PAYMENT FOR HEALTH INSURER PROVIDER FEES AGREEMENT

This Payment for Health Insurer Provider Fees Agreement (the "Agreement") is entered into between the Arizona Health Care Cost Containment System, an agency of the State of Arizona ("AHCCCS"), and Health Choice Integrated Care, LLC, an Arizona limited liability company, ("the Contractor"). Where applicable, AHCCCS and/or the Contractor are individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

A. Section 9010 of the Patient Protection and Affordable Care Act ("ACA") requires that the Contractor pay an annual Health Insurer Provider Fee based on its respective market share of premium revenues from the preceding year.

B. Prior to July 1, 2016, the Contractor held a contract with the Department of Health Services, Division of Behavioral Health Services ("DBHS"), identified as contract number ADHS15-0085892, in which DBHS agreed to adjust capitation payments to the Contractor to provide funding for the Health Insurer Provider Fee and associated taxes.

C. Pursuant to Arizona Laws 2015, Chapter 19, Section 9 (SB 1480), the obligation to provide the funding described in Paragraph B transferred from DBHS to AHCCCS.

D. The Agreement serves to fund the 2016 Health Insurer Provider Fee and associated taxes by retroactively adjusting the October 2015 prospective capitation rates paid to the Contractor by DBHS.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, and legally intending to be bound thereby, do covenant and agree for themselves and their respective successors and assigns as follows:

1. The Recitals set forth above are incorporated into and deemed a part of this Agreement.

2. In full and final settlement of the funding of the 2016 Health Insurer Provider Fee and associated taxes, AHCCCS agrees to provide payment to the Contractor as follows:

   Prospective Capitation Rates (Per Member – Per Month) revised for the month of October, 2015 as shown below:

October 1, 2015 – October 31, 2015

Revised RBHA Capitation Rates	**HCIC (North)** Apache, Coconino, Mohave, Navajo, Yavapai, Gila
Non-CMDP Children (Title XIX + XXI)	$ 42.14
CMDP Children	$ 1,370.82
Title XIX GMH/SA + Title XXI Adult	$ 42.43
Non-Integrated SMI	$ 3.14

3. The Parties agree that the payment described in Paragraph 2 constitutes full and final payment of any amounts due to the Contractor to fund the 2016 Health Insurer Provider Fee and associated taxes. The Contractor waives and discharges AHCCCS, the Department of Health Services, the State of Arizona, and their respective employees, servants, contractors, subcontractors, and agents from any causes of action which the Contractor has asserted, could have asserted, or may assert in the future arising out of the obligation to fund the 2016 Health Insurer Provider Fee and associated taxes.

4. Modification/Amendment of Agreement. This Agreement may be modified or amended solely by mutual agreement of all of the Parties in writing.

5. Severability. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended to them hereunder.

6. Third-Party Rights. This Agreement may be enforced solely by the Parties. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

7. Costs. Each Party will assume its own costs of compliance with and enforcement of this Agreement. No Party shall attempt to recover any fees or costs associated with compliance or enforcement of this Agreement from any other Party.

8. Merger and Integration. The Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. All prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein shall be of no force or effect.

9. No Effect on Other State Agencies. The Agreement is solely between the Parties. The Agreement shall not be construed to create any obligations or liabilities on the part of the State of Arizona or any of its agencies except for AHCCCS.

10. Waiver of Breach. The waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision of the Agreement.

11. Construction; Headings. This Agreement shall be deemed drafted equally by all Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) or is used both conjunctively and disjunctively; (c) any, all, each, or every means any and all, and each and every; (d) includes and including are each without limitation; (e) herein, hereof, hereunder and other similar compounds of the word here refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

12. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Arizona without regard to its choice of law or conflict of laws principles.

13. Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile and electronic signatures shall be considered as valid signatures as of the date thereof.

14. Effective Date. This Agreement shall become effective on the date when it has been signed by all of the

Parties to the Agreement.

15. Authority to Execute Agreement. The individual who signs this Agreement on behalf of AHCCCS represents that he or she is authorized to execute and legally bind AHCCCS to this Agreement. The individual who signs this Agreement on behalf of the Contractor represents that he or she is authorized to execute and legally bind the Contractor to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

NAME

Signature: _____

Printed Name: Shawn Nau

Title: CEO

Date: 5/25/17

AHCCCS:

Signature: _____

Printed Name: **Meggan Harley, CPPO, MSW**

Title: **Chief Procurement Officer**

Date: 5/25/17