AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community Integration Agreement; Rocky Mountain He

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Rocky Mtn. Health Maintenance Organization

Term Begins: upon approval **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

This contract will provide care coordination to Medicaid patients. The intent of care coordination is to: maintain & improve health of Medicaid covered persons, reduce emergency room visits, reduce unnecessary hospital admission & re-admits, increase family's understanding and use of local

Fiscal Impact: $33,280

Submitted by: Carol Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Additional revenue ($33,280) coming to Gunnison County for providing services listed in agreement. For period ending 12/31/16.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/8/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 4/15/16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/15/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/15/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/19/2016

Revised April 2015

COMMUNITY INTEGRATION AGREEMENT

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans, (herein "RMHMO")

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (herein "Contractor")

Address of RMHMO and RME:
2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Contractor:
225 North Pine Street, Suite E
Gunnison, CO 81230

Tax I.D. No.: 84-6000770

Rocky Mountain Entities (RMEs) offer and administer Health Care Plans in Colorado.

Health Care Plans offered by RMEs are marketed under the trade name of "Rocky Mountain Health Plans."

RMHMO, on behalf of RMEs, desires to delegate Care Coordination activities to Contractor, and Contractor desires to accept such delegation, subject to the attached Terms and Conditions. Contractor will be reimbursed for such Care Coordination activities as set forth in the attached Terms and Conditions.

This Agreement shall have no effect on any other agreements that may exist between the parties.

Contractor and RMHMO agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By:_____
Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By:_____
(Signature)

_____
(Name)

_____
(Title)

Effective Date: _____
(To be completed by RMHMO)

ATTACHMENTS:

Exhibit A - Scope of Work
Exhibit B - Law Exhibit
Exhibit C - Agreement For Protection of Information
Exhibit D - Accountable Care Services Agreement

TERMS AND CONDITIONS

1. **Definitions**. The words and terms below each have the following definitions:

A. "Care Coordination Services" or "CC" shall mean those services provided by Contractor which result in the development and implementation of an integrated plan of action and which shall include services described in Exhibit A – Scope of Work.

B. "Covered Person" shall mean a person enrolled in the Medicaid Accountable Care Collaborative Program (ACC) under a contract between RMHMO and the Colorado Department of Health Care Policy and Financing (CDHCPF).

C. "Care Coordination Committee" shall mean the committee established by Contractor to be responsible for implementation, oversight and review of the Care Coordination Program in accordance with this Agreement.

D. "Care Coordination Program" shall mean the program established and implemented by Contractor to perform the CC activities delegated by this Agreement.

E. "Covered Person" shall mean a person who is eligible and enrolled in the ACC.

F. "Health Care Plan" shall mean any health care plan administered by RME that is provided pursuant to a contract between CDHCPF and RME for ACC Covered Persons.

G. "Health Care Services" shall mean those services provided to Covered Persons, limited to the benefits and subject to the exclusions of the Covered Person's CDHCPF Medicaid benefit entitlement.

H. "Medicaid Recipient" shall mean a person CDHCPF certifies as eligible for Medicaid benefits under a Medicaid Contract. Medicaid Recipients are not necessarily considered Covered Persons under this Agreement.

I. "Medical Services" shall mean all medical, surgical, pharmacy, radiological, anesthesia and pathological outpatient and inpatient services which a Covered Person is entitled to receive pursuant to the Covered Person's Health Care Plan.

J. "Medicare Beneficiary" shall mean a person entitled to the benefits provided under the federal health insurance program for people 65 or over and certain disabled people pursuant to an agreement between RME and CMS.

K. "Primary Care Procedures" shall mean those procedures established by CDHCPF for obtaining and receiving Health Care Services.

L. "Rocky Mountain Entity" or "RME" shall mean RMHMO and Rocky Mountain HealthCare Options, Inc. (HCO), or any health maintenance organization, insurance company, health service corporation, or third party administrator that is a subsidiary of RMHMO or HCO.

2. **Delegated Care Coordination**.

A. Delegation of CC. RMHMO, on behalf of RMEs, hereby delegates responsibility for CC to Contractor, and Contractor accepts such delegation. Contractor shall perform CC activities and administer the CC Program in accordance with the terms and conditions of this Agreement, as required by the CDHCPF and with any state or federal laws applicable to CC.

B. CC Program

(1) Intent of Care Coordination Services. The intent of Care Coordination Services is for Contractor to provide the following services:

(a) Maintain and improve the health and well being of Covered Persons;

(b) Reduce emergency room visits;

(c) Reduce unnecessary hospital admissions and re-admissions;

(d) Prevent duplication of costly treatment;

(e) Increase the family's understanding of recommended treatments;

(f) Increase Covered Person and Participating Provider satisfaction;

(g) Augment the support of families by utilizing community resources;

(h) Ensure long-range comprehensive planning;

(i) Create independent families;

(j) Encourage families to maintain continuous health care coverage for primary and specialty Medical Services; and

(k) Improve communication across service and support agencies, professionals, volunteers and families.

(2) Essential Activities of Care Coordination Services. Essential activities are delivered through office consultations, home visits, team conferences and telephone conferences. The following are the essential activities that Contractor shall perform in order to provide Care Coordination Services:

(a) Communication/Trust Building. Identifying and supporting family strengths, cultures and values.

(b) Assessment. Collecting and reviewing medical and educational records, and identifying strengths, needs and available resources in concert with the family and providers.

(c) Planning. Assisting the family in determining specific objectives, goals, and actions designed to meet identified needs. The care plan is action oriented and time-specific.

(d) Implementation. Executing specific activities and/or interventions that will lead to accomplishing the goals set forth in the care plan. This involves organizing, securing, integrating, and modifying the resources necessary to accomplish the goals.

(e) Monitoring and Evaluation. Gathering ongoing information from all relevant sources about the care plan and its activities and/or services to enable the Contractor and family to determine the care plan's effectiveness in reaching desired outcomes and goals. This might lead to a change in the care plan in its entirety or any of its component parts.

C. Quality of Care Monitoring Information. Contractor shall notify the RMHMO Quality Improvement (QI) Manager of any potential adverse outcome event related to a Covered Person as soon as Contractor is informed of the situation. RMHMO shall be notified of any "occurrence" which raises the potential of quality concern issue, including but not limited to the following: (a) unplanned return to the operating room on the same admission, (b) unexpected death during inpatient stay, (c) unplanned removal, injury or repair of organ or structure during a surgical or other invasive procedure; and (d) any other unusual or potentially adverse event of which Contractor becomes aware.

D. Joint Operating Committee. RMHMO and Contractor agree to meet at least quarterly to discuss any operational issues of concern or need with regard to the provision of Care Coordination Services to Covered Persons by Contractor.

E. Records.

(1) Contractor shall maintain records of all CC activities related to Covered Persons on a case-specific basis, including a narrative of CC activities performed, referrals, dates of requests for Health Care Services, dates of resolution of requests for Health Care Services and Covered Person and identifiers for a minimum of seven (7) years.

(2) Additional records required to be kept by Contractor pursuant to this Agreement and provided to RMHMO shall include, but not be limited to, the following: (1) Care Coordination Assessment Tools; (2) Annual Reports; (3) applicable evaluations, audits, surveys and reports regarding the CC Program; (4) complaints regarding CC activities and actions taken with respect to

such complaints; and (5) all CC policies and procedures. All records required by this Agreement shall be retained for not less than seven (7) years.

(3) Contractor shall immediately provide any records and/or reports regarding CC activities to RMHMO upon RMHMO's request.

(4) In providing any records under this Agreement, RMHMO and Contractor shall comply with applicable state and federal laws relating to privacy and confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. No Recourse against Covered Persons or Colorado. Contractor hereby agrees that in no event, including, but not limited to, nonpayment by RME, RME's insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person, the State of Colorado, any Federal Health Care Program or State Health Care Program or persons (other than the RME) acting on the Covered Person's behalf, for services provided pursuant to this Agreement. This provision does not prohibit Contractor from collecting Deductibles, Coinsurance or Co-Payments as specifically provided in the Covered Person's Health Care Plan or fees or supplemental charges for uncovered services delivered on a fee-for-service basis to Covered Persons. Contractor further agrees that (1) this provision shall survive the termination of this Agreement, regardless of the reason for termination, including insolvency of RME, and shall be construed to be for the benefit of Covered Persons, the State of Colorado, any Federal Health Care Program or State Health Care Program, and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and a Covered Person or persons acting on a Covered Person's behalf insofar as such contrary agreement relates to liability for payment for or continuation of services provided pursuant to this Agreement. No changes, modifications, additions or deletions shall be made to the provisions of this paragraph without the prior written consent of the Secretary of the United States Department of Health and Human Services and such changes, modifications, additions or deletions shall become effective on a date no earlier than thirty (30) days after the Colorado Commissioner of Insurance has received written notice of such proposed changes, modifications, additions or deletions with regard to Health Care Plans which are not self insured Health Care Plans.

G. Compliance with Law. Contractor agrees to comply with the terms of Exhibit B, the Law Exhibit.

H. Compliance with The Agreement for Protection of Information. The parties agree to execute and comply with the terms of Exhibit C, the Agreement for Protection of Information.

I. Additional Obligations. To the extent any state or federal law requires that RME have Contractor perform certain duties or obligations, Contractor shall perform such duties and obligations.

3. Compensation.

A. Compensation for CC. RME will pay Contractor as set forth in attached Exhibit A – Scope of Work for CC services provided to Covered Persons. Contractor agrees to accept the compensation set forth on Exhibit A as full payment and complete satisfaction of any claim for compensation due for CC services provided to Covered Persons. The payment will be made upon RMHMO's acceptance of deliverables described in Exhibit A and after Contractor submits invoices to RMHMO for such deliverables and ongoing services.

4. Reporting. Contractor shall provide RMHMO with necessary data in a timely manner to support RMHMO in submitting comprehensive reports as required in the RCCO contract with the Colorado Department of Health Care Policy and Financing. Contractor shall provide specific content and use a format agreed to by the parties.

5. RMHMO Audit. RMHMO may conduct audits of CC Program records during regular business hours upon seventy-two (72) hours' advance written notice to Contractor. The audits shall

occur quarterly during the first year of this Agreement, and at least annually thereafter, at intervals to be determined by RMHMO. Contractor shall provide RMHMO with working space for the purpose of such audits. During said audits, RMHMO will need access to consent and release forms, Triage Interview Records, Care Coordination Assessment Tools, Annual Reports, and any other documentation related to CC.

6. **Sub-delegation.** Contractor shall not sub-delegate any CC activities without the express written approval of RMHMO, and any approved sub-delegation shall be subject to any terms and conditions imposed by RMHMO.

7. **Notice of Noncompliance.** In the event that Contractor is unable or unwilling to perform any duty or obligation required by this Agreement, Contractor shall immediately notify RMHMO of such fact in writing.

8. **Effective Date and Termination**.

A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2016, unless otherwise terminated in accordance with the provisions of this Agreement.

B. Unilateral Termination. Notwithstanding the foregoing, this Agreement may be terminated by RMHMO or Contractor without cause on at least sixty (60) days' prior written notice to the other party

C. Right to Immediate Termination. RMHMO may terminate this Agreement immediately with notice to Contractor if 1) Contractor is suspended from doing business in Colorado; 2) Contractor is not performing CC activities in compliance with CDHCPF requirements; 3) RMHMO revokes the delegation of CC activities pursuant to this Agreement; or 4) RMHMO reasonably determines that continuation of this Agreement may negatively affect Covered Persons' care.

D. Effect of Termination. Contractor's obligations with respect to CC activities performed prior to the effective date of termination shall survive termination of this Agreement.

9. **General Provisions**.

A. No Rights to Covered Persons. This Agreement shall not be construed to provide any right to a Covered Person or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Agreement. The sole purpose of this Agreement is to establish the respective rights and duties of the parties hereto, each to the other. Any rights of a Covered Person are derived solely from the Covered Person's Health Care Plan.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. This Agreement shall be governed by and construed in accordance with all laws, regulations and contracts of CDHCPF relating to CHP+ Covered Persons and all laws, regulations and contracts of CCS relating to Medicare Beneficiaries who are Covered Persons. Venue of all matters shall be in Mesa County, Colorado.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to this Agreement.

D. Assignment. Contractor's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Contractor without the prior written consent of RMHMO. RMHMO may assign its rights, duties and responsibilities pursuant to this Agreement, but only if such assignee assumes all such rights, duties and responsibilities.

E. Right of Setoff. If any amounts are owed to RME by Contractor, RME shall have the right to setoff such amounts from any amounts owed to Contractor by RME.

F. Relationship of Parties. This Agreement is intended to create the relationship of independent contractor on the part of Contractor as to the performance of the duties and

obligations under this Agreement. Nothing contained herein shall be interpreted to create any relationship of agency, partnership or joint venture between RME and Contractor. Neither party shall represent or hold themselves out to any person or entity other than is consistent with the relationship of independent contractor.

G. Cooperation with RME Providers/ Non-Exclusive Agreement. Contractor acknowledges that RMHMO and RME may enter into other agreements with other entities and persons to assist in the promotion and implementation of Health Care Plans. Contractor agrees to cooperate with RMHMO and RME and all contractees and providers to RMHMO and RME in the provision of health care to Covered Persons.

H. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

I. Amendments.

(1) State and Federal Law Amendments. RMHMO may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations. Any such unilateral amendment shall become effective on the date stated in the notice of amendment provided that such date is fifteen (15) days following RMHMO's notice to Contractor of the amendment, except that the amendment may become effective on an earlier date if any applicable state or federal law, statute or regulation that was the basis of the amendment requires a specific date of compliance, which date is less than fifteen (15) days following RMHMO's notice.

J. Notices. Whenever required hereunder, notices, except notices of termination and breach, shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail or a recognized overnight delivery service, to the address of the parties set forth on the signature page of this Agreement. Notices of termination and breach shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail, postage prepaid, certified mail, return receipt requested, or via a recognized overnight delivery service to the addresses of the parties set forth on the signature page of this Agreement. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

K. Waiver. No party will be deemed to have waived any rights hereunder unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. The failure to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. All rights and remedies provided for under this Agreement are cumulative. A waiver by any party of a breach of a provision of this Agreement or warranty or representation set forth herein will not constitute a waiver of the breached provision, warranty or representation or any other provision, warranty or representation.

L. Benefit. The terms and provisions of this Agreement shall bind and benefit Contractor and permitted assigns, and shall bind and benefit RMHMO and its agents, employees, representatives, successors and assigns. An RME other than RMHMO shall be a third party beneficiary of this Agreement to the extent that Contractor provides services to Covered Persons enrolled under such RME's Health Care Plan, or under a Health Care Plan for which such RME is a third party administrator. To the extent an RME other than RMHMO is a third party beneficiary of this Agreement, such RME shall also have the obligations of RME under this Agreement as set forth herein. Each RME shall only have obligations under this Agreement for those services provided under the terms of this Agreement to Covered Persons enrolled under such RME's Health Care Plan or for which Health Care Plan such RME is a third party administrator. Except as provided in this paragraph, no other person or entity shall be a third party beneficiary of this Agreement.

EXHIBIT A – SCOPE OF WORK

Medicaid Accountable Care Collaborative

Program Year Ending December 31, 2016

Gunnison County

Prioritized Activities and Interventions for RCCO Region 1 Enrollees

Purpose, Background and Participating Organizations

Contractor and RMHMO have both elected to participate in the Colorado Medicaid Accountable Care Collaborative, under separate agreements with the State of Colorado, and a separate Primary Care Medical Provider (PCMP) agreement between Contractor and RMHMO. RMHMO, in its capacity as the RCCO for Region 1, must achieve health, quality and cost improvements specified by the State of Colorado. Contractor, in addition to fulfilling objectives under its PCMP agreements with the State of Colorado and with RMHMO, is uniquely positioned within the Gunnison County Community to undertake additional Care Coordination Services to achieve program objectives shared by the parties for the population as a whole. These include, but are not limited to:

- Development of a trans-disciplinary, community-based care coordination infrastructure for attributed and non-attributed Covered Persons;

- Integration of behavioral health services in clinical, financial and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.

- Development of new data use processes and competencies, to align available program resources with population health management priorities and gaps;

- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation and shared decisions;

- Active participation in measurement, collaborative learning, diffusion and program governance activities.

Key Community Partners

Contractor and RMHMO both acknowledge and agree that, while they are jointly and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to do so does not rest exclusively within the scope of their respective or collective control. To that end, Contractor and RMHMO agree to collaborate actively with other organizations in the community who share responsibility for program success. These include:

- Primary Care Medical Providers (PCMPs) participating in the Colorado Medicaid Accountable Care Collaborative.

- The Center for Mental Health

- Gunnison Valley Health (Hospital)

- Consumer interest and advocacy organizations, and/or individual consumers participating in Contractor's own community programs.

As appropriate and necessary, Contractor and RMHMO agree to consult and include these Key Community Partners in the development and oversight of the 2016 Program Plan.

2016 Program Plan

The Contractor and RMHMO agree that effective care coordination, population health management and cost control initiatives entail ongoing prioritization, monitoring and adjustment processes – in accordance with available resources. As such, the parties shall develop, maintain and continually adjust a Program Plan to specify their respective roles and priorities for each Care Coordination Level (set forth herein). Additionally, the Program Plan will define behavioral health integration, data use, technology, care management documentation and reporting objectives (e.g., the number and mix of Covered Persons with whom the Contractor, RMHMO and Key Community Partners will establish contact, obtain consent and provide Care Coordination Services).

Care Coordination Levels

Contractor acknowledges that RMHMO and HCPF have agreed to the following care coordination categories for the purpose of aligning resources and activities in Region 1 with program objectives and monitoring functions. Application of this framework to the roles and operations agreed by the parties hereunder shall be specified and adjusted as necessary in the Program Plan.

- Level 1 - Preventive care, wellness care: members receive a call to help establish a primary care physician (PCP) or practice. Members receive reminders for annual and preventive care screenings.

- Level 2 – Single, well-managed chronic disease: support for the Member to continue to self-manage their disease process.

- Level 3a - Moderately well-managed Disease Process (controlled and uncontrolled periods, referrals to specialists not required): More robust support for the Member to self-manage their disease process. This may include community classes, care coordinator phone calls, or consults with ancillary professionals (i.e. a nutritionist) in practice settings.

- Level 3b – Moderately managed Disease Process (controlled and uncontrolled periods and referrals to specialists required): More robust support for Member to self-manage their disease process as above; as well as active engagement with the Member and their providers to coordinate care among all providers.

- Level 4 – Complex Outpatient Care Coordination – Poorly controlled disease process: Typically, Members at this level will have multiple morbidities and have multiple barriers accessing the appropriate care, in the appropriate place and time. Locally-based Care Coordinators will build trust-based patient-centered relationships to facilitate the Member's ability to effectively navigate the health care system and facilitate the numerous providers and care coordinators in contact with the Member to effectively care for the Member. Care Coordinators focus on the immediate needs of the Member, therefore, activities may include:

home visits, accompanying the Member to appointments, helping the Member access financial and social programs and other activities as needed.

- Level 5 – Transitions of Care: In the course of an acute exacerbation of an illness, a Member might receive care from a PCMP or specialist in an outpatient setting, then transition to a hospital admission before moving on to yet another care team at a skilled nursing facility. Finally, the Member might return home, where he or she would receive care from a Home Health nurse. Each of these shifts from care providers and settings is defined as a care transition and local Care Coordinators will work with the Member to manage these transitions.

State Innovation Model
Contractor acknowledges that RMHMO is working closely with the State of Colorado, Office of the Governor, on the "State Innovation Model" (SIM) grant initiative, which includes a focus on behavioral health integration in primary care settings, alignment of measures and payments across multiple programs and payer types. Contractor also acknowledges that RMHMO is working closely with the Center for Medicaid and Medicare Services Innovation Center ("CMMI") on a variety of practice transformation and community integration projects, such as the Comprehensive Primary Care initiative (and successor programs) and the "Accountable Health Communities Model" testing initiative.

Contractor will participate in these and/or similar demonstration programs, as appropriate, in order to evaluate impact of behavioral health integration. Contractor will provide access to EHR and practice management data as necessary to support evaluation in this area.

Resources and Budget

Contractor shall receive payment not to exceed $33,280 from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement. This funding level predicated upon Contractor staffing a .5 FTE Care Coordinator to serve the ACC population in Gunnison County.

Additional Resources

- Training, oversight and periodic care coordination record reviews provided by RMHMO care management staff.

- Access to RMHP's *Essette* care management application for documentation of care coordination activities, Service Coordination Plans for Medicare-Medicaid eligible beneficiaries, and ongoing reporting requirements established by RMHMO and the Colorado Department of Health Care Policy and Financing.

Payment

RMHMO will make payments to Contractor in four (4) distributions, as follows, for the program budget set forth below:

- **April 1, 2016:** **$ 8,320.00**

- **May 15, 2016:** **$ 8,320.00**

- **August 15, 2016:** **$ 8,320.00**

- **November 15, 2016: $ 8,320.00**

Payment Contingency

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Delegation Agreement. The parties explicitly acknowledge that the Medicaid Accountable Care program is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RCCO payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

EXHIBIT B – LAW EXHIBIT
COMMUNITY INTEGRATION AGREEMENT

The terms of this Exhibit are made a part of and are included within the Agreement to which this Exhibit is attached. All capitalized terms not defined in this Exhibit are defined in the Agreement. Any party (Contractor) entering into the Agreement with RMHMO shall comply with all applicable terms and conditions of this Exhibit. The applicability of each paragraph depends on the type of Health Care Plan for which Contractor provides Health Care Services and is noted below.

SECTION I. The paragraphs in Section I apply to all Health Care Plans.

1. Non-Discrimination. Contractor agrees to comply with all applicable state and federal laws respecting discrimination and unfair employment practices.

2. Equal Opportunity. It is the policy of RMHMO to provide equal opportunity and to prevent discrimination based on race, color, national origin, age or disability in admission or access to, or treatment or employment in, RMHMO programs, health care plans, and activities to the extent required by applicable law. Contractor shall comply with this policy as may be required by law. All federally funded benefits and services are provided in accordance with Title VI of the Civil Rights Act, as amended, Section 504 of the Rehabilitation Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, as well as other related laws. **In addition, the parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a), and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** All Contractors and subcontractors are notified of their responsibility to comply with these laws. The EEO Officer is responsible for compliance with state and federal equal opportunity laws. The EEO Officer is also responsible for implementing the Equal Opportunity Plan. If Contractor or a Covered Person has any questions concerning this policy, Contractor or Covered Person should contact the RMHMO Member Concerns Coordinator at (800) 346-4643or (970) 243-7050, or TTY (970) 248-5019 or (800) 704-6370; para asistencia en Español llame al (800) 346-4643.

3. Compliance Plan. RMHMO has a compliance plan (Compliance Plan) in place. Contractor shall not take any action to cause a violation of the terms of this Compliance Plan. A copy of the Compliance Plan will be provided to Contractor upon written request. Contractor shall contact the Compliance Officer at RMHMO if Contractor becomes aware of or suspects any fraud, waste, abuse or non-compliance with the Compliance Plan.

4. Illegal Aliens. Contractor certifies that Contractor does not knowingly employ or contract with any illegal aliens to perform services under the Agreement. If RME obtains actual knowledge that Contractor knowingly employs or contracts with an illegal alien to perform services under the Agreement, RME shall (1) notify Contractor within three (3) days that RME has actual knowledge that Contractor is employing or contracting with an illegal alien to perform services under the Agreement; and (2) terminate the Agreement, unless, within three (3) days of receiving notice from RME, (a) Contractor stops employing or contracting with the illegal alien to perform services under the Agreement, or (b) Contractor provides information to RME to establish that Contractor has not knowingly employed or contracted with the illegal alien to

perform services under the Agreement. If Contractor becomes aware that Contractor has employed an illegal alien to perform services under the Agreement, whether knowingly or unknowingly, Contractor must end such employment immediately.

5. Program Eligibility. RMHMO and Contractor represent to the other that they have not been debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Neither RMHMO nor Contractor will take any action during the term of this Agreement which would result in it being debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. In addition, during the term of this Agreement, Contractor has not and will not arrange or contract with any employee, contractor, or agent for the provision of items or services under this Agreement who Contractor knows or should know is debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Contractor will provide RMHMO with validation that all its employees, contractors, subcontractors, or agents have been screened for debarment, suspension or exclusion in Medicare or any other State Health Care Program or Federal Health Care Program. If either party determines that the other party is, or becomes during the term of this Agreement, debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program, the party that is not debarred, suspended, or made otherwise ineligible may terminate this Agreement immediately.

SECTION II. The paragraphs in Section II apply to Federal Health Care Programs.

1. Incorporation of Federal Acquisition Regulations by Reference. Because RMHMO is a contractor with the federal government, the following provisions are incorporated by reference into the Agreement with the same force and effect as if the provisions were given in full text. These provisions are incorporated into the Agreement only to the extent required by applicable law. Upon request, RMHMO will make the full text of the provisions available:

A. Equal Opportunity (48 C.F.R. § 52.222-26);

B. Covenant Against Contingent Fees (48 C.F.R. § 52.203-5)

C. Utilization of Small Business Concerns (48 C.F.R. § 52.219-8);

D. Small Business Subcontracting Plan (48 C.F.R. § 52.219-9);

E. Convict Labor (48 C.F.R. 52.222-3)

F. Prohibition of Segregated Facilities (48 C.F.R. § 52.222-21) To the extent required by applicable law, Contractor certifies that Contractor does not and will not maintain or provide for Contractor's employees any segregated facilities as defined in 48 C.F.R. § 52.222-21(a) at any of Contractor's establishments, and that Contractor does not and will not permit Contractor's employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall be a violation of the Equal Opportunity provision in paragraph 1;

G. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (48 C.F.R. § 52.222-35);

H. Affirmative Action for Workers with Disabilities (48 C.F.R. § 52.222-36);

I. Anti Kickback Procedures (48 C.F.R. § 52.203-7); and

J. Government Property (48 C.F.R. § 52.245-1).

2. Prohibition Against Use of CMS Funds to Influence Legislation on Appropriations. No part of any funds paid to Contractor under this Agreement for Health Care Services provided

to Medicare Beneficiaries shall be used to pay the salaries or expenses of Contractor or any agent acting for Contractor to influence legislation or appropriations pending before Congress.

3. Disclosure of Information. Contractor shall establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or others in carrying out the terms of the Agreement shall be used by or disclosed by it, its agents, officers or employees, except as provided in Section 1106 of the Social Security Act (42 U.S.C. § 1306) and regulations prescribed thereunder.

4. Termination of CMS Contract. In the event RMHMO's Medicare contract is terminated or non-renewed, the Agreement, to the extent it concerns RMHMO's Medicare contract with CMS, will be terminated unless CMS and RMHMO agree to the contrary. Such termination shall be accomplished by delivery of a written notice to Contractor of the date upon which said termination will be effective. Notwithstanding the foregoing, if RMHMO desires to continue the Agreement relative to RMHMO's business after the Medicare contract between CMS and RMHMO has been terminated or non-renewed, RMHMO may do so provided that RMHMO assures to CMS in writing that CMS' obligations will terminate at the time the Medicare contract terminates or is non-renewed, subject to termination cost provisions provided for in the Medicare contract.

5. Liquidated Damages. The following provision is applicable only if the Agreement contains a liquidated damage provision which is related solely to Medicare. CMS, after consultation with RMHMO, shall have the right to determine that the specified levels of performance have not been attained by Contractor. In such event, CMS may direct RMHMO to notify Contractor of CMS' determination that liquidated damages apply and to set-off the liquidated damages against Contractor. CMS shall reimburse RMHMO for all reasonable costs relating to this activity and shall honor any judgment or award rendered against RMHMO directly resulting from the enforcement of such provision as directed by CMS. Failure of RMHMO to timely comply with such direction, shall constitute cause for the application of any and all administrative, statutory, and judicial remedies which may be available to CMS pursuant to CMS' agreement with RMHMO, including, but not limited to, offsetting an amount equivalent to the amount of such unenforced liquidated damages. In the event that such offset is made, RMHMO shall be obligated to continue to perform all terms and conditions of such agreement without additional payment from CMS attributable to such offset amounts.

6. Downstream Contractual Obligations. To the extent not already set forth herein, Contractor agrees to comply with all applicable requirements and obligations to which RMHMO is bound, including but not limited to, the applicable requirements of 42 C.F.R. § 422.504 and 42 C.F.R. § 423.505. In addition, Contractor represents and agrees all services and activities performed by Contractor and any agent or subcontractor shall be consistent with RMHMO's contractual obligations with CMS.

7. CMS Requirements for Medicare Contracts. Contractor shall comply with all applicable requirements of law, with regard to providing Health Care Services to Medicare Beneficiaries. Contractor agrees to the following regarding providing Health Care Services to Medicare Beneficiaries:

A. The Department of Health and Human Services (HHS), the Comptroller General, or their designees may audit, evaluate, or inspect any books, contracts, computer or other electronic systems, including medical records, patient care documentation, as well as all other records of Contractor that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Agreement, or as HHS,

the Comptroller General, or their designees may deem necessary to enforce RMHMO's contract with CMS to provide services to Medicare Beneficiaries. Contractor shall comply with the provisions of 45 C.F.R. § 74, et seq., concerning granting HHS and the Comptroller General of the United States, and any other authorized representatives, access to books, documents, papers and other records.

B. Contractor shall make available, for the purposes specified in paragraph (A) above, its premises, physical facilities and equipment, records relating to its Medicare Beneficiaries, and any additional relevant information that CMS may require.

C. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through 10 years from the end of the final contract period or completion of audit, whichever is later unless--

(1) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Contractor at least 30 days before the normal disposition date;

(2) There has been a termination, dispute, or allegation of fraud or similar fault by Contractor, in which case the retention may be extended to 6 years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or

(3) CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Contractor at any time.

D. Contractor agrees that it will require all related entities, contractors and subcontractors to agree that:

(1) HHS, the Comptroller General, or their designee has the right to inspect, evaluate and audit any pertinent exhibits, books, documents, papers, and records of the related entity, contractor or subcontractor;

(2) HHS' and the Comptroller General's right to inspect, evaluate and audit any pertinent information for any particular contract period, will exist through ten (10) years from the final date of the contract period or the date of completion of any audit, whichever is later.

E. Contractor agrees to provide Health Care Services to Medicare Beneficiaries in a manner consistent with professionally recognized standards of health care.

F. Contractor shall comply with the confidentiality and enrollee accuracy requirements of CMS regulations with regard to Medicare Beneficiaries including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

G. Medicare Beneficiaries will not be held liable for payment of any fees that are the legal obligation of RMHMO. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

H. For all enrollees eligible for Medicare and Medicaid, Contractor may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Contractor will: (1) accept RMHMO's payment as payment in full, or (2) bill the appropriate State

source. [42 C.F.R. §422.504(g)(1)(iii)]

I. The Agreement contains a prompt payment provision (entitled "Time of Payment"), the terms of which were developed and agreed to by the contracting parties. RMHMO is obligated to pay Contractor under the terms of the Agreement between RMHMO and Contractor. [42 C.F.R. §§ 422.520(b)(1) and (2)]

J. Any services or other activity related to the Agreement which are performed by Contractor are consistent and comply with RMHMO's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

K. All contracts or written arrangements between Contractor and subcontractors or first tier or downstream entities for the provision of Health Care Services to Medicare Beneficiaries must contain a provision requiring that any services or other activity performed by such subcontractor, or first tier or downstream entity are consistent and comply with RMHMO's contractual obligations under its contract with CMS, and include the requirements, as applicable, of this subsection.

L. RMHMO may only delegate functions regarding services for Medicare Beneficiaries to Contractor, a subcontractor or downstream entity in a manner consistent with the requirements, laws, rules, and regulations governing Medicare. All contracts or written arrangements, including the delegation of any of RMHMO's activities or responsibilities under RMHMO's contract with CMS, must specify that the related entity, contractor or subcontractor must comply with all applicable Medicare laws, regulations, and CMS instructions. Any delegated activities or responsibilities under the Agreement shall be delineated in a separate exhibit attached to the Agreement. CMS and RMHMO reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or RMHMO determine that such parties have not performed satisfactorily. RMHMO will monitor the performance of Contractor on an ongoing basis. The credentials of medical professionals affiliated with Contractor will be either reviewed by RMHMO or the credentialing process will be reviewed and approved by RMHMO and RMHMO must audit the credentialing process on an ongoing basis. If RMHMO delegates the selection of providers, contractors, or subcontractor, RMHMO retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

M. As a Part D Plan Sponsor, RMHMO, on an ongoing basis will monitor the performance of the parties.

N. Contractor agrees to submit all claims for covered Part D drugs to RMHMO or its intermediary, as required by 42 C.F.R. § 423.120(c)(3), unless the Medicare Beneficiary expressly requests that a particular claim not be submitted to RMHMO or its intermediary.

8. Fraud Training. Contractor agrees to complete fraud training annually as required by 42 CFR § 422.503(b)(4)(vi)(C) and 42 CFR § 423.504(b)(4)(vi)(C). RMHMO will accept the certificate of completion of the CMS training as satisfaction of this requirement.

9. Overpayments. Contractor agrees to report and return to RMHMO, as required by 42 U.S.C. § 1320a-7k(d) any funds received, retained or derived from payments under Title XVIII or XIX of the Social Security Act to which Contractor is not entitled. Contractor shall report and return such funds to RMHMO no later than 60 days after Contractor identifies the overpayment. The report to RMHMO shall include a written statement of the reason of the overpayment.

In the event of a conflict between the terms and conditions above and the terms of the Agreement, the terms above control.

SECTION III. The paragraphs in Section III apply to State Health Care Programs.

1. Confidentiality. RMHMO is subject to the requirements of 45 C.F.R. § 205.50, as amended, section 10-16-423, C.R.S., as amended, and 42 C.F.R. §§ 431.304 ─ 431.307, as amended, regarding confidentiality of health information about Medicaid Recipients. Contractor shall hold and receive any health information about Medicaid Recipients subject to the above confidentiality requirements. Contractor shall comply with 42 C.F.R. part 431, subpart F, including 42 C.F.R. § 431.301, and section 26-1-114, C.R.S., regarding the confidentiality of information concerning applicants for and recipients of public assistance. Contractor shall protect the confidentiality of all Medicaid Recipient and CHP+ Covered Person records and other materials that are maintained in accordance with the terms of RMHMO's Medicaid Contract and CHP+ Contract. As part of these requirements, Contractor shall advise its employees and subcontractors, if any, that they are subject to these confidentiality requirements. Except for purposes directly connected with administration of RMHMO's Medicaid Contract or CHP+ Contract, no information about or obtained from any Medicaid Recipient or CHP+ Covered Person in the possession of Contractor shall be disclosed in a form identifiable with the Medicaid Recipient or CHP+ Covered Person without prior written consent of the Medicaid Recipient or CHP+ Covered Person, as applicable, or, if such Medicaid Recipient or CHP+ Covered Person is a minor, without the written consent of such minor's parent or guardian.

2. Records and Audits. Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services to Medicaid Recipients and CHP+ Covered Persons under this Agreement sufficient to disclose fully the nature and extent of services/goods provided to each Covered Person. These records shall be maintained according to statutory or general accounting principles and shall be easily separable from other Contractor records. Such files 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 a payment was made and shall include, but are not limited to:

A. All medical records, service reports, and orders prescribing treatment plans;

B. Records of goods, including such things as drugs and medical equipment and supplies, and copies of original invoices for such goods; and

C. Records of all payments received for the provision of such services or goods.

All such records, documents, communications, and other materials shall be maintained by Contractor for a period of six (6) years from the date services are provided under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending with regard to such services, or until an audit by or on behalf of the federal or state government has been completed with the following qualification: If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit finding.

3. Insurance. The terms of this paragraph only apply to Contractor if and to the extent it is a "Subcontractor" providing goods and services under the Medicaid Contract. For purposes of this paragraph, "Subcontractor" means a third party engaged by RMHMO to aid in performance of its obligations under the Medicaid Contract. If Contractor is a Subcontractor which is a public entity within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as amended (the GIA), then Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to

meet its liabilities under the GIA. Contractor shall show proof of such insurance if requested by RME. If Contractor is not a public entity within the meaning of the GIA, but is a Subcontractor, Contractor shall obtain and maintain during the term of this Agreement the following:

A. Worker's Compensation Insurance as required by the state of Colorado (State) statute, and Employer's Liability Insurance covering all of Contractor's or subcontractor's employees acting within the course and scope of their employment.

B. General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(1) $1,000,000 each occurrence;

(2) $1,000,000 general aggregate;

(3) $1,000,000 products and completed operations aggregate; and

(4) $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to RMHMO a certificate or other document satisfactory to Contractor showing compliance with this provision.

C. Protected Health Information Insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use and disclosure of Protected Health Information with minimum limits as follows:

(1) $1,000,000 each occurrence; and

(2) $2,000,000 general aggregate.

D. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

E. The State shall be named as additional insured on all Commercial General Liability policy (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors.

F. Coverage required of Contractor and subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

G. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to RMHMO and RMHMO shall forward such notice to the State within seven days of RMHMO's receipt of such notice.

H. All insurance policies in any way related to this Agreement and secured and maintained by Contractor or its subcontractors shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against RMHMO or the State, its agencies, institutions, organizations, officers, agents, employees and volunteers.

Contractor shall provide certificates showing insurance coverage required to RMHMO within seven (7) business days of the effective date of this Agreement. No less than fifteen (15) days prior to the expiration date of any such coverage, Contractor shall deliver to RMHMO

certificates of insurance evidencing renewals. Upon request of RME, Contractor shall within ten (10) days of such request, supply to RME evidence satisfactory to the State of compliance with the provisions of this paragraph.

4. Untrue or Misleading Information. Contractor shall not knowingly provide untrue or misleading information, as defined at sections 10-16-413(1)(a)-(c), C.R.S., regarding RMHMO's Medicaid Plan, CHP+ Program, other Medicaid managed care organizations, or Medicaid or CHP+ Program eligibility, to RMHMO Medicaid Recipients or CHP+ Covered Persons.

5. Medicaid Recipient Rights. Contractor shall comply with the requirements of RMHMO's Medicaid Contract with regard to the rights of Medicaid Recipients, including but not limited to the following:

A. Contractor shall provide interpreter services for Medicaid Recipients with communication disabilities or non-English speaking Medicaid Recipients when such an interpreter is necessary in order to render effective communication in connection with the provision of Health Care Services. RMHMO will assist Contractor in providing information in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example are visually limited or have limited reading proficiency.

B. Contractor shall provide Medicaid Recipients, in terms the Medicaid Recipients can understand, an explanation of the Medicaid Recipients complete medical condition, recommended treatment, risk(s) of the treatment, expected results and reasonable medical alternatives. If the Medicaid Recipient is not capable of understanding the information, the explanation shall be provided to the Medicaid Recipient's biological, adoptive or foster parent, guardian or designated client representative, and documented in the Medicaid Recipient's medical record.

C. Contractor shall ensure that Medicaid Recipients have the rights set forth in 42 C.F.R. section 438.100(b)(2), including but not limited to the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, consistent with 42 C.F.R., section 438.100.(b)(2)(v).

6. Medicaid and CHP+ Contracts Statutes and Regulations. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, Contractor and any subcontractor of Contractor shall comply with the following statutes and regulations:

A. Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101, et seq.)

B. Age Discrimination in Employment Act of 1967 (29 U.S.C. 621-634)

C. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101, et seq.)

D. Equal Pay Act of 1963 (29 U.S.C. 206(d))

E. Immigration Reform and Control Act of 1986 (8 U.S.C. 1324b)

F. Clean Air Act (42 U.S.C. 7401, et seq.)

G. Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 CFR Part 60)

H. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.)

I. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)

J. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, et seq.)

K. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e)

L. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, et seq.)

M. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended (Civil Rights Division)

Contractor shall also comply with any and all laws and regulations applicable to these laws prohibiting discrimination on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. In addition, Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction and services purchased. Any provider who feels that he/she has been discriminated against has the right to file a complaint either with the Colorado Department of Human Services or with the U.S. Department of Health and Human Services Office for Civil Rights.

7. Certifications. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, RMHMO is required to include in the Agreement and obtain Contractor's agreement to the following:

A. Lobbying.

(1) No Federal or appropriated funds have been paid or will be paid by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any contract, grant, loan or cooperative agreement that utilizes Federal funds.

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

(3) Contractor shall require that the language of this certification be included in the award documents for subawards at all tiers (including subgrants and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor shall include, without modification, the above certification in any subcontract to the Agreement it may enter into.

B. Suspension and Debarment. Contractor certifies that, to the best of its knowledge and belief, that the Contractor and its principals are not presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Contractor shall require that the language of the above certification be included in any subcontract to this Agreement into which it may enter and shall require any subcontractor to include the language of the above certification in any sub-subcontract to this Agreement into which subcontractor may enter. Contractor shall provide immediate written notice to RMHMO if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency. The terms "covered transaction," "debarment," "suspension," "ineligible," "principal," and "voluntarily excluded," as used in this paragraph have the meanings set out in 2 CFR Parts 180 and 376.

8. State Contracts. In addition to the foregoing, to the extent Contractor provides services in relation to RMHMO's CHP+ contract, Regional Collaborative Care Organization (RCCO) Program contract, Region 1 RCCO Medicare – Medicaid Program for the Accountable Care Collaborative (ACC) Program contract, or the ACC Payment Reform Pilot Program contract with the State of Colorado, Contractor agrees to comply with the requirements of such contracts that are applicable to subcontractors, as defined in such contracts.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans (herein "RMHMO")

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (herein "Vendor/Contractor")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Contractor:

225 North Pine Street, Suite E
Gunnison, CO 81230

Tax I.D. No.: 84-6000770

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Vendor/Contractor are parties to an underlying agreement for services.

The terms of the underlying agreement for services result in Vendor/Contractor's providing services to RMHMO, who is classified as a "Business Associate" of the Colorado Department of Health Care Policy and Financing under the Health Insurance Portability and Accountability Act of 1996.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all vendors and contractors and subcontractors who require access to PHI in order to perform functions on behalf of an RME.

Vendor/Contractor and RMHMO agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By:_____
Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
(Signature)

_____
(Name)

_____
(Title)

Effective Date: _____
(To be completed by RMHMO)

TERMS AND CONDITIONS

Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. All terms defined in this Business Associate Agreement shall have a meaning consistent with terms defined in 45 C.F.R. Parts 160 and 164. Capitalized terms in this Business Associate Agreement are defined as follows:

A. "Business Associate" shall mean, with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

B. "Business Associate Agreement" means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

C. "Covered Entity" shall have the meaning of the term "covered entity" as defined in 45 C.F.R. 160.103.

D. "Designated Record Set" means PHI maintained by or for RME, including but not necessarily limited to (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, case or medical management records; and (iii) any other records used, in whole or in part, to make decisions about Individuals.

E. "Disclose," "Disclosing" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and related HIPAA regulations (45 C.F.R. Parts 160-164) including specifically any amendments or additions to such regulations and the HIPAA Omnibus Rule.

G. "HIPAA Omnibus Rule" shall mean the Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act, 78 Federal Register 5566 (January 25, 2013), and any amendments thereto.

H. "Individual" means a natural person who is the subject of PHI.

I. "Information Privacy and Protection Laws" mean (i) HIPAA; (ii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iii) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (iv) any statute, regulation, administrative or judicial ruling requiring a

party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (vi) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual or RME.

J. "Minimum Necessary Information" means (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

K. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164 (Subparts A and E), and as amended.

L. "Protected Health Information" or "PHI" shall have the meaning as the term "protected health information" in 45 C.F.R. 160.103 and generally includes any information that identifies or could reasonably be believed used to identify an Individual, which in any way concerns that Individual's health status, health care, or payments for his or her health care.

M. "Receive," "Receiving" or "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of Information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

N. "Rocky Mountain Entity" or "RME" means RMHMO, Rocky Mountain HealthCare Options, Inc., Rocky Mountain Health Management Corporation and Rocky Mountain Health Foundation, and any present or future affiliates or subsidiaries of any one of these entities.

O. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and as amended.

P. **"**Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

Q. "Third Party" means any individual, person, or organization not a party to this Business Associate Agreement.

R. "Unsecured PHI" shall have the same definition as the term is given in 45 C.F.R. 164.402.

S. "Use" means the sharing, employment, application, utilization, examination, analysis, de-identification or commingling with other information, of information by a party that holds that information.

II. Permitted Uses and Disclosures by Vendor/Contractor.

A. Permitted Uses. The purpose(s) for which Vendor/Contractor may Use, Disclose, or have access to PHI includes those Uses, Disclosures, or access specifically identified in the underlying agreement when Vendor/Contractor is performing a function, service, or activity on behalf of RME. Specifically, the scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by Vendor/Contractor includes PHI necessary to perform functions required by the underlying agreement for services.

B. Compliance with Law. Vendor/Contractor will not Use, Disclose, or access PHI in violation of any Information Privacy and Protection Laws.

C. Limitations on Use and Disclosure. Vendor/Contractor further agrees to not Use or Disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law. Vendor/Contractor will not transfer PHI outside the United States without the prior written consent of RME. In this context, a "transfer" outside the United States occurs if Vendor/Contractor's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI. Vendor/Contractor may not use or disclose PHI in a manner that would violate HIPAA if done by RME, except as provided in Section III.D.

D. Management and Administration. Vendor/Contractor may use PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities. Vendor/Contractor may Disclose PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities, provided the Disclosures are required by law, or Vendor/Contractor obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Vendor/Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. Obligations and Activities of Vendor/Contractor.

A. Independent Obligation. Vendor/Contractor, consistent with its independent obligations under HIPAA, will comply with applicable provisions of the Security Rule and the Privacy Rule with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.

B. Access to Records. Vendor/Contractor agrees to provide access, at the request of RME and in the time and manner designated by RME, to PHI in a Designated Record Set to RME or, as directed by RME, to an Individual in order to meet the requirements under 45 CFR 164.524. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

C. Amendment to Records. Vendor/Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that RME directs or agrees to pursuant to 45 CFR 164.526 at the request of RME and in the time and manner designated by RME. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

D. Accounting for Disclosure of Records. Vendor/Contractor shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R 164.528. The record of the Disclosure shall include the following information: (a) the date of the Disclosure, (b) the name and address of the organization and/or individual Receiving the information; (c) a brief description of the information Disclosed; (d) if the Disclosure was not to the Individual, the purpose for the Disclosure; and (e) a copy of all requests for Disclosures. Vendor/Contractor agrees to provide to RME, in the time and manner designated by RME, information collected in accordance with this section, to permit RME to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

E. Mitigation. Vendor/Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor/Contractor of a Use or Disclosure of PHI by Vendor/Contractor in violation of the requirements of this Business Associate Agreement.

F. Minimum Necessary and Limited Data Set. Generally, Vendor/Contractor's Use, Disclosure, or request for or of PHI shall utilize a limited data set if practicable. If use of a limited data set is not practicable, Vendor/Contractor shall limit the Use, Disclosure, or request to the Minimum Necessary Information for purposes of that transaction in accordance with HIPAA. Information required to be provided or submitted in standard transactions adopted under HIPAA and implementing regulations and authority are presumed to meet the Minimum Necessary Information requirements.

G. Security/Notification of Breach. At all times following the Receipt of PHI, until such time as the PHI is no longer in Vendor/Contractor's possession or subject to its control:

(1) Vendor/Contractor shall implement administrative, physical, and technical safeguards, as required by the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates,

Receives, maintains, or transmits on behalf of RME. Such administrative, physical, and technical safeguards, and other appropriate safeguards, shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Business Associate Agreement;

(2) Vendor/Contractor shall notify RME within five (5) days of any Use or Disclosure of PHI not permitted by or contrary to the terms of this Business Associate Agreement of which Vendor/Contractor becomes aware;

(3) Vendor/Contractor shall notify RME within five (5) days of any Security Incident of which it becomes aware as required by 45 C.F.R. 164.314; and

(4) Vendor/Contractor shall comply with the applicable requirements of the HIPAA Breach Notification Rule (45 C.F.R. Part 164, Subpart D), and in particular with 45 C.F.R. 164.410, in order to notify RME of any breach of Unsecured PHI following the discovery of such breach. Such notice will be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach.

H. Agents and Subcontractors. Vendor/Contractor agrees to ensure that any agent or subcontractor of Vendor/Contractor that creates, Receives, maintains, or transmits PHI agrees to the same restrictions and conditions that apply to Vendor/Contractor with respect to the PHI. Further, Vendor/Contractor shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Vendor/Contractor shall maintain the right to terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations or cure such violations within thirty (30) days, and shall take such other action as required by HIPAA, including reporting the violation to the U.S. Secretary of the Department of Health and Human Services.

I. Covered Entity Obligations. To the extent that Vendor/Contractor is carrying out RME's obligations under HIPAA, Vendor/Contractor shall comply with the requirements of HIPAA that apply to RME in performing such obligations.

J. Audits. Vendor/Contractor agrees to make its internal practices, books, and records relating to its access to, and Use and Disclosure of, PHI received from or on behalf of RME or created by Vendor/Contractor on behalf of RME available to RME or, at the request of RME, to the U.S. Secretary of the Department of Health and Human Services (Secretary) in a time and manner designated by RME or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.

K. Compliance with Law and Agreement. Each party to this Business Associate Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Business Associate Agreement.

IV. Information Transmission Agreement

A. Transmission of PHI. In arranging for transmission or exchange of PHI with RME, regardless of the format of the information or the method of transmission utilized, Vendor/Contractor will cooperate with RME to reasonably safeguard such information from unauthorized Disclosure.

V. Term and Termination

A. Effective Date. The Effective Date of this Business Associate Agreement shall be the effective date indicated on the signature page of this Business Associate Agreement.

B. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

C. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, following RME's discovery and determination of a material breach by Vendor/Contractor of the terms of this Business Associate Agreement, and Vendor/Contractor's failure to cure or end the violation within any time period agreed to by RME, if any, RME may:

(1) Terminate this Business Associate Agreement and the underlying agreement or contract upon written notice to Vendor/Contractor without any judicial intervention being required and without liability for such termination; or

(2) If termination is not feasible, report the issue to the Secretary of the U.S. Department of Health and Human Services.

D. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Business Associate Agreement, for any reason, Vendor/Contractor shall return or destroy all PHI Received from RME, or created or Received on behalf of RME. Vendor/Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Vendor/Contractor, and to PHI Disclosed by Vendor/Contractor to Third Parties.

(2) In the event that Vendor/Contractor determines that returning or destroying PHI is not feasible, Vendor/Contractor shall provide to RME notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Vendor/Contractor shall extend the protections of this Business Associate Agreement to any PHI that is so retained and not destroyed and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as such PHI is maintained.

E. Archiving of Information. Any Information retained by Vendor/Contractor pursuant to paragraph V.D.2. above shall be returned or destroyed when the circumstances making its return or destruction infeasible no longer exist, and until such time, Vendor/Contractor shall continue to comply with all requirements and

protections that apply to PHI under this Business Associate Agreement for as long as such information is retained.

VI. General Provisions

A. Amendment of Agreement. This Business Associate Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (1) RME may unilaterally amend this Agreement in order to comply with HIPAA and any other applicable federal or state laws or regulations, effective immediately upon written notice to Vendor/Contractor; and (2) upon the addition of, change, or amendment to HIPAA or any other applicable federal or state laws or regulations relevant to the terms of this Business Associate Agreement which would require an amendment, this Business Associate Agreement shall be deemed to be amended to comply with such addition, change or amendment.

B. Indemnification. Each party will indemnify, hold harmless, and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Business Associate Agreement.

C. Survival. The obligations of Vendor/Contractor under section V.D. of this Business Associate Agreement shall survive termination of the underlying agreement.

D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

E. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of RME). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.

F. RMEs Benefit from Agreement. An RME other than the signatory to this Business Associate Agreement shall be a third party beneficiary of this Business Associate Agreement to the extent that Vendor/Contractor provides services to such RME. To the extent that an RME other than the signatory to this Business Associate Agreement is a third party beneficiary of this Business Associate Agreement, such RME shall also have the obligations of the signatory to this Business Associate Agreement as set forth herein.

G. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third Party without the prior written consent of all other parties.

H. Interpretation. Any ambiguity in this Business Associate Agreement or inconsistency with a provision of the underlying agreement shall be resolved in favor of a meaning that permits RME to comply with applicable Information Privacy and Protection Laws.

EXHIBIT D – ACCOUNTABLE CARE SERVICES AGREEMENT

Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and Gunnison County Department of Health and Human Services ("Partnering Organization") identified in the signature block desire to enter into this ACCOUNTABLE CARE SERVICES AGREEMENT ("AGREEMENT") to describe the purposes, activities, scope, limitations, requirements, and roles of the parties with respect to the collaborative data use, access and aggregation in order to conduct research, treatment and health care operations activities associated with various Initiatives described herein.

RECITALS

RMHMO has been, and may in the future be, engaged in projects, pilot programs, government programs, and other activities related to innovative health care programs, transformative care models, and payment reform and related assessments ("Initiatives"), including for example: efforts to increase the integration and coordination between primary care and behavioral health care, mental health care and substance abuse treatment, and community based resources; Medicaid Accountable Care Collaborative and "medical home" models of care; the Colorado Primary Care Initiative; efforts to increase the efficient and secure exchange of health information and data among authorized health care providers.

On occasion, RMHMO and its participating providers and Partnering Organizations want to assess the impacts of such Initiatives and models in order to contribute to generalizable knowledge through research to report on such Initiatives, or provide information that is useful in relation to assessing and improving RMHMO's and the various practices' health care operations activities and the practice's treatment protocols or guidelines. For example, RMHMO may work with the University of Colorado to conduct research into the impact of primary care physician global payment methodologies and the integration and coordination of behavioral health care, mental health and substance abuse treatment with primary care.

NOW THEREFORE, RMHMO and the Partnering Organization identified in the signature block below (collectively referred to herein as the "Parties") in consideration of the promises and assurances contained herein, and other good and valuable consideration, agree to the terms set forth below:

1. Purposes. The Parties may use protected health information held by RMHMO and the Partnering Organization for purposes of research projects related to the Initiatives, or to engage in data aggregation and to obtain data analysis for purposes of case management, care coordination, treatment, quality improvement and other health care operations. Any and all such uses shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), related regulations (45 CFR Parts 160-164) including any amendments or additions to such regulations ("HIPAA"), and other applicable state and federal laws.

2. Limited Data Set and Business Associate Agreement. The Partnering Organization hereby grants authority to RMHMO to conduct data analysis, aggregation and research, to assist the Partnering Organization with health care operations activities, and to engage third parties to assist in performance of such activities. RMHMO may have access to and use protected health information obtained from or on behalf of the Partnering Organization to create a "limited data set," as such term is defined and described by 45 C.F.R. 164.514(e), and to use such information for RMHMO's own research and health care operation activities. Such limited data sets may be aggregated with protected health information maintained by other health care providers other sources. In creating a "limited data set" and performing other activities for or on behalf of the Partnering Organization, RMHMO is acting as a Business Associate of the Partnering Organization, and therefore agrees to the HIPAA compliant business associate agreement terms attached hereto as Attachment A.

3. Data Use Agreement. In addition, to the extent RMHMO is conducting research or health care operations for its own purposes and using a limited data set, RMHMO expressly agrees:

a. Not to use or further disclose information in the limited data set in a manner that would violate the requirements of HIPAA if done by a HIPAA "covered entity;"

b. Not to use, or disclose the information and data in the limited data set other than as permitted by this AGREEMENT or as otherwise required by law;

c. To use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this AGREEMENT;

d. To report to the Partnering Organization any use or disclosure of the limited data set not provided for and permitted by this AGREEMENT of which RMHMO becomes aware;

e. To ensure that any agents, including subcontractors, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to RMHMO with respect to the limited data set;

f. Not to identify information in the limited data set or attempt to identify the individuals whose information is contained in the limited data set or contact such individuals;

g. That the Partnering Organization shall have the right to terminate use of the limited data set (i) at any time, without cause, by providing 30 days advance written notice, or (ii) immediately, by providing written notice, if RMHMO has violated any of the conditions set forth in this paragraph 3 or has accessed or used the limited data set for any purpose not described herein.

4. Grant of Authority. RMHMO is hereby granted authority to enter HIPAA compliant Data Use Agreements on behalf of the Partnering Organization with other third-party researchers so that such third parties may conduct research.

5. Miscellaneous.

a. Termination. Any party may terminate its participation in this AGREEMENT for any reason upon thirty (30) days prior written notice given to the other Party.

b. Liability. Each Party shall be responsible for its own acts or omissions, including those of its agents, officers, or employees, while performing their duties under this AGREEMENT to the full extent allowed by law.

c. Patient Confidentiality. With respect to a research subject's or patient's medical records, the Parties agree to hold in confidence the identity of the patients and their Protected Health Information ("PHI") as that term is defined by HIPAA in accordance with Applicable Laws, except to the extent necessary to be disclosed to regulatory agencies as part of the review process and as permitted by an Institutional Review Board (IRB)-approved Informed Consent form.

d. Assignment. No Party shall assign any part of this AGREEMENT without the prior written permission of the other Parties. This AGREEMENT shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns, subsidiaries and affiliates.

e. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

f. Effective Date. The effective date of this AGREEMENT shall be January 1, 2016.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By: _____
(signature)

Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
(signature)

_____
(print/type name)

_____
(print/type title)

Attachment A: Business Associate Agreement

RECITALS

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and Gunnison County Department of Health and Human Services ("Partnering Organization") identified in the signature block of the Accountable Care Services Agreement ("Services Agreement") to which this Attachment A is attached have agreed to engage in collaborative data use, access and aggregation in order to conduct research, health care operations, and treatment related activities associated with various Initiatives described in the Services Agreement.

WHEREAS, RMHMO will be performing functions on behalf of the PARTNERING ORGANIZATION, as further described in the Services Agreement, which will require that RMHMO have access to PHI that RMHMO would not otherwise have in its independent role as a Covered Entity.

WHEREAS, in the performance of such functions described above, RMHMO is a Business Associate of the PARTNERING ORGANIZATION.

WHEREAS, the purpose of this BUSINESS ASSOCIATE AGREEMENT ("Agreement") is to comply with HIPAA as it applies to the PARTNERING ORGANIZATION and RMHMO.

WHEREFORE, In consideration of the mutual promises made between RMHMO and the PARTNERING ORGANIZATION in the underlying Services Agreement, the parties agree as follows:

I. Definitions.

The following terms (whether capitalized or not) used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of RMHMO.

RMHMO agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement and the underlying Services Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to PARTNERING ORGANIZATION any use or disclosure of protected health information not provided for by the Services Agreement or this Agreement of which it becomes aware that occur when RMHMO is performing services as a Business Associate, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. PARTNERING ORGANIZATION and RMHMO will work cooperatively to complete breach assessments, and address and comply with breach notification requirements of HIPAA.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of RMHMO agree to the same restrictions, conditions, and requirements that apply to RMHMO with respect to such information;

(e) Make available protected health information in a designated record set to PARTNERING ORGANIZATION as necessary to satisfy the PARTNERING ORGANIZATIONS's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the PARTNERING ORGANIZATION pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the PARTNERING ORGANIZATION's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to PARTNERING ORGANIZATION to satisfy obligations under 45 CFR 164.528;

(h) To the extent that RMHMO is to carry out one or more of the PARTNERING ORGANIZATION's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the PARTNERING ORGANIZATION in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by RMHMO

(a) RMHMO may only use or disclose protected health information as necessary to perform the services described and for the purposes described in the underlying Services Agreement to which this Agreement is attached as an Attachment. Notwithstanding the foregoing, no provision or term of this Agreement shall prevent,

restrict, or prohibit RMHMO's use or access to PHI that RMHMO has otherwise created, obtained or maintains in its individual capacity as a Covered Entity or in RMHMO's capacity as a Business Associate of a Covered Entity other than the Partnering Organization.

(b) RMHMO may use or disclose protected health information as required by law.

(c) RMHMO agrees to make uses and disclosures and requests for protected health information consistent with its own Minimum Necessary policies and procedures that RMHMO has established in its independent capacity as a Covered Entity health plan.

(d) RMHMO may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by PARTNERING ORGANIZATION.

(e) RMHMO may use protected health information for the proper management and administration of the RMHMO or to carry out the legal responsibilities of the RMHMO.

(f) RMHMO may provide data aggregation services relating to the health care operations of the PARTNERING ORGANIZATION.

IV. Provisions for PARTNERING ORGANIZATION to Inform RMHMO of Privacy Restrictions

(a) PARTNERING ORGANIZATION shall notify RMHMO of any limitation(s) in the notice of privacy Partnering Organizations of PARTNERING ORGANIZATION under 45 CFR 164.520, to the extent that such limitation may affect RMHMO's use or disclosure of protected health information.

(b) PARTNERING ORGANIZATION shall notify RMHMO of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect RMHMO's use or disclosure of protected health information.

(c) PARTNERING ORGANIZATION shall notify RMHMO of any restriction on the use or disclosure of protected health information agreed to or that PARTNERING ORGANIZATION is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect RMHMO's use or disclosure of protected health information.

V. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying Services Agreement, and shall terminate when the Services Agreement terminates or on the date PARTNERING ORGANIZATION terminates for cause as authorized in paragraph (b) of this Section V., whichever is sooner.

(b) Termination for Cause. RMHMO authorizes termination of this Agreement by PARTNERING ORGANIZATION if RMHMO has violated a material term of the Agreement and has failed to cure the breach or end the violation within the timeframe specified by PARTNERING ORGANIZATION.

(c) Obligations of RMHMO Upon Termination. Upon termination of this Agreement for any reason, RMHMO, with respect to protected health information received from PARTNERING ORGANIZATION under the Services Agreement, or created, maintained, or received by RMHMO on behalf of PARTNERING ORGANIZATION, shall:

1. Retain only that protected health information which is necessary for RMHMO to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to PARTNERING ORGANIZATION (or destroy if agreed to by PARTNERING ORGANIZATION) the remaining protected health information that the RMHMO still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as RMHMO retains the protected health information;

4. Not use or disclose the protected health information retained by RMHMO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) of Section III above under "Permitted Uses and Disclosures By RMHMO" which applied prior to termination; and

5. Return to PARTNERING ORGANIZATION, or if agreed to by PARTNERING ORGANIZATION, destroy the protected health information retained by RMHMO when it is no longer needed for RMHMO's proper management and administration or to carry out its legal responsibilities.

6. Survival. The obligations of RMHMO under this Section shall survive the termination of this Agreement.

VI. Miscellaneous

(a) Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, PARTNERING ORGANIZATION may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, effective immediately upon written notice to RMHMO. Upon the addition of, change, or amendment to any applicable federal or state laws or regulations which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.

(b) Indemnification. Each party will indemnify, hold harmless and defend the other parties to this Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Agreement; and (b) any claims, demands, awards, judgments, actions and

proceeding made by any person or organization, arising out of or in any way connected with the party's performance under this Agreement.

(c) No Agency or Partnership. This Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

(d) Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party to this Agreement.

(e) Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA.