

Colorado Access RAE Governance Plan

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RAE Governance Plan

Colorado Access, as the Regional Accountable Entity (RAE) for Region 4, works to partner with communities and empower people through access to quality, equitable, and affordable care. To do this, Colorado Access must be good stewards of the funding received to fulfill the goals of the Accountable Care Collaborative and the company's mission.

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. This RAE Governance Plan describes how Colorado Access protects against any perceived conflicts of interest among its governing body, employees and subcontractors. All employees are employed through Access Management Services, LLC (AMS), a wholly owned subsidiary of Colorado Access that operates as a management company.

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 for all parties involved in cases where there are dual interests.

Colorado Access' Board of Directors is the primary governing body responsible for oversight of Colorado Access' work as the Contractor for RAE Region 4. 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, but not limited to, corporate opportunities and the financial interest of themselves or their employer, any Colorado Access agents, managing employees, subcontractors, or wholly owned subsidiary. If a conflict of interest is determined to exist, the director would be recused from participating in any discussion or voting on the matter. Moreover, the entire board of directors receive formal conflict of interest training and agree to abide by the board conflict of interest policy annually. No director of the Board of Directors holds any ownership in Colorado Access.

The structure of the Colorado Access Board of Directors is as follows and demonstrates Colorado Access' compliance with contractual language regarding specific representation requirements in its governing body:

- **Class A, Member Seats (3):** Each Member shall appoint one (1) Class A Director, for a total of three (3) Class A Directors, who shall also serve as such Member's Representative.
 - "Member" shall mean an original founding corporation of Colorado Access. The Member appoints a Class A Director from their corporation who holds special voting rights on matters of the corporation as defined in the bylaws of Colorado Access. The Members are Colorado Community Managed Care Network, Children's Hospital Colorado, University of Colorado Medicine, and University of Colorado Health.
- **Class B, Community Seats (7):** There shall be no less than six (6) and no more than nine (9) Class B Directors who shall include representatives of the community at large. A Class B Director shall not be: (i) an employee or Officer of the Corporation; (ii) an officer, director, employee, or contractor of a Provider; or (iii) an officer, director, employee, or contractor of an entity whose officer, director, employee, representative, or agent is serving in any other Class of Directors.
- **Class C, Behavioral Health Expert Seat (1):** There shall be one (1) Class C Director, who shall be an individual with expertise in behavioral health for the underserved. No Class C Director can be an officer, director, employee, representative, or agent of any Member or of any other Class of Directors.
- **Class D, CU Medicine Representative Seat (1):** There shall be one (1) Class D Director who shall be a representative of University of Colorado Medicine (CU Medicine).
- **Class E, Federally Qualified Health Center (FQHC) Seat (1):** There shall be one (1) Class E Director who shall be a representative of a Federally Qualified Health Center (FQHC).
- **Class F, Denver Health Seat (1):** There shall be one (1) Class F Director who shall be a representative of Denver Health and Hospital Authority (DHHA).
- **Enrolled Member Seat (1):** There shall be one (1) Director who shall be an Enrolled Member representative



as set forth in the ACC contract. Note: this seat is currently vacant. COA is in the process of revising our governing documents, which will require board committee review, recommendation and approval by the board of directors to allow filling the seat and COA will update the Department when filled.

All Colorado Access board members and executives review, sign, and complete an annual attestation which includes the Conflict of Interest Policy for Directors, Board and Executive Officers and Certain Committee Members; Annual Affirmation and Attestation for Officers and Certain Committee Members; Decision Tree for Potential Conflicts of Interest; Attestation Form; Disclosure of Potential Colorado Access Board of Directors Conflicts; Standards of Conduct and Colorado Access Board of Directors; and the Colorado Access Board of Directors Confidentiality Agreement, included below as Attachment A.

MANAGING EMPLOYEES

Every Colorado Access employee, temporary employee, or contract employee, as a condition of employment, must disclose all activities that may pose a potential conflict of interest, including a relationship with any member of the governing board, and comply with Access Management Services, LLC Conflict of Interest Policy Statement, included below as Attachment B.

SUBCONTRACTORS AND VENDORS

At the time of contracting, all subcontractors and vendors are required to validate they have no interest and will not acquire any interest, direct or indirect, under State of Colorado statutes or regulations that would conflict with the performance of services they are providing. Subcontractors and vendors are also required to warrant that in their performance of the services in the contract they currently do not and will not employ any person having any such known conflicts of interest.

ATTACHMENT A: Colorado Access Board of Directors Annual Affirmation and Attestation and Disclosure of Conflicts of Interest Form

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

1) 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 Person are to be made solely based on the desire to promote the best interests of Colorado Access. Any effort by a Covered Person 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 with an organization that is negotiating to work with Colorado Access. Generally, the Conflict of Interest rules of the Act prohibit 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.

2) 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.

- a) Actual Conflicts of Interests. Actual conflicts of interest may arise when a Covered Person, 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, or from an Enrolled Member of Colorado Access.
- b) Apparent Conflicts of Interest. 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.

“Enrolled Member” are members enrolled in the Accountable Care Collaborative Program.

“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.

3) Existence of Conflicts of Interest – Detailed Definition

For purposes of this Policy, the following circumstances have the potential to create a conflict of interest:

- a) 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:
 - i) an Ownership Interest with any entity with which Colorado Access does business or is negotiating to do business with, or
 - ii) 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
 - iii) 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.

- b) Automatic Conflicts of Interest. Notwithstanding the foregoing, the following Financial Interests shall be deemed to be an automatic Conflict of interest:
 - i) a Member has a Provider agreement or other financial arrangement with Colorado Access which is being entered into, supplemented, amended, or revised; and
 - ii) 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.
- c) 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 belonging to Colorado Access 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:

- i) Colorado Access is financially able to undertake;
- ii) is in Colorado Access’s line of business and would be of practical value to Colorado Access;
- iii) 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;
- iv) The opportunity, in fairness, should belong to Colorado Access.

4) 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.

5) 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 exists 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 is 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.

6) Procedures If a Conflict Exists (Non-Automatic Conflict)

- a) 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 the presentation, they must leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) 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.
- c) 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.
- d) 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 the transaction or contractual arrangement.

7) Procedures If an Automatic Conflict Exists (Provider Contracting Conflict)

- a) 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.
- b) 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.
- c) Each Member shall ensure that the requirements of Section 6 of the Third Amended and Restated Members’ Agreement are also being followed.
- d) 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.

- e) 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.

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.

8) Recording of Proceedings

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

- a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b) 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.

9) Failure to Disclose/Reporting Any Illegal or Unethical Behavior

- a) 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.
- b) 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.

10) Annual Disclosure Statements.

Each Covered Person shall annually sign a disclosure statement) which affirms such person:

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

11) 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.

12) Amendment, Modification, and Waiver

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

13) Examples.

Attached 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.

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
<i>A. Actual (or Financial) Conflict of interest</i>		
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 <i>yes</i> 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 <i>yes</i> 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? <i>*note that mutual fund shares are N/A.</i>	Go to Action Item # 1	Go to next question if you answered <i>yes</i> 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 <i>yes</i> to #1 <u>and</u> to any of #2- #5, you should <u>disclose</u> the potential financial conflict as set forth in <i>Section 4</i> of the Conflict of interest Policy and follow the process set forth in <i>Section 6</i> of the Conflict of interest Policy.		
ACTION ITEM # 2: This is a deemed <i>automatic Conflict of interest</i> , and you must follow the procedures set forth in <i>Section 7</i> of the Conflict of interest Policy.		
<i>B. Apparent Conflict of interest</i>	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 to a position on legislation or policy that is contrary to a position taken by Colorado Access?	Go to Action Item	Stop

<p>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 <i>Section 6</i> of the Conflict of interest Policy.</p>		
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ATTESTATION FORM

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.

Signature: _____

Date: _____



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

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 the Disclosure of Potential Colorado Access Board of Directors Conflicts. 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 the Colorado Access Board of Directors Confidentiality 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 received 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.

BOARD OF DIRECTORS CONFIDENTIALITY AGREEMENT

Below 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 Board of Directors Director	Disclosure to Enrolled 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	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 Enrolled 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 Enrolled 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 Enrolled Member may independently obtain from public	No, but Provider may independently obtain from public source

			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: Access Management Services, LLC Employee Conflict of Interest Form

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 (including 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, understood, 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

CONFLICT OF INTEREST POLICY STATEMENT

General Information

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 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 employees' 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.