

Exhibit B
HEALTH COLORADO, INC.

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made and entered into, by and between Beacon Health Options, Inc., a Virginia corporation ("Contractor") and Health Colorado, Inc. ("COMPANY"), a Colorado corporation, and shall be effective as of the award of the Colorado Department of Healthcare Policy and Financing ACC 2.0 RAE Program (the "Effective Date").

PURPOSE OF AGREEMENT

WHEREAS, COMPANY is a Health Maintenance Organization and holds a Medicaid contract with the State of Colorado originally dated on July 1st, 2018.

WHEREAS, Contractor is an Administrative Services Organization with experience in providing management services for behavioral health programs and physical health care coordination models and

WHEREAS, Contractor will be providing certain administrative services to COMPANY consistent with the terms of the Medicaid Contract and the terms and conditions of this Agreement;

WHEREAS, Contractor and COMPANY wish to document the terms of Contractor's agreement to provide services to COMPANY in accordance with the terms of the Medicaid contract with the State of Colorado, as such may be amended from time to time (the "Medicaid Contract");

NOW, THEREFORE, in consideration of the mutual covenants specified in this Agreement, COMPANY and Contractor agree as follows:

1.0 CONTRACTOR'S SERVICES

Section 1.1 Services to Be Rendered. Except as specifically limited by this Agreement, Contractor agrees to provide all non-clinical services required for performance of the Medicaid Contract and all of the staffing and administrative services required for COMPANY's operations including but not limited to those services that are described in Exhibit B to this Agreement (the "Services"). All such Services shall be provided in a manner that fully complies with the specifications, terms and conditions of the Medicaid Contract and is consistent with the terms of COMPANY's provider and participation agreements. The Services shall not include the employment of the Chief Executive Officer/Program Officer, Chief Operations Officer and Chief Policy & Public Relations Officer of COMPANY, any functions to be exercised by the COMPANY Board of Directors under the terms of this Agreement, the governing documents of COMPANY, or applicable law, or any functions delegated to COMPANY's participating providers under applicable provider agreements. Key Personnel (as defined by the HCPF contract) will be vetted in advance by the Board of Directors and subject to Board approval by

majority vote. A Key Personnel may be removed by the Board subject to first notice of corrective action and then by a super-majority vote.

Section 1.2 Performance Standards. Contractor shall perform all obligations and provide all services required by this Agreement in accordance with the requirements of the Medicaid Contract, COMPANY's standards and procedures; generally accepted industry standards and all applicable laws and regulations including but not limited to all Colorado claims processing requirements applicable to COMPANY as a limited service licensed provider network. In the performance of the Services, Contractor shall not discriminate against any individual on the basis of race, color, gender, sexual orientation, age, religion, national origin, handicap or disability, health status including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related condition, or source of payment in providing services under this Agreement. Furthermore, Contractor shall not discriminate with respect to the provision of the Services against patients who are participants in a publicly financed program.

Section 1.3 Inspections. In accordance with applicable law and the Medicaid Contract, Contractor shall permit and cooperate with any inspections or evaluations of the quality, appropriateness and timeliness of the services provided by Contractor under this Agreement which are initiated or conducted by COMPANY, the Colorado Division of Insurance, the Colorado Department of Health Care Policy and Financing or other any payor under the Medicaid Contract ("Payor"), the United States Department of Health and Human Services, and/or the Centers for Medicare and Medicaid Services.

Section 1.4 Subcontractors and Agents. If Contractor performs any of the Services through a subcontractor, Contractor shall require such subcontractor to agree in writing to perform the Services in accordance with all of the terms and conditions of this Agreement and the Medicaid Contract. Contractor shall remain fully responsible to COMPANY for the performance of any subcontracted Services and for the acts and omissions of the subcontractor.

2.0 OBLIGATIONS OF COMPANY

Section 2.1 Governance and Oversight. COMPANY, acting through its Executive Director and Boards of Directors shall be responsible for the governance of COMPANY in accordance with the COMPANY Bylaws, shall be responsible for approving all policies and procedures of COMPANY including the Provider Handbook and any policies recommended by Contractor, shall evaluate the performance of Contractor under this Agreement, shall be responsible for reviewing and taking such actions as it deems necessary and appropriate on all reports and information provided by Contractor hereunder, and shall maintain ultimate authority over the functions delegated to COMPANY under this Agreement. Nothing in this Agreement shall restrict the COMPANY's Board of Directors from appointing, removing or changing officers or employees of the COMPANY.

Section 2.2 Contract Negotiation. COMPANY, acting through its Executive Director and with the assistance of the personnel provided by Contractor under this Agreement, shall negotiate all modifications and renewals of the Medicaid Contract.

Section 2.3 Compensation. COMPANY shall compensate Contractor for its services as provided in the allocation agreement.

3.0 COMPENSATION ARRANGEMENT

Contractor shall be compensated for its Services in accordance with the provisions of Allocation Agreement.

4.0 WARRANTIES AND REPRESENTATIONS

Section 4.1 Contractor's Qualifications. Contractor represents and warrants that it is authorized to do business in the State of Colorado and throughout the term of this Agreement it shall maintain compliance with all requirements of the State of Colorado to do so and all applicable requirements of the Medicaid Contract.

Section 4.2 Notifications to COMPANY. Contractor shall promptly notify COMPANY in writing of:

- a. Any changes in its ownership, control, or business address;
- b. Any legal or government action initiated that could materially affect the rendering of Services in connection with this Agreement;
- c. Any legal action commenced by any third party in connection with the Services provided under this Agreement;
- d. Any initiation of bankruptcy or insolvency proceedings with regard to Contractor whether voluntary or involuntary;
- e. Any loss of the qualifications described in Section 4.1; and
- f. Any other occurrence known to Contractor that could materially affect the rendering of services in connection with this Agreement.

Section 4.3 Insurance.

4.3.1 Contractor shall procure and maintain the following insurance coverage throughout the term of this Agreement:

(a) Comprehensive general liability insurance with commercially reasonable limits or limits required by the Medicaid Contract, whichever is higher;

(b) Workers compensation and employer liability insurance meeting the requirements of applicable law; and

(c) Managed care errors and omissions insurance.

4.3.2 Contractor shall (i) supply upon request certificates of insurance reflecting the insurance coverages required by this Section 4.3; (ii) supply upon request a certificate of insurance for each annual renewal of such insurance; (iii) ensure that COMPANY receives such certificate of insurance within ten (10) days of each annual renewal; and (iv) ensure that COMPANY is notified at least thirty (30) days prior to the expiration, termination, cancellation or material change to such coverages.

5.0 RECORDS AND INFORMATION

Section 5.1 Retention Period for Records. Contractor shall retain all data, records and information related to the Services provided pursuant to this Agreement for the greater of: (i) the time required by applicable federal or state law; and (ii) the record retention requirements of the Medicaid Contract. All such data, records and information shall, at all times, remain the property of the COMPANY.

Section 5.2 Required Records. Contractor shall maintain a complete file of all records, documents, communications and other materials which pertain to the Services provided by Contractor under this Agreement. All such records, documents, communications and other materials shall, at all times, remain the property of the COMPANY. Such records shall be sufficient to disclose fully the nature and extent of Services provided to COMPANY; shall conform with applicable standards of care, licensing requirements, and the provisions of the Medicaid Contract; and shall be maintained separately from other Contractor records. Contractor's records shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services and other costs of whatever nature for which payments are made under the Medicaid Contract; records of all payments received for the provision of such services or goods; and any other records required by applicable law including but not limited to 45 C.F.R. Part 74.

Section 5.3 Access to and Production of Records. Contractor shall provide records to Payor in accordance with the requirements and time periods set forth in the Medicaid Contract. Furthermore, upon reasonable notice and during Contractor's regular business hours, COMPANY, its authorized representatives, and duly authorized third parties (such as governments and Payor) shall have the right to inspect and/or be given copies of records directly related to services rendered by Contractor under the terms of this Agreement. Contractor shall provide COMPANY with access to electronic data as appropriate and feasible, including upon: (1) the termination of this Agreement for any reason, (2) change of ownership or transfer of the COMPANY to a successor, (3) or upon insolvency of the COMPANY. Contractor shall, upon request, provide access to the Colorado Division of Insurance for examination purposes.

Section 5.4 Confidentiality and HIPAA Compliance. Contractor shall ensure that the confidentiality of each Enrollee's medical records and protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996 and applicable regulations ("HIPAA")) shall be maintained in accordance with HIPAA and all other applicable state and federal laws and regulations regarding the confidentiality of patient information. Contractor shall also ensure that all protected health information is maintained and transmitted in

a manner that satisfies federal and state laws and regulations related to the security, storage, transmission and maintenance of such information. Contractor shall comply with the terms of the Business Associate Agreement that is attached to this Agreement as Exhibit C.

Section 5.5 Disclosure of Information. Contractor agrees to disclose information on ownership and control and related business transactions in accordance with 42 C.F.R. §§ 455.100 - 455.106. Contractor shall disclose such required information at least ten days prior to any scheduled change in ownership of Contractor or within thirty-five (35) days of request, whichever occurs first. The parties shall comply with the terms of the Operating Agreement of Colorado Health Partnerships, INC. (the "Operating Agreement") as such may be amended in the event of a change or ownership or control.

Section 5.6 Survival of Provisions. The provisions of this Article 5.0, including but not limited to the requirements for access to and production of records, shall survive the expiration or termination of this Agreement.

6.0 TERM AND TERMINATION

Section 6.1 Term Generally. The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date specified on the Execution Page of this Agreement and will renew automatically for additional one (1) year terms unless: (i) either party notifies the other party sixty (60) days prior to the renewal date that the Agreement will not be renewed; or (ii) this Agreement is terminated in accordance with the termination provisions specified in this Agreement. COMPANY shall notify the Colorado Division of Insurance immediately upon sending or receiving notice of the non-renewal or termination of this Agreement.

Section 6.2 Corrective Actions for Breach. If Contractor defaults in the performance of any material terms of this Agreement, COMPANY may initiate the sanctions provisions set forth in Exhibit C of the Bylaws of Health Colorado, INC. as such may be amended. If Contractor does not cure the default within thirty days after the meeting described in Paragraph 2 of Exhibit D, COMPANY shall adopt a corrective action plan and provide that the cost of implementation (which may equal or exceed the compensation payable to Contractor under this Agreement) shall be deducted from Contractor's next monthly contract payment and such deduction shall continue until the performance standard has been fully met. COMPANY may take such other actions as are consistent with the terms of the Operating Agreement.

Section 6.3 Immediate Termination. Notwithstanding anything else in this Agreement, this Agreement may be terminated or suspended immediately by COMPANY upon the occurrence of: (i) suspension or revocation of Contractor's license or other credentials required by Colorado law or the Medicaid Contract in order to provide any of the Services; (ii) termination of the Medicaid Contract.

Section 6.4 Notice of Termination. COMPANY shall give written notice to the Commissioner of the Colorado Division of Insurance within ninety (90) days of termination of this Agreement for any reason under this Article 6.0.

7.0 AMENDMENTS

This Agreement shall be automatically amended as necessary to comply with the Medicaid Contract or change in law. All other amendments to this Agreement shall require the written agreement of the parties.

8.0 MISCELLANEOUS

Section 8.1 Confidentiality. Each party or its employees or agents may, in the course of the relationship established by this Agreement have access to the other party's confidential and proprietary information concerning the other party's business, marketing plans, policies and procedures, contracts, credentialing criteria, patient treatment and/or finances, such party's earnings, volume of business, methods, systems, practices, plans and other proprietary information of the disclosing party (collectively, the "Confidential Information" of the party). Each party acknowledges that it shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of the other party's Confidential Information. Neither party shall use or disclose the Confidential Information of the other party except for the limited purpose of performing the party's obligations under this Agreement without such other party's written consent. For purposes of this Agreement, the Confidential Information of COMPANY shall include all of the data, policies, procedures, reports, and accounts prepared by or for COMPANY, including but not limited to information prepared by Contractor, under the terms of this Agreement or the Medicaid Contract.

Section 8.3 Entire Agreement. This Agreement and all of its Exhibits, which are hereby incorporated by reference herein, constitutes the entire understanding and agreement of the parties hereto and supersedes any prior written or oral agreement pertaining to the subject matter hereof. Notwithstanding the foregoing, if Contractor is a member of COMPANY, Contractor may have additional rights and obligations arising from such capacity as set forth in the Operating Agreement.

Section 8.4 Compliance with Terms. No breach in the performance of this Agreement shall be waived except by a written waiver signed by the non-breaching party. Failure to insist upon strict compliance with any of the terms of this Agreement by either party hereto shall not be deemed to be waiver of any term of this Agreement.

Section 8.5 Assignment. This Agreement, being intended to secure the services of the parties hereto, shall not in any manner be assigned, delegated, or transferred by either party without the prior written consent of the other party; provided, however, that COMPANY may assign this Agreement to any entity that controls, is controlled by, or is under common control of COMPANY.

Section 8.6 Legal Compliance. Each party shall comply with all applicable state and federal laws in performing its obligations hereunder and in interpreting the terms of this Agreement.

Section 8.7 Independent Contractors. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between COMPANY and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Nothing in this Agreement shall create, or be construed to create, any employment, joint venture, or partnership relationship between COMPANY and Contractor. All the assets and liabilities of the COMPANY shall remain, at all times, the property of the COMPANY. COMPANY shall neither have nor exercise any control or direction over the methods by which Contractor performs its Services except that all such services shall be performed in accordance with the terms, conditions, and specifications of this Agreement. The interest of COMPANY is to have the Services required hereunder rendered in a competent, efficient, timely and professional manner, in conformance with accepted professional practices and applicable laws and regulations and the requirements of the Medicaid Contract.

Section 8.8 Dispute Resolution Procedure. In the event Contractor shall have any dispute with respect to the performance or interpretation of this Agreement that cannot be resolved pursuant to the Corrective Actions procedures in Section 6.2, the dispute shall be first referred to nonbinding mediation, and if not resolved through mediation, shall be resolved through binding arbitration pursuant to the Rules of the American Arbitration Association for Arbitration of Commercial Disputes. There shall be a single arbitrator. The final decision of such arbitrator shall be enforceable in any court of competent jurisdiction.

Section 8.9 Indemnification. COMPANY agrees to indemnify and to hold Contractor harmless from any costs, claims, judgments, losses, damages or expenses, including reasonable attorneys' fees (collectively "Liabilities") to the extent that such Liabilities are incurred because of the negligent acts or omissions of COMPANY, its employees, agents, directors, trustees and/or representatives (other than Contractor). Contractor agrees to indemnify and to hold COMPANY harmless from any Liabilities to the extent that such Liabilities are incurred because of the negligent acts or omissions of Contractor, its employees, agents, directors, trustees and/or representatives. Where both parties, or their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

Section 8.10 No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any person or entity, including, without limitation, an Enrollee or Payor.

Section 8.11 Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address set forth on the Execution Page of this Agreement. If mailed, such notice shall be deemed given and received upon deposit in the U.S. Mail.

Section 8.12 Survival of Provisions. Any covenant or provision herein that requires or might require performance after the termination or expiration of this Agreement, including, but

not limited to the provisions set forth in Article 3.0, Article 5.0, Section 6.5, Section 8.1, Section 8.7, Section 8.8 and Section 8.9 shall survive the expiration or termination of this Agreement.

Section 8.13 Severability. If any portion(s) of this Agreement shall, for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect; provided however, that if the invalid provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.

Section 8.14 Interpretation. This Agreement shall be interpreted and applied in accordance with the laws of the State of Colorado.

Section 8.15 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

- a. Force majeure means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; terrorism; mobilization; labor disputes; civil disorders; fire; flood; lockouts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. Force majeure shall not include the inability of either party to acquire or maintain any required insurance, bond, licenses or permits.
- b. Force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.
- c. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

Section 8.16 Conflicts. Except as expressly provided herein, any conflict between the performance standards and requirements of this Agreement and the Medicaid Contract shall be resolved by applying the provisions of the Medicaid Contract.

Section 8.17 Certification. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing services required by the Medicaid Contract by any federal department or agency.

EXECUTION PAGE

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the dates specified.

CONTRACTOR:

<i>Name of Contractor</i> (Please Print or Type)	
<i>Authorized Signature</i>	<i>Date</i>
<i>Name</i> (Please Print or Type)	
<i>Title</i> (Please Print or Type)	
Address:	
<i>Street</i>	
<i>City</i>	
<i>Phone</i> _____ <i>Fax</i> _____	
TIN# _____	

COMPANY:

<i>Authorized Signature</i>	
<i>Name</i> (Please Print or Type)	
<i>Title</i> (Please Print or Type)	
Address:	

Attachment 1 to Exhibit DESCRIPTION OF SERVICES

The Services provided by Contractor shall include but not be limited to the following:

Staffing:

Subject to the exceptions set forth in Section 1.1 of the Agreement, Contractor shall supply all of the personnel required to perform the Services (the "Personnel"). Notwithstanding anything else in the Agreement, Personnel employed by Contractor to perform the Services shall be and remain employees of Contractor, not COMPANY, and Contractor shall have the sole authority to direct, supervise, hire or fire such individuals. Contractor shall be solely responsible for complying with all employment laws applicable to the Personnel and for paying the wages, benefits, taxes, contributions and all other costs related to such Personnel and shall indemnify and hold COMPANY harmless from any such costs and expenses.

Office Space, Furnishings, Supplies.

Contractor shall provide and maintain all of the office space, equipment, supplies, IT systems, and other items, and services reasonably required for the performance of the Services by contractor personnel.

Financial Services. Contractor shall:

- Prepare monthly financial reports to COMPANY as reasonably expected by COMPANY. Such reports shall include but not be limited to reports regarding costs and expenditures, the number of members served each month, the utilization of Independent Providers during the month, the compensation received from the Payor during the month; at a minimum monthly financial reports shall include an Operating (Income) statement and balance sheet;
- Receive and review for accuracy all payment reports from Payor including establishing a system to identify overpayments or underpayments and correct and overpayments or underpayments which are discovered;
- Calculate and forward payment to Partner providers for services provided to Members in accordance with the terms of the Partners' participation agreements;
- Oversee the annual audit and any other financial audits required by the COMPANY Board of Directors or regulatory bodies;
- Develop recommended budgets for COMPANY for the review and approval of COMPANY Board of Directors;

- Manage reserve funds and investment in accordance with investment policies established by COMPANY Board of Directors;
- Ensure that the COMPANY Board of Directors is notified of the minimum level of deposits required for its license and coordination applicable payments with COMPANY Shareholders;
- Track, monitor and report MLR for COMPANY on a monthly basis;
- Prepare all tax reports and documents as required and make arrangement for payment by COMPANY;
- Prepare all bonus earnings (Key performance indicator) variable payment projections for COMPANY; and
- Prepare and file all statutory reporting to Colorado Division of Insurance in accordance with licensing requirements.

Member Management

- Collaborate with HCPF to produce, maintain and make available to all member materials as requested;
- Maintain, staff, and publish the number for a toll-free telephone line that Members may call regarding customer service or Care Coordination issues. Via toll-free telephone-line assist any Member who contacts the Contractor, including Members not in the Contractor's region who need assistance with contacting his/her PCMP and/or RAE.;
- Distribute to members Notice of Privacy Practices and Member Rights and other member mailings as required per contract;
- Member website (see Information Technology section);
- Health Needs Survey (see Information Technology section);
- Notify members of termination of Provider agreement;
- Provide members with information on Grievance and Appeal process;
- At time of enrollment provide members with written information on Advanced Directives;
- Oversee Member Management; Coordinate and chair Member Management meetings and reporting to COMPANY Board of Directors;

- Assure the complaint process at the CMHC level is consistent with contract & state requirements (collaborate with quality department);
- Develop consumer/family directed programs (support networks, empowerment centers, etc);
- Provide leadership and mentoring to CMHC advocates, peer and family specialist staff;
- Create and distribute consumer education, wellness and prevention materials;
- Develop mechanisms for consumer input for the RAE (consumer / family advisory boards; recovery forums; etc.);
- Serve as the consumer/ family voice for the RAE in State forums (HCPF, CBHC, etc.), advocacy organizations (NAMI, MHA, Empower, etc);
- Conduct community and consumer/ family education i.e. wellness, recovery, member's rights;
- Identify regulatory and contractual requirements that relate to consumer/family advocacy and provide oversight to ensure requirements are met;
- Serve as consumer/family representative on board, management, quality and other committees; and
- Member Management Reporting (See Reporting Section).

Grievances and Appeals

- Grievance and Appeals system (See Information Technology section);
- Grievance and Appeals notifications and determinations (see Medical Management section); and
- Grievance and Appeal Report (see Reporting section).

PCMP and Health Neighborhood Provider Management

- Implement tiered PCMP contracting model across Region to be served by COMPANY with established payment models based on Provider tier;
- Make administrative/performance payments directly to PCMP Network Providers to support the provision of Medical Home level of care and to incentivize improved outcomes;

- Track and report on Network Adequacy vs. established standards defined in RAE contract (see Reporting section);
- Implement action plans to meet network adequacy standards if applicable;
- Design, implement and maintain financial incentives for PCMP providers with the goal of achieving Key Performance Indicators including the IPN;
- Audit and manage performance of PCMP providers (see Quality section);
- Establish and maintain relationships with Health Neighborhood providers and Healthy Community agencies;
- Make available to COMPANY Shareholders, Providers and Members a regional resource directory (see also Information Technology section); and
- Provide PCMP Network reporting (see Reporting section).

Behavioral Health Network Provider Management

- Review and process credentialing and re-credentialing applications for practitioners and facilities;
- Conduct background, NPDB, licensure, and Medicare/Medicaid sanctions checks on all providers in accordance with NCQA and Beacon Health Options standards;
- Regularly gather and enter updated information into the Contractor credentialing database on CMHC and external providers; compile reports for use in the network adequacy report to HCPF;
- Ensure provider network is adequate to meet the contract needs
- Ensure provider contracts are implemented and conduct provider site visits as required by NCQA/contract standards;
- Pursue and implement value-based contracts with Providers vs. volume-based contracts with Providers wherever possible; and
- Initiate single case agreements with out of network providers as required.

Population Health Management

- Provider analytics services and software to stratify the population to identify targets for longitudinal and episodic care coordination and care management by COMPANY

- Shareholders, external Providers, other agencies and Contractor;
- Provide Care Coordination only for those members referred directly to Contractor from COMPANY Shareholders, Providers or other agencies in specific cases;
- Provide Care Coordination workflow software to Providers or interface to COMPANY Shareholder selected system (see Information Technology section);
- Create consolidated Care Coordination reports (see Reporting section); and
- Provide Member engagement and messaging system to COMPANY Shareholders and Providers (see Information Technology section).

Medical Management

- Conduct utilization management for outpatient services and higher levels of care for the external network, and UM for the internal network's higher levels of care including Call Center;
- Maintain authorization records and clinical records on members;
- Maintain level of care guidelines;
- Maintain diagnosis based treatment guidelines;
- Maintain Policy and Procedures related to member care, utilization management etc;
- Work with providers in clinical collaboration on treatment plans;
- Provide reports to Partners to include denial/appeal reports, daily census reports for hospitals, etc;
- Collaborate with discharge planners on client care inpatient, and post discharge;
- Provide referrals to consumers;
- Conduct chart audits and reviews per Medicaid contract for provider monitoring and medical necessity;
- Staff customer service and clinical areas with availability 24/7;
- Report potential fraudulent activity to QOCC;
- Audit per Medicaid contract for compliance in Clinical Areas;

- Perform Critical Incident and Adverse Incident investigation as assigned;
- Provide Clinical trainings and provider forums across the RAE;
- Coordinate with Physical Health Utilization Management Contractor;
- Provide utilization Management system and criteria (see Information Technology section);
- Perform utilization and performance analytics and report opportunities for improvement in COMPANY medical management to COMPANY Board of Directors; and
- Utilization Management Reporting (see Reporting section)
- Provide medical oversight of utilization management process to include training and consultation to CCMs;
- Determine medical necessity and clinical appropriateness of care decisions and treatment plans;
- Conduct peer reviews as necessary;
- Provide medical consultation to quality management functions including participation in quality, clinical, compliance, and credentialing committees;
- Review Adverse Incidents, Complaints, and Grievances;
- Conduct medical review of policies, procedures and guidelines;
- Provide consultation to the medical budget process;
- Perform medical analysis of reports;
- Conduct provider recruitment, training, and consultation;
- Perform complex case reviews and staffing; and
- Attend State and Regional Medical Directors meetings as scheduled; attend ad hoc meetings/work groups as required.

Quality Management

- Coordinate documentation submission and overall RAE EQRO site review process;

- Coordinate/conduct and submit performance improvement projects as required by RAE contract;
- Prepare and coordinate implementation of site visit corrective action plan(s);
- Attend Quality meetings; respond to HCPF/HSAG inquiries;
- Prepare and submit required reports to HCPF that are assigned to the QM Department;
- Conduct RAE QM Meetings on a regular basis;
- Prepare Compliance Program Description and Work Plan annually; conduct Compliance Meetings as required;
- Conduct mental health center and IPN contract compliance audits as directed by COMPANY Board(s) of Directors;
- Conduct PCMP contract compliance audits as directed by COMPANY Board(s) of Directors;
- Monitor and manage ongoing performance of Pay for Performance components of the RAE contract and identify and propose to COMPANY Board of Directors Quality Improvement measures and program to enhance performance and capture of Performance earnings; and
- Prepare and distribute Quality Management Data reports/compliance reports/trending reports that reflect performance of the RAE.

Claims

- Process all network provider claims within Contractor's timeliness and accuracy standards;
- Research and resolve claims appeals and disputes;
- Manage Appeals and Grievances process as related to Claims; and
- Maintain and report claims performance statistics on a monthly basis.

Compliance

- Initiate monitoring/evaluation activities to assure Medicaid RAE contract requirements are met;

- Document and report any instances of potential fraud and abuse by COMPANY staff or providers;
- Provide regular compliance report to COMPANY Board of Directors;
- Establish and implement an effective compliance plan which shall address compliance with applicable laws and regulations including but not limited to federal and state Medicaid laws, fraud and abuse laws and the federal False Claims Act as set forth at 31 U.S.C. §3729. Contractor shall perform all Services in a manner consistent with such laws and regulations.

Information Technology (Including Data Analytics and Claims Processing)

- Coordinate with Members' IT Departments to produce data extracts for CDHS and HCPF on a regular basis;
- Provide feedback about all Members' data submissions to Members' IT Departments, Finance Directors and Executive Directors via monthly Data Report Card deliverables;
- Feedback will include aggregate summaries for reconciliation, dates of delivery to COMPANY and dates of delivery to CHDS/HCPF;
- Maintain the integrity and security of all data pertaining to the operations, billing, and reimbursement of COMPANY ("COMPANY Data");
- Maintain back up files of all COMPANY Data so that all Data can be readily and completely recovered within eight hours;
- Participate in and provide leadership to Members at monthly Financial and Auditing Committee meetings, particularly with issues involving the Encounter data submission;
- Participate in and represent Members' interests at monthly HCPF IS meetings;
- Participate in and provide support to Members at Board Meetings;
- Respond to requests from Members for ad-hoc reports or data extracts, as appropriate and as resources will allow;
- Build and maintain new systems and interfaces to connect COMPANY infrastructure with HCPF MMIS and BIDM systems;
- Provide COMPANY with Member stratification and analytics software until functional requirements are met by HCPF BIDM system;

- Provide COMPANY with Utilization Management, Care Coordination, Behavioral Health Provider Contracting and Behavioral Health Provider Credentialing software and systems;
- Provide COMPANY with claims submission, processing, adjudication, payment and reconciliation software and systems;
- Develop, maintain and host a customized and comprehensive website that follows modern principles of optimizing user experience on mobile and personal computer platforms and is navigable by low literacy, low income, racially diverse populations;
- Host provider-facing COMPANY website;
- Develop and maintain a system to consume and distribute Health Needs Survey information from Enrollment Broker to COMPANY Shareholders and other mutually agreed upon entities; and
- Work with COMPANY Shareholders and their IT Departments to improve processes, reports and data quality.

Start-Up Services

- Perform all start-up and close-out period project management; and
- Assemble and submit all start-up and close-out period reports and deliverables (see Reporting section).

Value-Added Services

- Perform all services and reporting related to the wraparound Program for Children and Youth with Significant Health Concerns;
- Perform all services and reporting related to the Pre-Admission Screening and Resident Review (PASRR) General Requirements; and
- Perform all services and reporting related to the Brokering of Case Management Activities.

Reporting (Deliverables)

- Contractor shall compile all of the following data, reports and deliverables required by the Medicaid RAE Contract and subject to review and approval of the COMPANY boards, shall submit such information to HCPF, DPHE or other applicable entity on a

timely basis:

RFP Ref.	Service Area	Report/Deliverable Name
5.1.8.2.4	Communication Requirements	Communication Plan
5.1.8.2.4.4	Communication Requirements	Communication Plan Update
5.1.8.2.4.7	Communication Requirements	Interim Communication Plan Update
5.1.9.2.1	Business Continuity	Business Continuity Plan
5.1.9.3.1	Business Continuity	Updated Business Continuity Plan
5.2.15.1	Key Personnel	Final list of names of the individuals assigned to the Contract
5.2.15.2	Key Personnel	Updated list of names of the individuals assigned to the Contract
5.2.15.3	Key Personnel	Organizational Chart.
5.2.15.4	Key Personnel	Updated Organizational Chart.
5.2.15.5	Key Personnel	Name(s) for the person(s) replacing anyone in a Key Personnel position during an interim change
5.2.15.6	Key Personnel	Name(s), resume(s), and Key Personnel Clearance Form for the person(s) replacing anyone in a Key Personnel position who leaves employment with the Contractor
5.2.15.7	Key Personnel	All current professional licensure and certification documentation as specified for Key Personnel or other personnel
5.2.15.8	Key Personnel	Name of each Subcontractor and items on which each Subcontractor will work
5.5.9.1	Member Management	Member Engagement Report
5.5.9.2	Member Management	Colorado Medicaid Member Handbook section specific to the Contractor's Region.
5.5.9.3	Member Management	Updated Member Handbook section specific to the Contractor's Region whenever significant changes occur.
5.5.9.4	Member Management	Network Directory
5.5.9.5	Member Management	Updated Member materials including changes required by the Department.
5.5.9.6	Member Management	Notice to Members of PCMP termination.
5.6.9.2	Grievances and Appeals	Grievance and Appeal Report
5.7.6.1	Network Development and Access	Network Adequacy Plan
5.7.6.2	Network Development and Access	Network Report
5.7.6.3	Network Development and Access	Provider Credentialing Policies and Procedures.
5.7.6.4	Network Development and Access	Network Changes and Deficiencies.

5.8.7.1	Health Neighborhood and Community	Health Neighborhood and Community Report
5.9.5.1	Population Health Management	Population Health Management Plan
5.9.5.2	Population Health Management	Population Health Management Plan Update
5.9.5.3	Population Health Management	Stratification Report
5.9.5.4	Population Health Management	Care Coordination Report
5.10.10.1	Provider Support and Practice Transformation	All Contractor-developed provider materials and trainings related to the Accountable Care Collaborative Program or Colorado Medicaid documents and provider contact plans
5.10.10.2	Provider Support and Practice Transformation	Practice Support Plan
5.10.10.3	Provider Support and Practice Transformation	Health Information Exchange Connectivity Assessment
5.10.10.4	Provider Support and Practice Transformation	Provider Payment Report
5.11.4.1	Primary Care APM	PCMP Certification Determination
5.12.15.1	Capitated Behavioral Health Benefit	Utilization Management Program and Procedures
5.12.15.2	Capitated Behavioral Health Benefit	1915(b)(3) Waiver Services Report
5.12.15.3	Capitated Behavioral Health Benefit	Child Mental Health Treatment Act (CMHTA) Report
5.12.15.4	Capitated Behavioral Health Benefit	Third Party Identification Report
5.12.15.5	Capitated Behavioral Health Benefit	Third Party Recovery Report
5.13.3.1	Data Analytics and Claims Processing	Certified encounter data submission
5.13.3.2	Data Analytics and Claims Processing	Data Governance Policy and Activities Update
5.4.11.1	Outcomes, Quality and Performance Improvement	Quality Improvement Plan
5.4.11.2	Outcomes, Quality and Performance Improvement	Annual Quality Report
5.4.11.3	Outcomes, Quality and Performance Improvement	Performance Improvement Projects
5.4.11.4	Outcomes, Quality and Performance Improvement	CG-CAHPS Survey Raw Data
5.4.11.5	Outcomes, Quality and Performance Improvement	QOC Report
5.4.11.6	Outcomes, Quality and Performance Improvement	COUP Report
5.15.22.1	Compliance	Compliance Plan

5.15.22.2	Compliance	Suspected Fraud Report
5.15.22.3	Compliance	Suspended Payments Report
5.15.22.4	Compliance	Notification of discovery of excluded employee or contractor
5.15.22.5	Compliance	Notice of Subcontractor Termination
5.15.22.6	Compliance	Fraud, Waste, and Abuse Compliance Report
5.15.22.7	Compliance	Provider and Member Fraud Report
5.15.22.8	Compliance	Administrative Report
5.15.22.9	Compliance	Quarterly Financial Information
5.15.22.10	Compliance	Audited Annual Financial Statement
5.15.22.11	Compliance	Updated Financial Reports or Statements
5.15.22.11.2	Compliance	Health Insurance Providers Fee Report
5.15.22.12	Compliance	Security and HIPAA Violation Breach Notification
5.15.22.13	Compliance	Ownership or Control Disclosures
5.15.22.14	Compliance	Disclosure of Information on Persons Convicted of Crimes
5.15.22.15	Compliance	Business transaction disclosures
5.15.22.16	Compliance	Conflict of Interest Disclosure Statement
5.15.22.17	Compliance	Solvency Notification
5.15.22.18	Compliance	Subcontracts and Provider Contracts
5.15.22.19	Compliance	Notification of Discovery of Excluded Network Provider
5.15.22.20	Compliance	Notices and Disclosures Policies and Procedures
5.15.22.21	Compliance	Warranty and Certification Notification
5.15.22.22	Compliance	Notification of Actions Involving Licenses, Certifications, Approvals and Permits
5.15.22.23.1	Compliance	Provider Preventable Conditions Report
5.15.22.23.2	Compliance	Disproportionate Share and Graduate Medical Education Report
5.16.3.4	Startup and Closeout Periods	Start-Up Plan
5.16.3.5	Startup and Closeout Periods	Member Notifications
5.16.3.6	Startup and Closeout Periods	Provider Notifications
5.16.3.7	Startup and Closeout Periods	Closeout Plan
5.16.3.8	Startup and Closeout Periods	Closeout Plan Update
6.2.9.1	Wraparound Program Administration	Wraparound Program Enrollment List
6.2.9.2	Wraparound Program Administration	Wraparound Program Quarterly Report

EXHIBIT A

COMPENSATION

Total administrative compensation to be determined upon review of Colorado Department of Healthcare Policy and Financing ACC 2.0 RAE Final RFP.

Behavioral Health Administrative compensation shall not exceed the Administrative fees defined in the Colorado Department of Healthcare Policy and Financing ACC 2.0 RAE Final RFP.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made this 1st day of June, 2006 (the "Effective Date"), by and between Beacon Health Options a Virginia corporation ("Contractor") and Health Colorado, Inc. ("COMPANY").

WITNESSETH:

WHEREAS, COMPANY operates a limited service licensed provider network that may be a Covered Entity@ subject to federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, Contractor may be deemed a "Business Associate" of COMPANY as defined by HIPAA regulations and Contractor provides services for COMPANY that may require the use, disclosure, or creation of Protected Health Information (as such term is defined below); and

WHEREAS, COMPANY and Contractor are committed to complying with HIPAA and desire to set forth the rights and responsibilities of the parties with respect to Protected Health Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. DEFINITIONS.

1.1 "Designated Record Set" means a group of records containing Protected Health Information maintained by or for COMPANY which fall within one of the following categories: (a) a health care provider's medical and billing records; (b) a health plan's enrollment, payment, claims adjudication and case management records; or (c) records used in whole or in part by COMPANY to make decisions about the individuals to whom the information relates.

1.2 "Individual" means the person who is the subject of Individually Identifiable Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Privacy Regulations" mean the Standards for Privacy of Individually Identifiable Health Information promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Part 160 and Part 164, and includes any amendments and additions thereto as may be enacted from time to time.

1.4 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, that is (a) created or received by a health care provider, health

plan, employer, or health care clearinghouse; (b) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and (c) identifies an individual with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.5 "Required By Law" means a provision contained in law that compels a Covered Entity or Business Associate to use or disclose PHI that is enforceable in a court of law, including, but not limited to, court orders, subpoenas, summonses, court-ordered warrants and statutes and regulations that require such information if payment is sought under a government health care program.

1.6 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

2. SERVICES PERFORMED BY CONTRACTOR.

Contractor provides services to COMPANY pursuant to a Management Services Agreement between the parties having an effective date of June 1, 2006.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

3.1 Non-disclosure. Contractor agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Safeguards. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Contractor will document and keep safeguards current.

3.3 Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, and to consult promptly with COMPANY Compliance Officer when any such wrongful use or disclosure is detected.

3.4 Reporting. Contractor agrees to report in writing to the Privacy Officer of COMPANY any use or disclosure of PHI by Contractor which is not provided for by this Agreement and of which Contractor becomes aware. Such report shall be made as soon as reasonably possible but in no event more than five (5) business days after discovery by Contractor of such unauthorized use or disclosure. This reporting obligation shall include breaches by Contractor, its employees, subcontractors and/or agents. Each such report of a breach will: (i) identify the nature of the unauthorized use or disclosure; (ii) identify the PHI used or disclosed; (iii) identify who made the unauthorized use or disclosure; (iv) identify who received the unauthorized use or disclosure of PHI; (v) identify what corrective action Contractor took or will take to prevent further unauthorized uses or disclosures; (vi) identify what

Contractor did or will do to mitigate any deleterious effect of the unauthorized use or disclosure; and (vii) provide such other information as COMPANY may reasonably request.

3.5 Agents and Subcontractors. Contractor agrees to ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Contractor on behalf of, COMPANY agrees to the same restrictions and conditions that apply to Contractor through this Agreement with respect to such information.

3.6 Access. Contractor agrees to provide access to PHI in a Designated Record Set to COMPANY or, as directed by COMPANY, to an Individual within five (5) days of receiving a written request from COMPANY in order to meet the requirements of 45 C.F.R. § 164.524. This provision does not apply if Contractor and its employees, subcontractors or agents have no PHI from a Designated Record Set of COMPANY or do not maintain PHI in a Designated Record Set on behalf of COMPANY.

3.7 Amendments. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that COMPANY directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving a written request from COMPANY. Such amendment shall be made by addition to the PHI record, and under no circumstances shall PHI be deleted as part of the amendment process. This provision does not apply if Contractor and its employees, subcontractors or agents have no PHI from a Designated Record Set of COMPANY or do not maintain PHI in a Designated Record Set on behalf of COMPANY.

3.8 Records. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, COMPANY available to COMPANY or, at the request of COMPANY, to the Secretary of the Department of Health and Human Services ("Secretary"), during regular business hours within five (5) business days of receiving a written request from COMPANY, or sooner if requested by the Secretary, for purposes of the Secretary determining COMPANY's compliance with the Privacy Regulations.

3.9 Accounting of Disclosures. Contractor agrees to document all disclosures of PHI by Contractor, its employees, subcontractors or agents in a record maintenance form which shall include: (a) the date of the disclosure; (b) the name and address (if known) of the person or entity who received the disclosure; (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of the consent to the disclosure signed by the individual to whom the PHI relates. Contractor agrees to provide COMPANY or, at COMPANY's request, an Individual within five (5) business days of receiving a written request from COMPANY, information collected in accordance with the preceding sentence, to permit COMPANY to respond to a request by an Individual for such an accounting of disclosures.

3.10 "Trading Partner" Provisions: Use and Disclosure in Connection with Standard Transactions. If Contractor conducts Standard Transactions (as defined in 45 C.F.R. Part 162) for or on behalf of COMPANY, Contractor will comply, and will require each subcontractor or

agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Contractor will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of COMPANY that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

4. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.

4.1 Upon execution of this Agreement and subject to its terms, from time to time, COMPANY may disclose PHI to Contractor and allow Contractor to create or receive PHI on behalf of COMPANY.

4.2 Except as otherwise limited in this Agreement, Contractor may use PHI received from or created on behalf of COMPANY to carry out the responsibilities imposed upon Contractor under the Management Services Agreement provided that such use or disclosure would not violate the Privacy Regulations if done by COMPANY or the minimum necessary policies and procedures of COMPANY. Contractor may use PHI in connection with the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. Contractor may disclose PHI in connection with the proper management and administration of Contractor if (a) the disclosure is Required By Law, or (b) Contractor receives adequate assurances from the person to whom the information is disclosed that the information will be held confidentially, used or further disclosed only as Required By Law or for the purposes for which the disclosure was made, and the person notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

4.3 Any use or disclosure of PHI which is not specifically permitted in this Agreement is prohibited.

4.4 Contractor may use PHI to report violations of law to appropriate authorities consistent with 45 C.F.R. § 164.502(j)(1).

5. OBLIGATIONS OF COMPANY.

COMPANY shall provide Contractor with its privacy notices, any relevant privacy policies or other information, and any restrictions on the use or disclosure of PHI voluntarily agreed to by COMPANY that may impact the permissible uses or disclosures of PHI by Contractor. Throughout the term of this Agreement, COMPANY shall notify Contractor of any changes or additions to such notices, policies, information or agreements.

6. SECURITY OF ELECTRONIC DATA.

If PHI is transmitted to or maintained by Contractor in electronic format, Contractor agrees to:

- (a) Develop, implement, maintain, and use administrative, technical and physical safeguards that reasonably and appropriately protect the integrity, confidentiality, and availability of the electronic PHI that Contractor creates, receives, maintains or transmits on behalf of COMPANY, as required by 45 C.F.R. Part 164, Subpart C;
- (b) Ensure that any agent or subcontractor to whom Contractor provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such PHI;
- (c) Report to COMPANY any security incident of which Contractor becomes aware; and
- (d) Provide reasonable access to and/or permit inspection of its systems to allow COMPANY to determine Contractor's compliance with this provision.

7. TERM AND TERMINATION.

7.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated as permitted herein.

7.2 Termination for Cause. Upon COMPANY's reasonable determination that Contractor has breached a material term of this Agreement, COMPANY shall be entitled to do any one or more of the following:

(a) Give Contractor written notice of the existence of such breach and give Contractor a reasonable period, which shall not be less than 30 days, to cure the breach. If Contractor does not cure the breach or end the violation within such period, COMPANY may immediately terminate this Agreement. If termination of this Agreement is not feasible, COMPANY shall report the breach to the Secretary of DHHS.

(b) Immediately stop all further disclosures of PHI to Contractor pursuant to the Management Services Agreement or other arrangement which is the subject of such breach.

7.3 Termination by Agreement. This Agreement shall terminate upon any such date as COMPANY and Contractor may agree in a writing signed by both parties.

7.4 Termination of Management Services Agreement. This Agreement shall terminate upon the termination or expiration of the Management Services Agreement.

7.5 Effect of Termination.

(a) Upon termination of this Agreement for any reason, Contractor shall return to COMPANY, or destroy, all PHI received, created or maintained in any form by Contractor on behalf of COMPANY. Contractor shall retain no copies of such information. This Section shall also apply to PHI that is in possession of subcontractors or agents of Contractor.

(b) In the event that Contractor determines that return or destruction of PHI is not feasible, Contractor shall provide to COMPANY written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

(c) Contractor shall cooperate with COMPANY to the extent reasonably necessary for COMPANY to determine that all PHI has been properly returned, destroyed or protected upon termination of this Agreement. Such cooperation shall include allowing COMPANY to review electronic and computer systems for data and deleting electronic access paths and codes which allow Contractor to receive or transmit PHI in electronic formats.

(d) Contractor's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Contractor and COMPANY. The respective rights and obligations of Contractor under this Section 7 regarding the return, destruction or protection of PHI after termination shall survive the termination of this Agreement.

8. MISCELLANEOUS.

8.1 Scope of Agreement. This Agreement relates only to the use, disclosure and protection of PHI if it is disclosed to, created or received by Contractor in connection with any relation between Contractor and COMPANY. This Agreement is the sole understanding between the parties relating such matters, and supersedes all prior agreements and understandings, whether oral or written. Nothing herein requires Contractor to accept any PHI or to provide any particular services.

8.2 Assignment. No assignment of this Agreement or of the rights and obligations hereunder by any party shall be valid, without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors, heirs and permitted assigns, if any.

8.3 Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.

8.4 Waiver and Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

8.5 Notice. All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addresses as follows:

If for COMPANY:

If for Contractor:

Attn: Myron Unruh

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Any notice hereunder shall be deemed given and received 48 hours after mailing, if given by mailing in the manner provided above, or upon actual receipt of the information if given by hand, facsimile or telegraph.

8.6 Amendments. This Agreement may only be amended or modified by written agreement executed by all parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COMPANY to comply with the requirements of the Privacy Regulations and HIPAA.

8.7 Governing Law/Construction. This Agreement shall be governed by applicable federal law and the laws of the State of Colorado, without regard to conflict of laws principles. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits COMPANY to comply with the Privacy Regulations.

8.8 No Third Party Beneficiaries. Contractor and COMPANY agree that Individuals who are the subject of PHI are not third party beneficiaries of this Agreement.

8.9 Further Acts. The parties agree that the intent of this Agreement is to comply with the Business Associate provisions of the Privacy Regulations. Each of the parties shall execute and deliver all documents, papers and instruments reasonably necessary or convenient to carry out the terms of this Agreement. The parties shall, upon request at any time after the date of this Agreement, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and things as may be reasonable to effectuate the purpose and intent of this Agreement as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

COMPANY

By: _____

Its: _____

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____