

ADMINISTRATIVE SERVICES AGREEMENT
Yamhill Community Care Organization

BETWEEN: Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“YHHS”)

AND: Yamhill County Care Organization dba Yamhill Community Care Organization, an Oregon nonprofit public benefit corporation (“Plan”)

EFFECTIVE DATE: January 1, 2020 (“Effective Date”)

RECITALS

- A. Plan is a Coordinated Care Organization (“CCO”) contracted with the Oregon Health Authority (“OHA”) to provide services pursuant to the OHP Health Plan Services Contract #161768 serving Oregon Health Plan members in Yamhill County and in surrounding zip codes in other counties (the “CCO Agreement”).
- B. The parties agree that YHHS and its subcontractors shall provide specific health plan administrative services for the Plan pursuant to the following terms and conditions.
- C. This Administrative Services Agreement shall supersede all previous Mental Health and Substance Abuse Disorder Delegation Agreements and Business Associate Agreements executed between the two parties except as provided for in the Ninth Amendment to the January 1, 2015 Mental Health and Substance Abuse Disorders Services Delegation Agreement, effective January 1, 2020.

Now, therefore, in consideration of the mutual covenants and conditions as described herein, the parties do hereby agree as follows:

- 1. **Term**
 - a. The term of this Agreement shall commence on the above Effective Date and continue for a period of twelve (12) months and shall thereafter automatically renew for successive terms of one (1) year each unless or until terminated in accordance with Section 9.

2. **YHHS Administrative Services**

a. **Authorized Services:** YHHS personnel and subcontractors shall perform all the administrative services labeled as “PLAN-HHS”, “YHHS”, and “YCHHS” as set forth in **Exhibits A and B**.

b. **Limitation of Authority**

a. The parties understand and agree that Plan has full and final authority and responsibility to OHA for the Plan administration and its operation and compliance with all applicable laws, notice requirements, and mandatory filings. The parties also acknowledge that, notwithstanding anything to the contrary in this Agreement, Plan is ultimately responsible to OHA for compliance with the terms and conditions of the CCO Agreement and any other agreements Plan may have with third parties regarding the administration of the Plan, and for compliance with applicable federal and state laws. YHHS shall have no duty or power to act on behalf of Plan other than as expressly stated in this Agreement. The Authorized Services to be performed by YHHS shall be performed within the framework of policies, interpretations, rules, practices, procedures, and decisions made or established by Plan.

c. **Cooperate with Plan Oversight**

a. YHHS shall fully cooperate in Plan’s ongoing monitoring, oversight, and assessment of this Agreement. This cooperation shall include but not be limited to providing accurate and timely monthly reports agreed upon by both parties and attending quarterly meetings. YHHS agrees to make records promptly available to Plan upon request or as required by Section 3(b) of this Agreement and the CCO Agreement or applicable state or federal law. YHHS shall meet with Plan administrative staff on a monthly or other periodic basis as mutually agreed to by YHHS and Plan.

d. **Tax Reporting and Withholding**

a. YHHS shall be responsible for provider income and employment tax reporting and withholding obligations imposed as a result of this Agreement.

3. **YHHS Obligations**

a. **HIPAA Administration**

a. YHHS shall, directly or by subcontractor, fully comply with and provide administration appropriate to meet the obligations under the Health Information Technology in Economic and Clinical Health Act of 2009, Title XIII, Public Law No. 111-5 (Feb. 17, 2009) and any regulations issued thereunder and the Health Insurance Portability and Accountability Act and its implementing regulations, 45 C.F.R. part 160 and 45 C.F.R. part 164, subparts A and E, and 45 C.F.R. part 164, subpart C (collectively, “HIPAA”).

In compliance with HIPAA, the parties executed a Business Associate Agreement on January 1, 2015, which, per Recital E., will be supplanted by **Exhibit D**, Business Associate Agreement, and thereby incorporated into this Agreement.

b. ***Records***

- a. YHHS shall permit, to the extent allowed by law, Plan and its designee(s) at all reasonable times to have access upon ten (10) business days' prior written notice, or sooner upon reasonable request by Plan, to books, records and other papers directly relating to the Authorized Services provided under this Agreement and all transactions between YHHS and Plan providers, Plan, and Plan members during the duration of this Agreement and for a period of ten (10) years after termination of this Agreement. Thereafter, copies of such records shall, upon request, be transferred to Plan. YHHS shall permit the Oregon Health Authority, the Oregon Secretary of State, the Oregon Department of Justice, the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Comptroller General of the United States, and their duly authorized representatives, at all reasonable times and upon demand, the right to audit, evaluate, and inspect any books; contracts; computer or other electronic systems; including medical records; and documentation and other records in its custody and control related to Plan's CCO Agreement. Any such inspections shall be conducted in such a way as to minimize interference or interruption of YHHS's ability to provide Authorized Services under this Agreement. YHHS agrees to retain such books and records and allow access as required by applicable law, but in all events for a term of at least ten (10) years and agrees that the government agencies identified above have the right to inspect and audit such books and records for the later of ten (10) years beyond termination of this Agreement or until the conclusion of any governmental audit that pertains to such books or records provided that YHHS had notice of such audit prior to the expiration of such ten (10) year period. To the extent permitted by law or the applicable governmental authority, YHHS shall promptly notify Plan in the event a governmental authority listed above requests information related to the Plan or this Agreement. YHHS shall, at Plan's request, ask the requesting authority for additional time to provide responsive materials pending any action Plan may choose to initiate to limit or enjoin the request. YHHS will provide PHI (as defined below) only as required or otherwise permitted by law.

c. ***Compliance with CCO Agreement***

- a. As part of the CCO Agreement, Plan must ensure that services are available and that benefits are administered according to the federal and state laws and Oregon administrative rules which govern the Plan. Plan shall deliver to YHHS the latest executed copy of the CCO Agreement and any amendments or successor agreements between OHA (or a related party) and the Plan at the time of their execution. Plan shall notify YHHS concerning the requirements of the CCO Agreement and shall inform YHHS of any material correspondence with OHA or any applicable state or federal authority that in any way affects YHHS duties hereunder. YHHS will provide timely information necessary to complete reporting requirements set forth in the CCO Agreement as set forth in **Exhibit A** and **Exhibit B**. The Authorized Services performed by YHHS and its subcontractors under this Agreement shall comply with Plan's contractual obligations under the CCO Agreement, which includes without limitation the Plan's obligations to comply with applicable federal and state laws and Oregon administrative rules. YHHS and its subcontractors shall maintain written administrative and operational policies and procedures to administer the Plan in compliance with the CCO Agreement. YHHS agrees to allow the Plan to review YHHS policies and procedures as the Plan deems necessary to ensure compliance therewith. A copy of the YHHS policies and procedures shall be provided to Plan for review upon the Effective Date and upon any material changes but not less than annually. YHHS agrees to promptly provide Plan with written notice of material changes in its policies and procedures that have direct impact on services provided to members, providers or Plan before the changes are put into effect.
- Plan agrees YHHS shall have no obligation to comply with the CCO Agreement or other laws or regulations that apply to Plan except with respect to the performance of those specific Authorized Services delegated to YHHS and its subcontractors hereunder.

Without limiting the foregoing, Plan shall be solely responsible to OHA for certification of any data that determines payment or overpayment. If OHA or Plan determines that YHHS or a subcontractor has not performed its obligations under this Agreement in accordance with the terms of the CCO Agreement, Plan may terminate this Agreement in accordance with Section 9(a).

In the event that a change in law, regulation, or the CCO Agreement materially increases the cost of providing the Authorized Services, the parties agree to negotiate in good faith to determine what adjustments to the compensation payable to YHHS are necessary to ensure that YHHS is reasonably compensated for the Authorized Services. However, if after negotiating in good faith for a period of ninety (90) days, the parties

cannot reach agreement on adjustments, either party may terminate this Agreement without penalty after providing one hundred eighty (180) days' written notice.

c. ***Adherence to Plan's Policies and Procedures***

a. YHHS and its subcontractors will comply with the Plan's policies and procedures as such policies and procedures relate to the administration of the CCO Agreement with respect to the performance of those specific Authorized Services delegated to YHHS and its subcontractors hereunder. A copy of the Plan's policies and procedures shall be provided to YHHS for review upon the Effective Date and upon any material changes but not less than annually. Plan agrees to promptly provide YHHS with written notice of material changes in its policies and procedures no less than thirty (30) days before the changes are put into effect; provided, however, that Plan is not required to provide thirty (30)-days' notice when the change relates to OHA or other regulatory guidance or instruction and such guidance or instruction is not provided to Plan within thirty (30) days of the effective date of the change. In such cases, Plan shall provide notice promptly upon learning of the change. In the event that a change in the Plan's policies or procedures materially increases the cost of providing the Authorized Services, the parties agree to negotiate in good faith to determine what adjustments to the compensation payable to YHHS are necessary to ensure that YHHS is reasonably compensated for the Authorized Services. However, if after negotiating in good faith for a period of ninety (90) days, the parties cannot reach agreement on adjustments, either party may terminate this Agreement without penalty after providing one hundred eighty (180) days' written notice.

d. ***Subcontractor Accountability***

a. The obligations set forth in this Agreement and under the CCO Agreement shall be equally applicable to any subcontractor with which YHHS contracts to provide any of the Authorized Services. YHHS agrees to provide Plan with a copy of the portions of each subcontract relevant to the performance of Authorized Services, which will not include any pricing (other than with respect to costs passed through to Plan) or other sensitive business information.

e. ***Provision of Information***

a. YHHS shall timely provide such information in its custody or control as the Plan may reasonably request to allow the Plan to meet regulatory requirements, accreditation standards, reporting

obligation, and otherwise fulfill its obligations pursuant to Section 3(c) hereof.

f. Warranty of Eligibility to Participate in Federal Programs

- a. YHHS hereby represents and warrants that neither YHHS nor any of its owners, employees, directors or officers, nor any of its subcontractors who will provide Authorized Services to Plan pursuant to this Agreement (collectively “YHHS Individuals and Entities”), is presently debarred, suspended, pending debarment, declared ineligible, or otherwise excluded from participation in any federally funded health care program, including Medicare and Medicaid. YHHS will monthly check the List of Excluded Individuals and Entities to ensure that no YHHS Individuals and Entities have been listed as excluded from participation in federal health care programs. YHHS hereby agrees to immediately notify Plan of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid, that affects any such YHHS Individuals or Entities providing Authorized Services hereunder.

d. Representations and Warranties of YHHS.

YHHS represents, warrants, and covenants to Plan that:

- a. In providing and performing the Authorized Services, YHHS and its subcontractors shall use commercially reasonable efforts to perform YHHS duties under this Agreement in a competent and workmanlike manner and in accordance with the professional standards reasonably expected from an experienced health plan administrator.
- b. All of YHHS’s employees providing services under this Agreement are subject to criminal background checks as provided in the CCO Agreement in Exhibit B Part 4, Section 12.a(8)(e)(iii).

4. Compensation

a. Compensation

- a. Plan shall pay YHHS the compensation set forth in **Exhibit C** for the services set forth in **Exhibits A and B**.

b. Taxes

- a. Each party is responsible for taxes that are applicable to that party.

c. Payment Upon Termination

- a. Upon termination of this Agreement, any fees accrued up to the date of termination shall become due and payable within thirty (30) days from the date of termination.

d. Legal Actions

- a. To the extent permitted by law or the applicable government agency, each party shall advise the other in writing by email, facsimile or by overnight express mail immediately, but no later than five (5) days, after it receives notice or knowledge of any matters involving legal actions or claims against either party that relate to the Authorized Services provided to Plan under this Agreement.

5. Plan Obligations

a. Oversight

- a. Plan shall oversee the administration of the CCO Agreement and shall be responsible to OHA for complying with all requirements of the Oregon Health Authority and the Centers for Medicare & Medicaid Services.

b. Plan Performed Services

- a. Plan shall work in conjunction with YHHS to perform services outlined in **Exhibit A and B** labeled “PLAN” or “PLAN - ASP.”
- b. Upon YHHS request, Plan shall provide YHHS with all information that is reasonably necessary to enable YHHS to perform or comply with its obligations under this Agreement. YHHS shall not be responsible for any failure to perform its obligations if such failure is the result of Plan’s inability or failure to provide the information required to perform or comply with those obligations.

c. Compliance with Laws

- a. Plan shall take all actions necessary to assure compliance with all applicable provisions of the CCO Agreement and all applicable state and federal laws.

6. Relationship of the Parties

- a. YHHS is an independent contractor. Nothing in this Agreement shall create, or be construed to create, the relationship of principal and agent, or the relationship of partnership or joint venture. Plan’s agents, officers, or employees shall not be considered or construed to be employees of YHHS. YHHS agents, officers, and employees likewise shall not be considered or construed to be employees of Plan.

7. Indemnification

- a. YHHS and Plan each agree to defend, indemnify and hold harmless the other, including the other’s officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney’s fees or penalties, arising out

of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. YHHS and Plan acknowledge and agree that YHHS's above indemnification obligations are subject to and limited by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement.

- b. Notwithstanding anything contrary in this Agreement, YHHS shall not be liable to Plan, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on YHHS good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Plan, Plan members, or health care providers.
- c. Plan shall further indemnify and hold harmless YHHS, including its officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all claims made by current or former Plan members or beneficiaries, or their counsel on their behalf, arising out of the provision of the Authorized Services or any other administrative services ("Beneficiary Claim") provided, however, that Plan shall not have a duty to indemnify under this section if and to the extent the cause of the Beneficiary Claim was due to YHHS failure to perform Authorized Services in accordance with the terms of this Agreement including without limitation the requirements set forth in Section 3(c).

8. Insurance

- a. During the term of this Agreement, and during any Run-Out period pursuant to Section 9 (Effect of Termination), each party shall procure and maintain in force, at its own expense, the following coverage:
 - a. **Liability Insurance:** Insurance necessary to insure it and its employees, contractors, agents, shareholders, directors and officers against any claim for damages arising out of the performance of this Agreement. Such insurance shall have minimum liability limits of \$1,000,000 per claim and \$3,000,000 in the aggregate.
 - b. **Liability Umbrella:** \$2,000,000 per claim and \$2,000,000 in the aggregate.
 - c. **Workers' Compensation Insurance:** For its employees, to the extent required under Oregon law as amended.
 - d. **Professional Liability (Errors and Omissions):** Such insurance shall have minimum liability limits of \$2,000,000 per claim and \$4,000,000 in the aggregate.
 - e. **Crime (Employee Dishonesty):** Such insurance shall have minimum liability limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

f. **Directors and Officers; Employment Practices; Fiduciary:** Such insurance shall have minimum liability limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

g. **Privacy/Security (Cyber):** Insurance necessary to insure it and its employees, contractors, agents, shareholders, directors and officers against any claim for data/privacy breaches, IT network security, and media and electronic content. Such insurance shall have minimum liability limits of \$4,000,000 per claim and \$4,000,000 in the aggregate.

b. As evidence of the insurance coverage required under this Agreement, each party shall furnish acceptable insurance certificates to the other party before the Effective Date and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retentions for all self-insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Plan shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

9. Termination

a. *For Cause*

If either party commits a material breach of this Agreement, the adversely affected party shall have the right to terminate this Agreement if the failure is not cured within thirty (30) days (or such time frame as agreed to by the parties) after written notice describing the failure is provided to the other party. If the matter alleged to be in default is not one which, by its nature, can be cured within thirty (30) days, then that party shall have a reasonable length of time, as judged by the nature of the matter, to cure the default; provided, however, that the party must have commenced its efforts to cure within a reasonable time and must diligently pursue its efforts to cure.

b. *Without Cause*

YHHS may terminate this Agreement without cause by providing written notice specifying a termination date no earlier than one hundred and eighty days (180) days after the date such notice is received by the Plan. Plan may upon one hundred and eighty (180) days' prior notice to YHHS, terminate this Agreement without cause as of any date after three hundred and sixty-five (365) days after the Effective Date of this Agreement.

c. *Effect of Termination:*

Except for the following and as otherwise provided in this Agreement, all duties and obligations of Plan and YHHS shall cease upon termination of this Agreement.

a. YHHS shall furnish to Plan all documents and all records related to the Plan and its members, in magnetic, electronic, or other transferable form acceptable to Plan, provided that YHHS will be

entitled to retain copies of documents and records as required to comply with the terms of this Agreement and applicable law. Plan shall reimburse YHHS for any extraordinary expenses incurred for services requested by Plan in writing over and above those necessary to affect an orderly transfer of services.

- b. Upon expiration or termination of this Agreement for any reason, at the election of Plan, YHHS may, at Plan's request, choose to continue to provide Authorized Services under this Agreement for up to three hundred and sixty-five (365) days (hereafter "Run-Out Period"). If, at Plan's request, YHHS chooses to continue to provide Authorized Services under this Agreement during the Run-Out Period, YHHS shall complete the processing of all encountered claims for benefits under this Agreement which are received by YHHS prior to termination of the Agreement and which are due and payable. During the Run-Out Period, Plan shall pay no more than current rates as set forth in this Agreement. Following termination of this Agreement and the Run-Out Period, or such earlier date as requested by Plan, YHHS shall surrender to Plan the encountered claim records on claims for which YHHS disbursed payment immediately prior to such termination and the Run-Out Period.
- c. Any additional services to be rendered by YHHS and its subcontractors after termination of this Agreement, including compensation for such services, shall be as mutually agreed by the parties in writing.
- d. Plan shall continue to be liable for all benefit claims.
- e. Upon the expiration or termination of this Agreement (or any Schedule or Exhibit) for any reason, upon Plan's request, YHHS may choose to provide assistance and data for a mutually agreed upon charge as reasonably requested by Plan to transfer the Authorized Services to Plan or to a successor service provider (collectively "Termination Assistance Services"). For clarity, any Termination Assistance period will be an extension of the then current term, provided however that YHHS and Plan will mutually agree in writing on the terms and conditions of any such extension of the then current term in order to effectuate the Termination Assistance Services during the Termination Assistance period.
- f. Notwithstanding anything to the contrary in Section 9c.b and 9c.e above, in the event of the termination of the CCO Agreement, the parties shall comply with any applicable Transition Plan as described in the CCO Agreement in Exhibit D Sections 10 and 11 of the CCO Agreement.

d. ***Survival***

- a. This Section 9 shall survive termination of this Agreement.

10. Business Records Access and Audit Rights; Confidential Information

a. Access

- a. Subject to the provisions of this paragraph, Plan may audit YHHS compliance with its obligations under this Agreement to confirm that proper accuracy and service levels are being performed and that there is adequate compliance with regulatory processes and procedures, including those of YHHS subcontractors. YHHS shall supply Plan with access to information acquired or maintained by YHHS in performing Authorized Services under this Agreement. YHHS shall be required to supply information in its possession which is deemed reasonably necessary by Plan for Plan to administer the CCO Agreement. Plan shall be entitled to use such information in order to conduct Plan business including to satisfy its reporting obligations under the CCO Agreement. Notwithstanding the foregoing, and except as otherwise required by law enforcement or legal authority, if YHHS marks any information requested by Plan as confidential or proprietary, Plan will keep such information confidential except to the extent Plan is required to provide such information to federal or state regulators.

b. Additional Audits

- a. For any additional audit requests outside the scope of the requirements within this Agreement, the Plan shall give YHHS prior written notice of its intent to perform such an audit and its need for such information. These audits and information disclosure shall occur at a reasonable time and place and shall be conducted in such a way as to minimize interference or interruption of YHHS's ability to provide Authorized Services under this Agreement.
- b. YHHS shall not be responsible for Plan's expenses in performing the audit.

c. Independent Audits

- a. YHHS will participate in and assist Plan with any OHA audits that include audit of Authorized Services. YHHS shall not be responsible for Plan's expenses in responding to the OHA audit. In addition, YHHS shall undergo an annual audit as a unit of local government. YHHS shall provide a copy of the annual audit report to the Plan upon request.

11. Disputes

- a. The parties shall in good faith attempt to resolve any dispute arising out of or related to this Agreement by negotiation for 30 days, or, if the parties agree, through mediation before a mutually-acceptable mediator.
- b. If any dispute is not resolved by negotiation or mediation, the dispute may, upon the written request of either party, be submitted to binding arbitration to be conducted in accordance with Oregon Revised Statutes, Chapter 36

and Uniform Trial Court Rules, Chapter 13. If the parties cannot mutually agree on a single arbitrator within ten (10) days after receipt of the notice, they shall within ten (10) days each appoint one arbitrator, and the two (2) so appointed arbitrators shall agree on a third arbitrator to hear arguments and make a decision. If the two (2) selected arbitrators cannot agree on a third arbitrator, the parties shall request that the Presiding Judge of Yamhill County appoint an arbitrator with knowledge of the subject matter to act as the third arbitrator. Arbitration shall be held in Yamhill County, Oregon unless the parties mutually agree to another site. The decision of the arbitrator shall be final and binding, and judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall pay an equal share of the costs of the arbitration services, but shall otherwise pay its own costs and expenses of participation. This dispute resolution process is the sole means for resolving disputes arising out of, related to, or interpreting this Agreement.

12. Assignment

- a.* No assignment of all or any part of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.

13. Notice

- a.* All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below:

If to YHHS: Yamhill County Health and
Human Services Department
627 NE Evans Street
McMinnville, OR 97128

If to Plan: Yamhill Community Care Organization
807 NE Third Street
McMinnville, Oregon 97128

- b.* Notice shall be deemed given for all purposes upon receipt, when personally delivered; one (1) day after being sent, when sent by recognized overnight courier service; two (2) days after deposit in United States mail, postage prepaid, registered or certified mail, or email. Any party may designate a different mailing address for all future notices by notice given in accordance with this paragraph. In addition, each party will provide a courtesy copy by email to the CEO or Director of the other party of any notice provided under this Agreement.

14. Compliance with Laws

- a.* The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations and the CCO Agreement. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

15. Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY AGREED IN THIS AGREEMENT OR ITS EXHIBITS, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES OR FOR LOSS OF OR CORRUPTION OF DATA, LOST PROFITS, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY. THIS LIMITATION APPLIES TO ANY LIABILITY, INCLUDING LIABILITY ARISING IN TORT OR CONTRACT, AND EVEN IF THE PARTY HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF THAT LIABILITY. EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE GREATER OF (I) FEES ACTUALLY RECEIVED BY YHHS FOR THE SPECIFIC SERVICE RENDERED AND PAID UNDER THE AGREEMENT, OR (II) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATIONS ON THE TYPES OR AMOUNT OF LIABILITY OF A PARTY HEREUNDER SHALL NOT APPLY TO: (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS; (II) BREACH OF THE BAA; (III) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (IV) FEES OWED TO YHHS; (V) MISAPPROPRIATION OF YHHS INTELLECTUAL PROPERTY RIGHTS; OR (VI) BODILY INJURY, DEATH OR TANGIBLE PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY HEREUNDER.

16. Modification

- a.* No modification of this Agreement, including the attached Exhibits shall be valid unless in writing and signed by all of the parties. As between the

parties, no terms and conditions contained in an electronic notification shall be of force or effect.

17. Integration

a. This Agreement including its Exhibits and Schedules constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.

18. Interpretation

a. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This Agreement shall not be construed against the drafting party.

19. Severability

a. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.

20. Waiver

a. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.

21. Binding Effect

a. Subject to restrictions in this Agreement upon assignment, this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

22. Governing Law

a. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.

23. Third-Party Beneficiaries

a. This Agreement creates no third party rights or obligations between YHHS and any Plan member or beneficiary. It is understood and agreed

that such persons are not, and shall in no event be deemed, third party beneficiaries of this Agreement and that no privity of contract shall exist between such persons and YHHS.

24. Force Majeure

- a.* Neither Plan nor YHHS shall be held responsible for delay or default directly caused by fire, riot, war, major disaster, epidemic, or acts of God (each a “Force Majeure Event”) which are beyond either Plan’s or YHHS reasonable control, provided that the non-performing party was without fault in causing or failing to prevent the occurrence of such event, and such event could not have been circumvented through the use of alternate procedures or methods reasonably available to such party. Plan or YHHS shall, as applicable, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance obligations under this Agreement; provided, however, that (i) Plan is not responsible for payment obligations during any period that YHHS is prevented from providing the Authorized Services as a result of a Force Majeure Event; and (ii) Plan shall have the right to immediately terminate this Agreement under Subsection 9.a.ii of this Agreement in the event that YHHS is prevented from providing the Authorized Services for a period of thirty (30) consecutive days, and Plan shall have no continuing obligation to pay fees for the Authorized Services after the effective date of termination. Each party shall give the other party prompt written notice if any Force Majeure Event is reasonably likely to cause an interruption in the party’s ability to perform, and the anticipated duration of such interruption. Notwithstanding anything in this Agreement, YHHS shall have a Disaster Recovery Plan that is reasonably acceptable to Plan.

25. Counterparts

- a.* This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement, even though all parties do not sign the same counterpart.

26. Exhibits

- a.* All Exhibits referred to in this Agreement and Schedules attached thereto shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If there is a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Exhibit shall prevail as to the matter covered by the Exhibit.

[Signature page follows]

NOW, THEREFORE, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

Yamhill County, Oregon

By: [Signature]
Name (printed) MARY STREET
Title: vice chair, BOC
Dated: 12-31-19

By: [Signature]
Name (printed) SILAS HALLORAN-STEINER
Title: NHS DIRECTOR
Dated: 12/31/19

FORM APPROVED BY:

By: [Signature]
Name (printed) Christal Beenis
Title: County Counsel
Dated: 12/31/19

Yamhill Community Care Organization, Inc.

By: [Signature]
Name (printed) Seamus McCarthy
Title: CEO
Dated: 12/31/2019

Accepted by Yamhill County
Board of Commissioners on
12/19/19 by: [Signature] Order
19-515

EXHIBIT A

ASSIGNMENT OF ADMINISTRATIVE SERVICES

YHHS shall perform all Authorized Services assigned to YHHS in the chart below as those services are further defined in **Exhibit B**. YHHS and its subcontractors shall provide, at their sole expense, all personnel, facilities and equipment required to enable YHHS and its subcontractors to perform all assigned processes and functions according to OHA and Plan specifications. YHHS subcontractors shall perform all Authorized Services assigned to subcontractors by YHHS, subject to the assignment provisions in Section 12 of this Agreement, in the chart below as those services are further defined in **Exhibit B**. YHHS and its subcontractors are responsible for establishing and maintaining the configuration of systems enabling the Authorized Services and updating underlying data as and when required.

The Authorized Services shall be assigned as follows and as specified in **Exhibit B**, Definition of Administrative Services:

- A. YHHS: Represents the outsource of the service to YHHS
- B. PLAN-HHS: Represents Plan purchased administrative services from YHHS
- C. PLAN: Represents Plan performing the service without the assistance of YHHS
- D. PLAN - ASP: Represents the Plan performing the service within CIM platform
- E. YCHHS: Represents Plan provider agreement with YHHS

ADMINISTRATIVE SERVICES*	ASSIGNMENT
Member Services	
Customer Service	PLAN-HHS
Mailings	PLAN-HHS
Grievances (Document)	PLAN-HHS
Medical Management Services	
Authorization Management	PLAN – ASP PLAN-HHS
Referral Management	PLAN – ASP PLAN-HHS
Authorization Entry	PLAN – ASP PLAN-HHS
Referral Entry	PLAN – ASP PLAN-HHS
Mailings	PLAN PLAN-HHS
Appeals (Document)	PLAN – ASP PLAN-HHS
Appeals (Review)	PLAN – ASP

ADMINISTRATIVE SERVICES*	ASSIGNMENT
	PLAN-HHS

Claims Processing Services	
Appeals (Review)	PLAN-ASP PLAN-HHS
Data and Reporting	
Service Level Reporting	PLAN-HHS
SUBCONTRACTOR Functions	PLAN PLAN-HHS YCHHS
Data Extracts	YHHS PLAN-HHS
Vendor Exports	YHHS PLAN-HHS

*All Administrative Services shall be fully implemented by January 1, 2020.

EXHIBIT B

DEFINITION OF ADMINISTRATIVE SERVICES

1. Member Services

- a. **Customer Service** - The management of the direct interactions of members with the Plan related to inbound phone inquiries, outbound phone contact, inbound faxes, inbound emails, and walk-ins. YHHS responsible for providing call center applications that support the retrieval of information on members, providers, claims and authorizations.
- b. **Mailings** - The transmission of written correspondence of member materials including handbooks, provider directories, notifications of change, and other plan developed materials. Includes the printing, preparation, and postage metering of those materials.
- c. **Grievances** - The collaborative management and resolution of complaints and issues received by customer service or any Plan department, delegated entity or vendor. YHHS shall be responsible for and administer the documentation aspect of Member grievances, and shall be responsible for and administer all aspects of Member appeals other than the final decision to uphold or reverse a coverage decision. YHHS will forward final appeals to the Plan, along with its recommendation regarding upholding or reversing a clinical appeal, and the Plan shall review and inform YHHS of its decision. YHHS shall promptly forward any appeal or grievance it receives directly from or on behalf of a member to the Plan along with the necessary information for review.

2. Medical Management Services

- a. **Authorization Management** - The capture of information necessary to make the determination of the approval or denial for prior authorization requests received from providers for members of the Plan.
- b. **Referral Management** - The capture of information necessary to make the determination of the approval or denial for referral requests from providers for members of the Plan.
- c. **Authorization Entry** - The entry of prior authorization requests into the system as requested by providers – i.e. requested by paper/fax and other than those entered directly by providers within the Provider Portal.
- d. **Referral Entry** - The entry of referral requests into the system as requested by providers – i.e. requested by paper/fax and other than those entered directly by providers within the Provider Portal.
- e. **Mailings** - The transmission of the physical correspondence related to requests for prior authorization or referrals.
- f. **Appeals** - The collaborative performance of the processes necessary to evaluate provider appeals and reconsiderations of prior authorization and

referral requests. YHHS shall be responsible for provider clinical reconsiderations regarding Medical / Utilization Management, and shall administer these reconsiderations in the same manner as member appeals and grievances outlined above. YHHS shall promptly forward any provider reconsideration it receives to the Plan along with the necessary information for review.

3. Claims Processing Services

- a. **Appeals** - The collaborative performance of the processes necessary to evaluate provider appeals and reconsiderations of prior authorization and referral requests. YHHS shall be responsible for provider clinical reconsiderations regarding Medical / Utilization Management, and shall administer these reconsiderations in the same manner as member appeals and grievances outlined above. YHHS shall promptly forward any provider reconsideration it receives to the Plan along with the necessary information for review.

4. Data and Reporting

- a. **SUB-CONTRACTOR Functions** – Performance and delivery of reports related to functions assigned and performed by the YHHS as specified in Exhibit A of this contract and YHHS specific subcontracted contracts.
- b. **Data Extracts** - The extraction and transmission of data captured and stored within YHHS systems.
Vendor Exports - The creation of data exports for enrollment, premium, claims, authorizations and other administrative data necessary for the Plan’s vendors to perform their delegated services. If assigned to the YHHS, exports restricted to information available within the YHHS’s systems and data available from OHA.

EXHIBIT C
COMPENSATION

1. Monthly per member, per month (PMPM) fee of \$3.62 starting in January 2020.

YHHS shall bill the Plan for the month of service no later than the 20th of the following month. Membership counts to be calculated by the YHHS based on membership for the 15th of the service month. Plan to be responsible for verification of membership counts. Plan will pay invoiced amounts within 30 days after YHHS has invoiced Plan. In the event Plan identifies a discrepancy between YHHS's Membership count and Plan's Membership count, Plan shall notify YHHS and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to YHHS of the discrepancy.

The Plan and YHHS will work together to develop appropriate Service Level measures for calendar year 2021.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between, Yamhill Community Care Organization (“Subscriber”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“Business Associate”) to set forth the terms and conditions under which protected health information (“PHI”) and electronic protected health information (“EPHI”), as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, and regulations enacted thereunder (collectively, “HIPAA”), may be used and disclosed by Business Associate on behalf of Subscriber. Subscriber and Business Associate have entered or will enter into one or more written agreements, including an Administrative Services Agreement (the “Services Agreement”) under which Business Associate provides certain services to Subscriber (“Services”) involving the creation, receipt, maintenance or transmission of PHI and EPH.

1. Definitions. All capitalized terms used but not otherwise defined herein, shall have the same meaning as such terms are defined by the HIPAA Privacy Rule (“Privacy Rule”) and HIPAA Security Rule (“Security Rule”) at 45 C.F.R. Parts 160 and 164 and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), as incorporated in the American Recovery and Reinvestment Act of 2009, and any implementing regulations thereunder. For purposes of this Agreement, PHI and EPHI are limited to that PHI and EPHI created or received by Business Associate in its capacity as a business associate within the meaning of 45 C.F.R. § 164.502(e) for and on behalf of Subscriber. The term “Individual” shall have the meaning given in 45 C.F.R. § 160.103 and shall also include such individual’s authorized personal representative in accordance with 45 C.F.R. § 164.502(g).

2. Permitted Uses and Disclosures by Business Associate. Subscriber and Business Associate hereby agree that except as otherwise limited by this Agreement, Business Associate may use and disclose PHI created, received, maintained or transmitted on behalf of Subscriber in the following manner:

a. Use and Disclosure Generally. Business Associate may use or disclose PHI and EPHI for purposes of the Services Agreement and to perform the Services, provided that such use or disclosure:

i. would not violate the Privacy Rule if done by Subscriber, except as specified in Section 2(b) and (c) below; and

ii. is consistent with the Minimum Necessary policies applicable under this Agreement.

b. Other Permitted Uses. Business Associate may use PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber if necessary:

i. for the proper management and administration of Business Associate;

ii. to carry out the legal responsibilities of the Business Associate; or

iii. to provide Data Aggregation services related to the Health Care Operations of Subscriber.

c. Other Permitted Disclosures. Business Associate may disclose PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber to a third party for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that such disclosure is:

i. Required by Law; or

ii. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

3. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is, therefore, not PHI is not subject to the provisions of this Agreement. Business Associate may de-identify PHI as part of the Services.

4. Obligations and Activities of Business Associate Regarding PHI and EPHI.

a. Limitation on Uses and Disclosures. Business Associate further agrees not to use or disclose PHI except as permitted by this Agreement or as Required by Law.

Subcontractors. Business Associate shall ensure that any subcontractor to whom Business Associate provides PHI or EPHI created, received, maintained, or transmitted by Business Associate on behalf of Subscriber has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that only those who reasonably need to know such information in order to perform the Services receive such information and, in such case, only the minimum amount of PHI is disclosed as is necessary for such performance.

b. Safeguards. Business Associate agrees to implement and use, and require any subcontractor to implement and use, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Subscriber

as required by the Security Rule and to comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent its use or disclosure other than as permitted by this Agreement.

c. Record of Disclosures. Business Associate agrees to maintain a record of its disclosures of PHI and related information as would be required for Subscriber to respond to a request from an Individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall not be required to maintain a record of disclosures of PHI except from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528, including: (a) for the purpose of Treatment, Payment, or Health Care Operations; (b) to an Individual who is the subject of the PHI; (c) pursuant to an Authorization that is valid under the Privacy Rule; or (d) for any other purpose excluded from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528.

d. Requests for Accounting of Disclosures. Within thirty (30) days of Business Associate's receipt of a written request of Subscriber, Business Associate shall provide to Subscriber the record maintained by Business Associate in accordance with Section 4.c, above, as necessary to permit Subscriber to make an Accounting of Disclosure of PHI about an Individual in accordance with 45 C.F.R. § 164.528. Business Associate shall direct any Individual who submits a request for an Accounting of Disclosures to Business Associate to make such request of Subscriber or shall promptly forward such Individual's request to Subscriber.

e. Access to PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make such PHI available to Subscriber, or, if directed by Subscriber, to an Individual, as is necessary for Subscriber to respond to an Individual's request for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate shall provide such PHI in an electronic form and format requested by the Individual or Subscriber unless it is not readily producible in such format, in which case it shall be produced in an alternative readable electronic format. Business Associate shall direct any Individual who submits a request for access to PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of access to PHI requested by an Individual shall be the responsibility of Subscriber.

f. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make any requested amendment(s) or correction(s) to PHI, or take other measures as necessary to satisfy Subscriber's obligations under 45 C.F.R. § 164.526, as directed by Subscriber. Business Associate shall direct any Individual who submits a request for amendment of PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of an Individual's request to amend PHI shall be the responsibility of Subscriber .

g. Reporting. Business Associate agrees to promptly, and without unreasonable delay, report to Subscriber, any Security Incident, Breach of Unsecured PHI, or the modification,

destruction, use, or disclosure of PHI or EPHI not permitted by this Agreement by Business Associate or subcontractors of which Business Associate becomes aware. This Section 4.g constitutes notice to Subscriber of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems, including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to EPHI.

h. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

i. Access to Business Associate's Internal Practices. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI, including EPHI, available to the Secretary of the United States Department of Health and Human Services, in the time and manner designated by the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

j. Record Retention. Business Associate shall maintain, and shall require any subcontractors to maintain, all documentation required for or generated for the purpose of compliance with this Agreement for a period of at least six (6) years after termination of this Agreement. Subcontractor's obligations under this Section 4.j shall survive termination of this Agreement.

k. Minimum Necessary Policies. Business Associate agrees to comply with the Minimum Necessary policies of Subscriber as provided to Business Associate and applicable to the uses and disclosures by Business Associate subject to this Agreement. With respect to uses and disclosures for purposes of Business Associate's proper management and administration, to carry out Business Associate's legal responsibilities, or Required by Law, Business Associate may reasonably request that Subscriber revise its Minimum Necessary policies to permit the use or disclosure. Upon receipt of such request, Subscriber agrees to make such modification. In the event Subscriber refuses such request, Business Associate may terminate the Services Agreement and shall not be deemed to have defaulted under or breached the Services Agreement.

l. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Subscriber of such Breach as required by 45 C.F.R. § 164.410. Except as otherwise required by law, Business Associate shall provide such notice verbally and in writing without unreasonable delay, and in no case later than ten (10) calendar days after discovery of the Breach.

i. Notice required by this Section 4.l shall include: (i) to the extent possible, the names of the Individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what

Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the Individual(s), and to protect against further Breaches; and (v) any other information that Subscriber determines it needs to include in notifications to the Individual(s) under 45 C.F.R. § 164.404(c).

ii. Business Associate shall reasonably cooperate and assist Subscriber to notify the Individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404.

iii. For purposes of this Agreement, “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Subscriber.

m. Security Rule Compliance. Business Associate agrees to comply with all applicable provisions of the Security Rule with respect to all EPHI.

n. Electronic Transactions. Business Associate shall comply with all applicable requirements of 45 C.F.R. Part 162 (the “Electronic Transactions Rule”) in conducting, on behalf of Subscriber, any electronic transaction that is subject to the Electronic Transactions Rule, or would be subject to the Electronic Transactions Rule were Subscriber conducting the transaction itself.

5. Obligations of Business Associate.

a. Requested Restrictions. Business Associate shall notify Subcontractor in writing of any restriction on the use or disclosure of PHI that Subscriber has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

b. Changes in or Revocation of Permission. Subscriber will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate’s use or disclosure of PHI.

c. Permissible Requests by Subscriber. Subscriber shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule if done by Subscriber, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

6. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date of the Services Agreement and the obligations herein shall continue in effect until the earlier of: (a) termination of the Services Agreement; (b) in the event the Services Agreement lapses or otherwise terminates unintentionally, upon termination of the provision of the Services; (c) upon termination of this Agreement pursuant to Section 6.b. below; or (d) the mutual written agreement of the parties.

b. Termination for Cause. If either Subscriber or Business Associate determines that the other party has breached a material term of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the alleged breach and shall:

i. provide an opportunity for the breaching party to cure the breach or end the violation, as applicable, to the satisfaction of the non-breaching party within thirty (30) days' written notice specifying the nature of the alleged material breach. If the breaching party does not cure the breach or end the violation within the thirty (30) day period, then the non-breaching may immediately thereafter terminate this Agreement and the Services Agreement;

ii. immediately terminate this Agreement and the Services Agreement if cure of the material breach is not possible; or

iii. report the violation to the Secretary if neither termination nor cure is feasible as provided in (i) or (ii) of this Section 6.b..

c. Effect of Termination. Upon termination of this Agreement, Business Associate shall, unless Business Associate reasonably determines it is infeasible, return or destroy all PHI received from or created or received by Business Associate on behalf of Subscriber that Business Associate maintains in any form. Business Associate shall not retain copies of such information. This Section 6.c. shall also apply to PHI that is in the possession of any of Business Associate's subcontractors. If Business Associate reasonably determines that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the protections required by this Agreement, and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The respective rights and duties of Business Associate in this Section 6.c. shall survive the termination of this Agreement, regardless of the reason therefor.

7. Indemnification. Business Associate and Subscriber each agree, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the other party (the "Indemnified Party") and any of Indemnified Party's employees, officers, directors, and agents (collectively, the "Indemnitees") from and against direct losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of the other party's breach of its obligations under this Agreement. Subscriber and Business Associate acknowledge and agree that Business Associate's above indemnification

obligations are subject to and limited by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. The parties' obligations under this Section 7 shall survive any expiration or termination of this Agreement.

8. General Provisions.

a. Amendment. Subscriber and Business Associate agree to negotiate in good faith to timely amend this Agreement as necessary to remain in compliance with the Privacy Rule, the Security Rule, HIPAA, the HITECH Act, or other applicable law. In the event that after sixty (60) business days after the commencement of such negotiations in good faith the parties are unable to agree upon such an amendment, either party may then terminate this Agreement.

b. Relationship of Parties. This Agreement does not create, nor shall it be construed to 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 authorized to act as an agent or representative of the other party. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Subscriber and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

c. Ownership. The parties acknowledge that this Agreement relates solely to the use and disclosure of PHI and EPHI, and does not grant or alter any ownership rights in such information.

d. Entire Agreement. This Agreement, together with the Services Agreements, contains the entire agreement between the parties with respect to the terms and conditions under which PHI and EPHI shall be (i) disclosed by Subscriber to Business Associate, and (ii) created or received by Business Associate on behalf of Subscriber. This Agreement supersedes all prior negotiations, representations, agreements, and other arrangements between the parties, whether oral or in writing, regarding the subject matter of this Agreement. There are no representations, understandings, or agreements relating to the matters expressed in this Agreement that are not fully expressed in this Agreement, and no change, waiver, or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the party against which such change, waiver, or discharge is sought to be enforced.

e. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

f. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

g. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Subscriber and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The section and paragraph headings of this Agreement are for the

convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections or paragraphs themselves.

h. Notices. Any notices permitted or required by this Agreement will be addressed as provided in the Services Agreement or to such other address as a party may provide to the other.

i. Contradictory Terms. This Agreement hereby amends, modifies, supplements, and is made part of the Services Agreement, provided that any provision of the Services Agreement, including any exhibit and attachment, that is directly contradictory to one or more terms in this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement with respect to the subject matter of this Agreement as of the date such term(s) becomes effective and only to the extent it is impossible to comply with both the Contradictory Term and this Agreement. Except as specifically provided in this Section 8, nothing in this Agreement is intended nor shall be construed to create, alter, amend, modify, diminish, or destroy any rights or obligations that either party has or may have under the Services Agreement.

j. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement, even though not all parties sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

Subscriber: YAMHILL COMMUNITY CARE ORGANIZATION



Date: 12/31/2019

By: Seamus McCarthy

Title: CEO

Business Associate: YAMHILL COUNTY, OREGON



Date: 12/31/19

By: SILAS HALLORAN-STEINER

Title: YHS DIRECTOR