. **KPI Workgroups:** COA teams collaborate with contracted providers to improve KPI performance. Opportunities and successes are shared with INPAC for feedback, and for INPAC support in sharing best practices and outcomes in their respective organizations through INPAC meetings and the practice support team.	Like all workgroups, provide regular updates to INPAC and seek: Advice from the INPAC on key findings. Prioritization from the INPAC of where to focus. Work with the INPAC to identify ways to apply feedback in the system. Understand INPAC key contextual challenges from on-the-ground experience. Support in the development of business proposals for policy change.

STRUCTURE

ROLES

Integrated Network Provider Advisory Council

- Consists of 18 provider organizations that were identified at the inception of the 2.0 Accountable Care Collaborative (ACC).
- Annually, the INPAC Executive Chairs Planning Committee will analyze membership attendance and representation to align with strategic initiatives relative to the provider community.

Executive Chairs

- The Executive Chairs support agenda setting, provide guidance to COA leadership, designate committees, serve as primary spokespersons for the INPAC, represent COA externally and support other functions as needed.
- INPAC members shall elect five Executive Chairs to serve for a two-year term.

To ensure stability, accountability, and fresh perspectives, the INPAC Executive Chairs Planning Committee will review Executive Chairs terms annually, in the first quarter of the calendar year. If an Executive Chair has completed a two-year term and in good standing, then he/she/they are eligible to be placed in the candidate pool if he/she/they choose.

- An Executive Chair may be removed for cause by the INPAC Executive Chairs Planning Committee with final approval by the Board of Directors. Cause includes non-compliance with the Expectations outlined below, or as otherwise determined by the INPAC Executive Chairs Planning Committee.
- In the event of resignation or incapacity of an Executive Chair, the INPAC Executive Chairs Planning Committee shall appoint a successor to serve the remainder of the unexpired term.

  Nomination: JCG members may propose candidates for the Executive Chair position annually if there are open seats. This process will be managed by the INPAC Executive Chairs Planning Committee.

  Discussion and Evaluation: The INPAC Executive Chairs Planning Committee discusses the qualifications, experience, and sustainability of each candidate. This may involve review of past performance, leadership abilities, and alignment with COA's strategic direction. The Board of Directors approves candidates.

  Voting: The INPAC conducts a formal vote to select the Executive Chair(s), at the beginning of the 2nd quarter of the calendar year.

Council Organization/Member

- New organizations and members to the INPAC are appointed by the INPAC Executive Chairs Planning Committee.
- Members will act as voting members of the INPAC. COA staff and leadership are non-voting members.

- Membership is reviewed annually by the INPAC Executive Chairs Planning Committee to ensure appropriate representation.
- Members may be removed for cause by the INPAC Executive Chairs Planning Committee. Cause includes non-compliance with the Expectations outlined below, or as otherwise determined by the INPAC Executive Chairs Planning Committee.

COA Staff

- Staff are subject matter experts. Staff participate by presenting agenda content and through the management and sharing of information to the INPAC.

EXPECTATIONS

Confidentiality and Nondisclosure

- Confidential business, financial, personnel, and other matters concerning COA, donors, staff, providers, or members[1] (confidential information) may be included in INPAC meeting materials and/or discussed. Council members shall maintain the confidentiality of and refrain from disclosing such confidential information other than as permitted in this charter or by written consent from COA leadership.
- Council members may disclose confidential information to persons within their respective organizations as needed to accomplish the INPAC work and responsibilities, as outlined in this charter.
- Council members shall protect and safeguard confidential information with at least the same degree of care as they exercise in protecting and safeguarding their own confidential information, but in no event less than reasonable care.
- Nothing herein shall prevent council members from disclosing any confidential information, on a restricted basis, pursuant to a lawful order of a court or government agency, but disclosures shall be limited to the scope of the order. If a council member is disclosing information pursuant to such an order, he/she/they shall give immediate written notice to COA leadership.

Conflicts of Interest

- Council members shall avoid conflicting interest transactions while serving on the INPAC.
- No council member shall derive any personal profit or gain, directly or indirectly, by reason of service on the INPAC. Council members shall conduct their personal affairs in such a manner as to avoid any possible conflict of interest with their duties and responsibilities to the INPAC.
- Council members shall complete a Conflict-of-Interest Disclosure on an annual basis and when a new potential conflict arises.

Accountability

- Council members shall act honestly, in good faith, and in the best interests of the INPAC.
- Council members shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- Council members agree to act in accordance with any professional standards and/or governing laws applicable to their responsibilities performed on behalf of the INPAC.

[1] All member information provided will be de-identified in accordance with the standards set forth in 45 CFR § 164.514(b) and no identifiable Protected Health Information will be shared.

PROCEDURES

Meetings

- The COA INPAC Leadership Planning Team will provide administrative support, convene regular and ad-hoc meetings of the INPAC on which it will serve as a non-voting member.
- INPAC meetings shall be called to order and presided over by an Executive Chair.
- The INPAC Executive Chairs Planning Committee shall be responsible for establishing meeting agendas during their monthly planning sessions.
- An agenda, together with relevant materials, shall be sent to council members at least 48 hours in advance of the meeting.
- Agenda topics may be raised by any member to be discussed at future meetings. The INPAC Executive Chairs Planning Committee will review agenda topics and share as they see fit.
- Minutes of each meeting shall be created and maintained by the COA INPAC Leadership Planning Team, and all decisions and recommendations of the INPAC shall be recorded.
- At the beginning of each INPAC meeting, the minutes from the last meeting shall be presented by an Executive Chair and approved.
- While it is encouraged that INPAC members make every effort to attend every meeting in person, if this is not possible, council members may participate by phone/zoom.

Attendance and Voting

- Voting and decision-making is led by the INPAC Executive Chairs during JCG meetings. The COA INPAC Leadership Planning Team will provide administrative support in these events.
- Notice of anticipated upcoming voting in INPAC meetings will be included in communication from the COA leadership team to the members at least 48 hours prior to the meetings.
- A majority (51%) of the voting council members shall constitute a quorum for the transaction of business at any meeting. This percentage does not include COA staff. If we find there is not a quorum the meeting will be cancelled.
- Each voting member shall also designate an alternate voting member from their respective organization.
- In the event the voting member is unable to be present at a particular meeting of the INPAC an alternate voting member may vote as if he/she/they were a voting member of the INPAC.
- Alternate voting members may not assume any other responsibilities of the voting member, and only one individual from an organization may vote on any given issue.
- Both voting members and alternate voting members are encouraged to attend meetings and stay informed of agenda topics and expectations for voting on INPAC business and shall be empowered to vote on behalf of their organization for any issue that comes up in INPAC meetings.
- The Executive Chairs may authorize an electronic vote by email; any action taken electronically will be formally recorded into the minutes of the next INPAC meeting.

Consensus and Recommendations

- The INPAC strives for consensus decision-making, 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.

- If consensus cannot be reached and a recommendation or action must be taken to move forward the business of the RAE, the INPAC requires a supermajority agreement (2/3 vote of the voting members present).

Annual Review of Charter, Membership, Executive Chair Seats, and Agenda Roadmap

- The INPAC shall execute and adhere to this Charter and any subsequent amendments thereto.
- The INPAC shall review this Charter annually and if necessary, make amendments following the decision-making protocol described above.
- Substantive changes will require approval from the COA Senior Leadership Team and COA Board of Directors.
- Provider member analysis is conducted each year to ensure we have the appropriate representation based on COA strategic initiatives that are relative to the provider community.
- Annual INPAC Roadmap Meeting Topics are attached to this Charter as Exhibit A.

EXHIBIT A

2024 INPAC Roadmap Meeting Topics

The INPAC's responsibilities are to prioritize, influence, and advise on a common agenda with COA leadership and ensure action and progress is made. Each year, it is determined by the INPAC Executive Chairs Planning Committee what is in scope for agenda setting. The scope is aligned with projects within the ACC framework of objectives and goals and other COA initiatives that support members in the region. Chairs will work with COA leadership team to set monthly agenda topics and refine guiding questions to support INPAC discussions which ultimately helps to achieve the INPAC purpose.

Agenda Item	Guiding Questions or Outcomes	Connection to the Charter Responsibilities	Time of Year
Annual membership and charter review	Review membership and ensure we have members representative of the agenda topics and purpose. Review executive chair membership and terms ending. Review charter. **Guiding questions:** Did we achieve our goals? Do we have membership engagement? Do we need to invite and vote in new Executive Chairs? Do we have gaps in our membership to support and guide the work? Does the charter fit, or does it need to evolve?	**Advise** and **Influence** charter, membership, and incoming leaders.	Start reviewing in Feb. and finalize in May.
Annual Lookback and Strategy	Reflection, celebrate success, opportunities. Provide updates on strategy progress throughout the year and demonstrate context of INPAC work within the larger systems map.	Track progress to overarching charter goals, help **prioritize and advise** on next steps.	Start to look back at the top of the fiscal year in Q4 and reflect. Positive/Delta session

	Review Objectives and Key Results (OKRs), metrics and results or outcomes. **Guiding questions:** How are we doing? Where do we need to pivot? Did we set the right goals? What are the barriers?		
Quarterly OKRs Report	Consistent review of progress, successes, and opportunities. **Guiding questions:** How are we doing? Where do we need to pivot? Did we set the right goals? What are the barriers?	**Advise and prioritize** and ultimately approve metrics to work on in the year.	Embed into agenda each quarter of the fiscal year.
PHE CC Unwind	Continue to strategize and troubleshoot. COA's higher rate of redetermination: best practices emerging? Regular reports/data updates (PDFs). **Guiding questions:** Advocate for more funds? What recent impacts are you seeing?	**Advise** COA on concerns, **prioritize** regional performance, **influence,** or provide perspective on changes and updates being led by HCPF.	Monthly updates
ACC 3.0 Strategy	Provide input on strategy outline and review content and provide testimonials. Review and discuss key metrics, objectives, and KPIs.	Help **prioritize and advise** COA on key bid aspects, provide perspective to **influence** HCPF as	Monthly Updates from Jan – July

	Guiding questions: General calendars that are coming out from HCPF and how COA is interpreting that: how is COA showing up? What questions should COA be asking, or sharing perspectives, with HCPF? What would the INPAC advise on?	applicable, and assure quality of the overall proposal.	
C3 Workgroup	Be informed by this workgroup about progress and plans. **Guiding questions:** How would this type of work impact you? How would you use it? How can this data best be used in the field?	Help **advise and prioritize** on this type of data system.	Monthly Updates
KPIs and workgroups	Be informed about regional progress on KPIs (all KPIs and/or individual KPIs) Make recommendations about which KPIs might be the focus of KPI workgroups. Advise on how targets for the KPIs could be met and provide context that would be helpful for problem solving. Updates on outcomes from KPI Workgroups. **Guiding Questions:** What does our performance look like across regions? What are we doing to improve? What are the barriers?	Help **advise** and **prioritize** targets. Help **advise** on any follow-up/scaling.	Quarterly Updates – TBD on when this starts

	What success can we spread across the system? Where can partner organizations access resources?		
Payment Models (especially on behavioral health)	Funnel important information and obtain perspectives regarding payment reform and improvement. **Guiding questions:** What are updates from HCPF related to payment reform? What progress has been made? What are the barriers? What are the successes?	**Advise** on any context that would be helpful to Payment teams, **prioritize** where payment reform should be considered.	Annually or as needed
Time w/ COA Leaders	Have opportunity to hear updates from key COA Leaders (Exec Director, members of ELT/SLT, Board of Directors) on specific topics requested by the INPAC/Chairs and/or critical questions COA leaders are considering related to above agenda items or not. INPAC Chairs should help advise/gatekeep on topics that are pertinent to INPAC and keep agenda topics in scope. **Guiding questions:** Are there updates from ELT/SLT to share broadly? What helps INPAC keep inspired and engaged? Are we on track and making progress?	Participate in meaningful and structured communication channels between INPAC and COA leaders to ensure best opportunities to **influence**, **advise**, and **prioritize.**	Quarterly

	What are current trends we are seeing? What is COA's plan for the next year?		
Health Equity Plan DEI Report Back on Community of Practice (COP) & Dashboard	Be brought up to speed about outcomes from DEI COP and COA DEI Dashboard progress. Get updates from the Health Equity Plan. **Guiding questions:** What does INPAC need to know in these two areas? How can INPAC advise and influence? What do we need to prioritize?	Help **advise** on any follow-up/scaling	Quarterly
Discuss and provide emerging HCPF Policies or Policy Changes	Discuss with INPAC how useful a new policy or policy shift might be to their practice and network. Provide collective perspective for COA leaders to share with HCPF. BHA/BHASO could be a dedicated topic here. **Guiding questions:** What is the 2024 policy framework? How will policies impact INPAC orgs? What policies can we influence collectively? Among the emerging themes, what is of priority? What bills are COA tracking? Where are the budget investments?	**Influence** and **advise** changes being led by HCPF.	Monthly or as needed

ATTACHMENT E
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 Kelly Shanahan at 720-744-5414 or kelly.shanahan@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 Kelly Shanahan 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 Kelly Shanahan 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. Updated with new COA staff lead on 1/02/2024.