

2401 15TH STREET
SUITE 300
DENVER, CO 80202
303-595-4747

ENGAGEMENT AGREEMENT

- 1. Introduction.** This is a contract for legal services between the law firm of Heizer Paul LLP, a Colorado limited liability partnership (HP LLP) and the undersigned client (the "Client").
- 2. Legal Services.** HP LLP agrees to represent the Client with regard to the scope of services described in paragraph 8 below. HP LLP agrees to handle the matter with due diligence. HP LLP cannot and does not guarantee that a result favorable to or satisfactory to the Client will be achieved. If HP LLP is retained to represent the Client in contested proceedings (such as arbitration, litigation or other proceedings in which a third party is vested with binding authority over the participants), no settlement or compromise will be made without the Client's consent. This Agreement shall apply to any other matter that HP LLP handles for the Client if there is no separate agreement made for that matter.
- 3. Fees & Costs/Insurance.** This matter will be primarily handled by the attorneys and at the rates listed in paragraph 8. Other attorneys who perform services for Client will do so at the hourly rates listed in Exhibit A. The Client shall pay all costs incurred by HP LLP in the matter. Examples of such costs are set forth in the Schedule of Costs attached as Exhibit B. HP LLP may require an advance to be applied to such costs. If an advance is required, the advance shall be paid in the amount and at the time indicated in paragraph 8. If the Client is a public entity, the Client agrees to budget and appropriate funds sufficient to cover the fees and costs incurred in the representation. Further, Client is hereby advised to contact its insurance agent/carrier to determine if any coverage may exist for this engagement or for the engagement of other counsel. If Client has any questions regarding insurance coverage issues, HP LLP will provide assistance regarding coverage issues upon request.
- 4. Billing; Payment; Late Payment Charge.** Bills normally are sent on a monthly basis and are due upon receipt. Amounts not paid within 30 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the Client fails to pay any charges within 30 days of the date of the bill, HP LLP may elect to stop all work for the Client. The Client's obligation to make prompt payment of all charges does not depend upon HP LLP achieving of any specific result or HP LLP's decision to cease representation.
- 5. Termination.** The Client or HP LLP may terminate this Agreement at any time, subject to any applicable ethical rules, judicial standards or other agreed upon terms set forth herein. If the Client discharges HP LLP, the Client agrees that the Client will immediately pay all fees and costs then due. If Client fails to do so, Client recognizes HP LLP's rights to assert a lien against client files and work product.

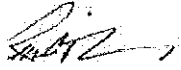

6. Mandatory Binding Arbitration. In the event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to HP LLP or the quality of HP LLP's services, including any claim of malpractice against HP LLP or any of its lawyers or employees, such dispute **shall be subject to binding arbitration**. Both the Client and HP LLP agree that arbitration is their preferred method of dispute resolution, and that both the Client and HP LLP are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the Client and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.). Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the HP LLP's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals. Unless we mutually agree to some other procedures: (a) all arbitrations shall be held in Denver, Colorado; (b) all arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the Parties shall not be required to initiate the arbitration through the AAA nor pay any associated fees to the AAA; (c) the arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Client and HP LLP. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

7. Document Retention. The Client acknowledges that the file we create and compile for work on the Client's matter will not be kept indefinitely. It is our policy to destroy or delete all files (including all documents and materials therein), ten (10) years after we (or any predecessor firm) send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, if you wish to maintain a record of this matter beyond our retention period, you should consider maintaining your own files relating to the matters that we are handling.

8. Attorneys, Rates and Matter Description.

Description of Matter:	Assistance with issues related to the Colorado Sunshine Act, Ethics Act, and Open Records Act.
Retainer:	Fee Retainer: None Costs Retainer: None
Attorneys and Rates	Primary Attorneys: Kevin C. Paul \$295 per hour Dean C. Heizer \$295 per hour Edward T. Ramey \$295 per hour

9. **Signature.** BY THEIR SIGNATURES BELOW, BOTH THE CLIENT AND HP LLP ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

<p>HEIZER PAUL LLP By:  Partner 2401 15TH STREET SUITE 300 DENVER, CO 80202 303-595-4747 DATED: NOVEMBER 8, 2013</p>	<p>CLIENT Connect for Health Colorado By:  _____ Signature Date: 11/8/13 _____ Billing Address: 3773 Cherry Creek N Dr Suite 1025 Denver, CO, 80209 Telephone: 303-870-5832 E-mail: pfontneau@c4hco.com</p>
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PRIVACY POLICY NOTICE FOR OUR CLIENTS:

Attorneys who advise on certain personal matters are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Therefore, please understand that your privacy is important to us and we will act diligently to protect your right to privacy. Maintaining your trust and confidence is a high priority to us. This notice is a technical requirement under federal law.

INFORMATION WE COLLECT:

In the course of providing our clients with advice, we may collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Heizer Paul LLP, we will exercise due diligence to ensure that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

EXHIBIT A

Professional Fee Schedule

Billing Professionals	Standard Hourly Rates
Partners	\$295-\$415
Associates	\$295
Paralegals	\$125

EXHIBIT B

SCHEDULE OF CHARGEABLE COSTS

Long Distance Telephone Charges: These charges include the actual per minute charge billed to us by our long distance carrier and an additional amount to cover our call accounting system and miscellaneous costs. We use Voice Over Internet Protocol (VOIP) to keep these costs reasonably low.

Faxes: Unlike a lot of firms, we do not charge for outgoing local faxes or for items faxed directly to our desktops. We do charge for incoming paper faxes at \$1.00 per page. We do charge long distance and an applicable administrative charge for long distance faxes. We do not charge for receiving or sending e-mail messages, whether local or long distance.

Digitizing, Copying and Printing Charges: Internal document digitizing, copying and printing are charged at \$.20 per page. Digitizing, copying, printing, collating, binding and other document services performed by outside vendors are charged at actual cost. We decide whether to use outside vendors on a case-by-case basis as the circumstances require. We typically use outside vendors to keep costs low and/or for large projects.

Document Storage: In order to keep our hourly rates low, many client documents in inactive files are kept off site. We will charge you an allocable percentage of our off site storage charges. If you would like to avoid these charges for inactive matters, let us know and we can arrange to transfer your files back to your facilities.

Deliveries: We do not charge you a delivery fee for items we deliver ourselves. Items delivered by commercial messenger service are billed at the actual rate charged by the service, plus a small administrative charge to cover our associated costs.

Computer Calendaring, Digital Filing, Digital Document Presentation and Other Computer Services: We will assess costs and administrative fees related to digital calendaring from outside services, digital filing fees, document digitizing and other related services. In many circumstances, the monetary and environmental costs of these services are substantially lower than if we used paper or internal resources.

Computer Research (Westlaw, Lexis/Nexis, Findlaw, Similar Services): The charge to the Client includes the usage amount billed to HP LLP for on-line computer services.

Mileage and Parking: Mileage is charged at the allowable IRS rate unless otherwise agreed upon in writing. Parking is charged at actual cost.

Other Costs: Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.