

**SECOND AMENDMENT TO
LOCAL MENTAL HEALTH AND LOCAL PUBLIC HEALTH AUTHORITIES
AGREEMENT**

THIS SECOND AMENDMENT TO LOCAL MENTAL HEALTH AND LOCAL PUBLIC HEALTH AUTHORITIES AGREEMENT ("Second Amendment") is dated and effective this first day of January, 2018 between Yamhill County Care Organization, Inc. dba Yamhill Community Care Organization, an Oregon nonprofit corporation ("Yamhill CCO"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("County").

RECITALS:

- A. Effective November 1, 2012, Yamhill CCO and County entered into the following Agreement: "Yamhill County – Yamhill County Care Organization, Inc. Local Mental Health Authority, Local Public Health Authority and Coordinated Care Organization Agreement". The Agreement is intended to carry out the requirement in ORS 414.152 and ORS 414.153 that there be a written agreement between each coordinated care organization ("CCO") and the local mental health and local public authorities in the area served by the CCO.
- B. The Agreement between Yamhill CCO and County expires on December 31, 2017.
- C. The purpose of this Second Amendment is to extend the term of the Agreement to December 31, 2020, subject to earlier termination as provided in the Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Second Amendment as a substantive part of this Second Amendment.
2. Term. The term of the Agreement in Section A of the Agreement shall be extended to December 31, 2020, subject to earlier termination as provided in Section H of the Agreement.
3. Health Insurance Portability and Accountability Act (HIPAA). The Business Associate Amendment referenced as ADDENDUM #1 in Section F of the Agreement is hereby deleted and replaced with the Business Associate/Qualified Service Organization Agreement attached hereto as Exhibit A which is incorporated herein by this reference.

B.O. 17-503

4. Ratification. Except as expressly amended by this Second Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by their duly authorized officers as of the date set forth above.

YAMHILL COUNTY CARE ORGANIZATION, INC.

By: [Signature]
Name: Seamus McCarthy

Title: President & Chief Executive Officer

Date: 12/7/17

APPROVED AS TO FORM

By: [Signature]
Christian Boenisch
County Counsel

Date: 12/18/17

YAMHILL COUNTY BOARD OF COMMISSIONERS

By: [Signature]
Stan Primoziach, Chair

By: [Signature]
Mary Starrett

By: [Signature]
Richard L. "Rick" Olson

Date: 12-14-17

[Signature]
Silas Halloran-Steiner, Director
Department of Health and
Human Services

Date: 12/7/17

Accepted by Yamhill County
Board of Commissioners on
12-14-17 by Board Order
17-503

EXHIBIT A
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

- A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“E PHI”) in the performance of its obligations under the Agreement; and
- B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and
- C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement (“BAA”); and
- D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and E PHI. CONTRACTOR may make use of Protected Health Information and E PHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and E PHI are prohibited.

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2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- (a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- (b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.
- (c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.
- (d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.
- (e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.
- (f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.
- (h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and

CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the

possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

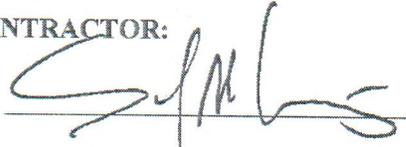
(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:

By:



Title: Yamhill CCO, President and CEO

Date:

12/7/17

COUNTY:

By:



Title:

MMS DIRECTOR

Date:

12/7/17

**Yamhill County - Yamhill County Care Organization, Inc.
Local Mental Health Authority, Local Public Health Authority and
Coordinated Care Organization Agreement**

Preamble

A broad range of health care providers and stakeholders came together to establish a Coordinated Care Organization (CCO) for the region, formed as Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation ("YCCO"). As partners in this CCO, we are jointly committed to improving the health of our communities by coordinating health initiatives, seeking efficiencies through blending services and infrastructure, and engaging all stakeholders in a regional effort to steer local health services and systems toward meeting the "Triple Aim" of improving health care: better health, better care, lower costs. We will work to increase quality, reliability, availability of care, and lower or contain the cost of care.

The intent of this Local Mental Health Authority/Local Public Health Authority-Coordinated Care Organization Agreement ("Agreement") between YCCO and Yamhill County, acting by and through its Department of Health and Human Services ("County") (collectively referred to herein as "Parties") is to establish a collaborative network of behavioral and public health services for the residents of County that will jointly serve the health care needs of our residents.

With the transfer of Medicaid resources from Mid-Valley Behavioral Care Network, the region's existing Mental Health Organization, to YCCO, it is imperative that the health care needs of County residents who have been served in mental health care settings are met, along with ensuring the stability of "safety net" services for uninsured residents under County's responsibility as the Local Mental Health Authority (LMHA) and Local Public Health Authority (LPHA). All parties recognize the shared responsibility created by Oregon's health care legislation to improve the overall health and safety of our entire community. Such responsibility and accountability carry with them the duty to sustain emergency services and protect public safety.

Purpose

This Agreement is designed to facilitate advantageous use of the system of public health and behavioral health care and services currently available through local community mental health, addictions, and public health programs; to ensure continued and conceivable enhanced access to a full continuum of health care; and to build upon the strengths of current resources. The Local Mental Health Authority has statutory authority under ORS 430.620 to operate a community mental health program, the duties of which are delineated in ORS 430.630 (Attachment A) and are incorporated into this document by reference. The Local Public Health Authority has a statutory responsibility under ORS 431.412 to provide public health services (Attachment B). Further, ORS 414.153 directs that there be a written agreement between each CCO and the local health authority in the areas served by the CCO and recognizes the shared responsibility for the full continuum of health care services in the region served by the CCO.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Term. This Agreement shall be effective on November 1, 2012 and will expire on December 31, 2015.

B. Compliance with Applicable Laws. The Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The Parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

C. Nondiscrimination. The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

D. Insurance and Indemnification. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10, the County shall defend, indemnify and hold harmless YCCO from claims resulting from its acts or omissions, and the acts or omissions of the County, its officers, agents and employees in performance of this Agreement. Likewise, YCCO shall defend, indemnify and hold harmless the County from claims resulting from its acts or omissions, and the acts or omissions of YCCO, its officers, agents and employees in performance of this Agreement. Each party to this Agreement shall insure or self-insure for risks associated with performance of this Agreement up to the limits specified in the Oregon Tort Claims Act at ORS 30.260 through 30.300.

E. Notices. Any notice required to be given the either party under this Agreement shall be sufficient if given, in writing, by first class mail or in person.

F. Health Insurance Portability And Accountability Act (HIPAA). The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this Agreement and are incorporated herein.

G. False Claims, Fraud, Waste, And Abuse. The Parties shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect, and investigate false claims, fraud, waste, and abuse relating to Oregon Health Plan, Medicare, or Medicaid funds. The Parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection, and investigation of false claims, fraud, waste, and abuse. The Parties shall allow the inspection, evaluation, or audit of books, records, documents, files, accounts, and facilities as required, to investigate the incident of false claims, fraud, or abuse.

H. Termination. This Agreement may be terminated by mutual consent of both Parties at any time. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Either party may terminate this Agreement effective upon delivery of written notice to the other party or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable, appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by either party to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- d. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If either party fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from either party, fails to correct such failure(s) within ten (10) days or such longer period as the parties may authorize.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

I. Amendments. Given the complexity of Oregon's health care initiative, it is understood that during the term of this Agreement many details regarding the partnership and funding mechanisms will be designed or altered. This Agreement will be reviewed and revised periodically within its effective term. All amendments must be in writing and signed by the parties. It is the intent of the County and YCCO that this Agreement be modified as jointly agreed upon and may be renewed upon expiration.

J. Governing Law; Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Oregon. Venue for any dispute related to this Agreement shall be exclusively in Yamhill County, Oregon.

K. No Costs or Attorney Fees. In any proceeding arising from or to enforce or interpret this Agreement, each party shall be responsible for its own attorney's fees and costs at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

L. Agreement (Scope). The mutual goal of YCCO and County is to coordinate services to meet the health care needs of CCO members and the community, sustain mental health, addictions, and public health safety net services, and achieve the improved health outcomes envisioned by the "Triple Aim." In order to achieve these goals, the parties to this Agreement desire to set forth their respective roles and responsibilities to coordinate care and share accountability. YCCO and County jointly agree to the following activities with respect to the health needs of members of the CCO and the County:

1. **Analysis.** Work together proactively to analyze effects of funding models and cost shifts on public health, mental health, addictions, and primary care services; local law enforcement, community corrections, and public safety services; and long-term care services.

2. **Payment Mechanisms.** Jointly design payment mechanisms to assure critical services are not lost or made less effective.

3. **Safety Net Services.** Jointly adopt a plan to finance and maintain the public health and behavioral health safety net services, including community crisis services, involuntary commitment services, detoxification services ensuring the continuum of care, and transitions services within and between health and public safety systems and all levels of care. The plan will sustain efficient and effective management of LMHA responsibilities and activities referenced in ORS 414.153 including, but not limited to the following services:

- a. Management of children and adults at risk of entering or transitioning from the Oregon State Hospital or residential mental health or addictions care; e.g. New Solutions, Mid-Valley WRAP, and Community Integration Initiative.
- b. Care coordination of residential services for children and adults; e.g., group homes, cottages, treatment homes, and treatment centers.
- c. Management of the mental health crisis system including civil commitment; e.g., Crisis respite services, and detoxification services established through regional centers.
- d. Management of community-based specialized services including assertive community treatment, supported housing, supported education, supported employment, Psychiatric Security Review Board services, and Early Assessment Support Alliance, personal care assistance, and , Psychiatric Security Review Board services.
- e. Management of specialized services to promote community re-integration and to reduce recidivism in the criminal justice system; e.g., Reflections, treatment court services such as mental health courts, drug courts, and community corrections services.

4. **Point of Contact Services.** Jointly adopt a plan to pay for point of contact services as follows:

- a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
- b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services, and maternity case management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).
- c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, prenatal care, well-child care, school-based clinics, Head Start, health services for children in schools, and screening services for early detection of health care problems among low-income women and children, migrant workers, and other special population groups.

5. **Cost Shift Avoidance.** Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, community corrections, or emergency rooms.

6. **Community Advisory Council.** Work collaboratively to develop an active, effective Community Advisory Council, building on the consumer input processes developed by the Mid-Valley Behavioral Care Network, to provide broad community input on the operations and performance of YCCO and ensure the Community Advisory Council has the resources to provide meaningful input to the CCO governing board.

7. **Health Assessments and Planning.** In coordination with other local health planning efforts; e.g., community health improvement plans, county mental health and addictions biennial implementation plans, and county public health annual plans, complete a community health assessment and facilitate the development of a health improvement plan to identify community needs and focus areas for YCCO.

8. **Outcomes.** Develop agreed upon outcomes to monitor and improve the performance of integrated primary health care, mental health, addictions and dental services in partnership with the Clinical Advisory Panel.

M. County will:

1. **Adult Behavioral Health.** Advise YCCO, through its Community Advisory Council, on issues related to specific behavioral health system issues, including safety net services, crisis services, transitions in and out of mental health and addictions residential services, detoxification or state hospital services, care coordination of residential behavioral health services, management of specific community-based services, and specialized services to promote re-integration and reduce recidivism in the criminal justice system.

2. **Children's System of Care.** Advise YCCO, through its Community Advisory Council, on issues related to children's system of care, including transitions in and out of psychiatric residential or state hospital services, New Solutions wraparound care coordination, foster care placement stability, early childhood services, and diversion from the juvenile justice system.

3. **Public Health.**

a. Advise YCCO, through its Community Advisory Council, on issues related to public health services, health policy, and community health promotion. County will coordinate with YCCO on

important system issues that impact the health of the whole population such as tobacco prevention, alcohol and drug prevention, problem gambling prevention, and chronic disease prevention.

b. Provide public health services, such as immunizations, sexually transmitted disease services, and maternal child health services, and will receive payment for those services as appropriate through YCCO.

4. Cross-System Care Coordination. Help define and promote cross-system care coordination including development of multidisciplinary teams, maintaining and improving relationships with schools, developmental disabilities programs, community corrections, and law enforcement, housing authorities, local hospitals, primary care physicians, the Oregon Department of Human Services, Oregon Health Authority, residential and foster care providers, and other community stakeholders.

N. YCCO will:

1. Mental Health Services. Maintain the sub capitation of mental health services to Mid-Valley Behavioral Care Network at a rate sufficient to fund the services described herein and assure that critical services are not lost.

2. Addictions Treatment. Maintain or enhance the existing level of support for addictions treatment services for Oregon Health Plan members, via sub capitation of addictions services to Mid-Valley Behavioral Care Network, including intensive services for high-risk populations (corrections, drug courts, detoxification, high medical needs, co-occurring mental health disorders, and substance dependence).

3. LMHA and LPHA Responsibilities. Work with County to support and sustain responsibilities as the Local Mental and Public Health Authorities assuring activities necessary for the preservation of health and prevention of disease; ensuring access to specialty services for individuals and families with complex mental health and addictions disorders (wraparound services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional, and state systems coordination with the Oregon State Hospital and the Psychiatric Security Review Board, corrections and criminal justice agencies, housing authorities, child welfare, programs for seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, civil commitment investigation and support, residential treatment facilities siting and planning and emergency response planning.

4. Long-Term Care Follow Up. Ensure that members receiving services from extended or long-term psychiatric care programs (e.g., secure residential facilities, PASSAGES projects, Oregon State Hospital) receive follow-up services as medically appropriate to ensure timely discharge as required of County by contract with the Oregon Health Authority (i.e., not to exceed five (5) days after receiving notification of discharge readiness).

5. Non Traditional Health Worker. Ensure continued utilization and further development of peer services and supports for mental health consumers through Peer Wellness Specialists and Peer Support Specialists (e.g., Champion Team, David Romprey warm line, and YCHHS provider services). Assist in the development of a network of nontraditional health workers to work with primary care providers, emergency departments, dental providers and other service providers to aid members in improving overall wellness.

6. Emergency Services. Coordinate care through community crisis response team with community emergency services agencies (e.g., police, courts, juvenile justice, corrections, and community mental health agencies) to promote an appropriate response to clients experiencing a mental health crisis.

7. **Health Data.** Provide access to health metrics data to support the public health role of assessing and assuring the health of the community by focusing on the issues causing disease and reducing the quality of life.

8. **Transparency.** Strive to achieve open, transparent governance in alignment with the values of the health care legislation and state leadership's expressed directives of inclusion and transparency to garner and build the trust of communities served. Transparency is intended to include information sharing regarding local governance and performance of YCCO.

9. **Cost Sharing.** Work with County to evaluate the feasibility of cost sharing for services currently provided by County to Oregon Health Plan members utilizing other funds (e.g., transportation assistance to access services, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, HIV testing, and recovery coaching).

O. Point of Contacts:

Yamhill County Care Organization, Inc.:

The designated contact person is:

Gil Muñoz
First Name Last Name
gmunoz@ygmhc.org (503) 359-8503
E-mail Address Phone

Yamhill County:

The designated contact person is:

SILAS HALLORAN-STEINER
First Name Last Name
hallorns@co.yamhill.or.us (503) 437-7523
E-mail Address Phone

P. Incorporation

The Preamble and Purpose set forth at the start of this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

Q. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

(Signature Page Follows)

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

Yamhill County Care Organization, Inc.

Cilley
(signature)

Gil Muñoz
(printed name)

Secretary/Treasurer
(title)

Date: 8/20/12

Yamhill County

Leslie Lewis
LESLIE LEWIS, Chair

Kathy George
KATHY GEORGE, Commissioner

Mary P Stern
MARY P. STERN, Commissioner

Date: 8/30/12

APPROVED AS TO FORM

By: Christian Boenisch
CHRISTIAN BOENISCH
Deputy County Counsel

Silas Halloran-Steiner
SILAS HALLORAN-STEINER
Health and Human Services Director
Date: 8/27/12

Accepted by Yamhill County
Board of Commissioners on
8/30/12 by Board Order
12-476

ADDENDUM #1

BUSINESS ASSOCIATE AMENDMENT

This Business Associate Amendment ("Amendment") amends and supplements that certain agreement ("Agreement") between the parties Yamhill County ("COUNTY") and ~~Yamhill County Care Org.~~, ("CONTRACTOR") made August 20, 2012 in order to comply with changes to HIPAA privacy regulations through HITECH and ARRA effective in 2011-2012.

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and

B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"). CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and

C. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT

The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. **SERVICES.** Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement as amended by this Amendment, as permitted by the Privacy Rule, the Security Rule or as Required By Law.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement, as amended by this Amendment.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this Amendment.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

- (i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

- (ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;
- (iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,
- (iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.
- (v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Beach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.
- (vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.
- (vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this Amendment, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Payment and Health Care Operations under the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Amendment, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this Amendment, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this Amendment to a section in the Privacy Rule, Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

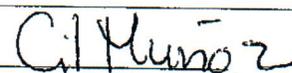
8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

COUNTY:


By: SILAS HALLOAN-STITNER
Title: MHS DIRECTOR
Date: 8/27/12

CONTRACTOR:


By: Cil Muñoz
Title: Secretary/Treasurer
Date: 8/20/12

FIRST AMENDMENT TO

LOCAL MENTAL HEALTH AUTHORITY AGREEMENT

THIS FIRST AMENDMENT TO LOCAL MENTAL HEALTH AUTHORITY AGREEMENT ("First Amendment") is dated and effective this first day of January, 2016 between Yamhill County Care Organization, Inc. dba Yamhill Community Care Organization, an Oregon nonprofit corporation ("Yamhill CCO"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("County").

RECITALS:

A. Effective November 1, 2012, Yamhill CCO and County entered into the following Agreement: "Yamhill County – Yamhill County Care Organization, Inc. Local Mental Health Authority, Local Public Health Authority and Coordinated Care Organization Agreement". The Agreement is intended to carry out the requirement in ORS 414.153(4) that there be a written agreement between each coordinated care organization ("CCO") and the local mental health authority in the area served by the CCO.

B. The Agreement between Yamhill CCO and County expires on December 31, 2015.

C. The purpose of this First Amendment is to extend the term of the Agreement to December 31, 2017, subject to earlier termination as provided in the Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this First Amendment as a substantive part of this First Amendment.

2. Term. The term of the Agreement in Section A of the Agreement shall be extended to December 31, 2017, subject to earlier termination as provided in Section H of the Agreement.

3. Ratification. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

B.O. 116-168

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their duly authorized officers as of the date set forth above.

YAMHILL COUNTY CARE ORGANIZATION, INC.

By: See next page
Name: James D. Carlough, Jr.
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM

By: Christian Boenisch
Christian Boenisch
County Counsel
Date: 3/4/16

YAMHILL COUNTY BOARD OF COMMISSIONERS

By: Mary Starrett
Mary Starrett, Chair
By: Stan Primo
Stan Primo
By: Allen Springer
Allen Springer
Date: 3-1-2016
By: Silas Halloran-Steiner
Silas Halloran-Steiner, Director
Department of Health and
Human Services
Date: 3/2/16

Accepted by Yamhill County Board of Commissioners on 3.1.16 by Board Order # 16-48

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their duly authorized officers as of the date set forth above.

YAMHILL COUNTY CARE ORGANIZATION, INC.

By: [Signature]
Name: James D. Carlough, Jr.

Title: Chief Executive Officer

Date: 3/18/16

APPROVED AS TO FORM

By: [Signature]
Christian Boenisch
County Counsel

Date: 3/4/16

YAMHILL COUNTY BOARD OF COMMISSIONERS

By: [Signature]
Mary Starrett, Chair

By: [Signature]
Stan Primovich

By: [Signature]
Allen Springer

Date: 3-1-2016

[Signature]
Silas Halloran-Steiner, Director
Department of Health and
Human Services

Date: 3/2/16

Accepted by Yamhill County
Board of Commissioners on
3.1.16 by Board Order
* 16-128