

MANAGEMENT SERVICES AGREEMENT (CAREOREGON)

THIS MANAGEMENT SERVICES AGREEMENT (this "*Agreement*") dated as of March 1, 2021, by and between CareOregon, Inc. ("*CareOregon*"), an Oregon nonprofit public benefit corporation, and Columbia Pacific, LLC ("*CCO*"), an Oregon limited liability company.

RECITALS

A. WHEREAS, CareOregon is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended;

B. WHEREAS, Columbia Pacific is organized and operated as a coordinated care organization ("*CCO*") exclusively to develop an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population and the community served by the CCO;

C. WHEREAS, CCO has entered into two Health Plan Services Contracts for Coordinated Care Organizations with the State of Oregon, acting by and through its Oregon Health Authority for the Oregon Health Plan and Cover All Kids (intentionally referred to in the singular as the "*CCO Contract*");

D. WHEREAS, CareOregon has administrative and management expertise with respect to healthcare delivery and CCO desires to utilize this expertise;

E. WHEREAS, CCO desires to obtain, and CareOregon desires to deliver to CCO, certain administrative and management services all pursuant to the terms and conditions of this Agreement; and

F. WHEREAS, Capitalized terms used in this Agreement, but not otherwise defined in the Agreement, shall have the same meaning as those terms in the CCO Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Engagement. CareOregon hereby agrees to provide certain administrative and management services as provided in this Agreement. Although CCO herein delegates certain functions to CareOregon during the Term, nothing in this Agreement is intended to alter, weaken, displace or modify in any manner whatsoever the duties, obligations, responsibilities, rights and privileges of the CCO nor is it intended to delegate any powers, rights or obligations of the CCO that, pursuant to the CCO Contract, are non-delegable.

2. Specific Management Services. CareOregon shall provide CareOregon staff ("*Staff*") to deliver the following services to CCO to carry out certain administrative and

management functions pursuant to the CCO Contract including the following (collectively, the "**Management Services**"):

a. Regional Executives. Availability of CareOregon executives, including regional executives, for meetings and telephone conferences to provide general consulting and executive support with respect to CCO operations.

b. Regulatory Affairs. Advising CCO regarding compliance with applicable state and federal requirements for CCOs.

c. Financial Services. Financial administrative services for CCO, including accounting, bookkeeping, operational and capital budgeting and analysis, implementation of accounting systems/software, processing accounts receivable and accounts payable and cash disbursement, internal and regulatory financial reporting, management of CCO cash and investments pursuant to CCO directions, prepare CCO tax filings (including, but not limited to, Forms 990, 940, and 941), consulting on tax compliance, development and execution of internal financial controls and reporting to the CCO board of directors ("**CCO Board**"). Financial services also include the reasonable services of outside actuaries and other consultants that CareOregon determines are needed to perform the Management Services.

d. Enrollment. Administration of Member enrollment, including establishment of file transfer agreements with the Oregon Health Authority ("**OHA**") receipt of enrollment files, and prompt availability of these files to CCO and its Subcontractors, including Providers.

e. Payment. CareOregon will administer CCO Payments delivered from OHA to CCO pursuant to the CCO Contract, establish CCO's bank accounts and fund transfer agreements, administer CCO's payments to Subcontractors, including Providers, and reconcile all payments with OHA pursuant to CCO Contract requirements.

f. Reporting. Performance of all required financial, clinical, encounter data, and CCO reporting to OHA as required by the CCO Contract.

g. Customer Services. Providing customer service to CCO Members consistent with the requirements of the CCO Contract. Customer services shall include incoming telephone call answering and routing to CCO Subcontractors, including delegated entities, pursuant to applicable protocols.

h. Marketing and Communications. Assisting CCO with developing Member materials and web site content in compliance with CCO regulatory requirements. Development of materials and web sites and other marketing materials not required by CCO regulations is not within the scope of this Agreement. Any such services will be negotiated and subject to a mutually agreeable separate written agreement entered into by the parties hereto.

i. Delegation Oversight. Delegation oversight activities with respect to

CCO Subcontractors, including Providers, with respect to those functions necessary to comply with CCO requirements. For those services that CCO cannot delegate, such as final appeals of enrollee grievances, CareOregon shall advise CCO in the performance of those non-delegable functions.

j. Additional Services. Additional administrative or management services ("***Additional Services***") not included within the Management Services shall be subject to a mutually agreeable written agreement entered into by the parties hereto and shall be subject to additional compensation agreed by the Parties.

3. Medicare/Medicaid Participation. CareOregon hereby represents and warrants that none of its employees, members, directors or officers, nor anyone who will provide Management Services to CCO pursuant to this Agreement, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. CareOregon hereby agrees to immediately notify CCO of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid.

4. HIPAA: Confidential Information.

a. HIPAA. CareOregon agrees to hold all individually identifiable patient health information ("***Protected Health Information***"); that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of Protected Health Information. CareOregon agrees to abide by the terms of the Business Associate Agreement attached as Exhibit A.

b. Confidential Information. In the course of performing their obligations pursuant to this Agreement, each party may obtain the other party's Confidential Information, as defined herein. Each party shall keep confidential and shall not use or disclose, except for the purpose of performing their obligations hereunder or as otherwise required by law, Confidential Information of the other party. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances.

5. Work Standards.

a. CareOregon Standards. In performing the Management Services hereunder, CareOregon shall use commercially reasonable efforts to further the mission of CCO, and agrees to maintain high professional standards in the performance of CareOregon's duties under this Agreement. In the event that a regulatory change

requires a material change to the nature of or scope of the Management Services resulting in increased cost to CareOregon to provide the Management Services, the Parties shall meet and determine an appropriate increase in the compensation payable to CareOregon hereunder. In the event the parties are unable to agree upon such adjustment within thirty (30) days after CareOregon shall have requested such adjustment in writing, CareOregon shall implement an adjustment in good faith that reasonably reflects the increased cost to CareOregon of providing the Management Services.

b. Performance Benchmarks. The Parties will mutually determine performance benchmarks for the Management Services. The benchmarks will be reviewed and revised as appropriate by the Parties once every six months during the Term. If a performance benchmark is not met, the Parties will develop an action plan to meet the benchmark.

c. Compliance with Laws. CareOregon shall at all times during the Term, comply with all laws, rules, regulations, reporting requirements, policies and procedures of and/or pertaining to the Medicare and Medicaid programs ("Laws"), and promulgated by CMS, the Oregon Health Authority, Division of Medical Assistance Programs, and Addictions and Mental Health Division, as such Laws apply to the performance of the Management Services.

d. Compliance with CCO Contract. CareOregon shall ensure that the Management Services provided hereunder shall be performed in a manner that is consistent with the obligations of CCO under the CCO Contract, as such obligations may apply to the Management Services. Pursuant to Section 20 of Exhibit D to the CCO Contract, CareOregon shall ensure that OHA shall receive the benefit of CareOregon's performance hereunder as if CareOregon were CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of Exhibit D to the CCO Contract. CareOregon shall comply with the provisions of Exhibit B to the CCO Contract to the extent applicable to its performance hereunder. Further, to the extent the CCO Contract contains provisions regarding Subcontractors, and those provision require this Agreement to incorporate specific provisions of the CCO Contract, such provisions are hereby incorporated herein. To the extent the CCO Contract requires CCO to cause its Subcontractors to comply with certain provisions of the CCO Contract, CareOregon shall comply with applicable provisions of the CCO Contract as a Subcontractor.

e. Access and Maintenance of Records. CareOregon shall maintain all financial records related to the performance of the Management Services in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, CareOregon shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writing, whether in paper, electronic or other form, that are pertinent to the CCO Contract ("**Records**") and the performance of the Management Services in such manner to clearly document CareOregon's performance of its obligations set forth in this Agreement. To the extent required by the CCO Contract or applicable law, CareOregon shall provide timely and reasonable access to Records to: (i) the Oregon Health Authority; (ii) the Oregon Secretary of State's Office; (iii) CMS; (iv) the Comptroller General of the United States; (v) the Oregon Department of Justice Medicaid Fraud Control Unit; and (vi) all of their duly authorized representatives, to perform examinations and audits, make excerpts and

transcripts, and evaluate the quality, appropriateness and timeliness of services performed pursuant to this Agreement. CareOregon shall retain and keep accessible all Records for the longer of (a) six years following final payment and termination of the CCO Contract; (b) the period as may be required by applicable law, including records retention schedules set forth in Oregon Administrative Rules Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the CCO Contract. The rights of access in this Section 5 are not limited to the required retention period, but shall last as long as the Records are retained. The obligations set forth in this Section 5 shall survive the expiration or termination of this Agreement. CareOregon shall notify CCO of any request by any governmental agency for Records pertaining to this Agreement or the Management Services.

6. Compensation.

a. Payment. CCO shall compensate CareOregon for the provision of the Management Services by paying the Fee below on a monthly basis. The Fee shall be paid within thirty (30) days of receipt of the invoice.

b. Amounts. The Fee shall consist of the following amounts:

1. Leased Employees. The direct costs incurred by CareOregon to employ the Staff (including without limitation salary or wages, employment taxes, fringe benefits, retirement plan contributions (401(k)) and normal costs directly related to his/her employment, including travel for CCO activities (collectively, the "*Personnel Costs*").

2. Consultation, Other Direct Costs and Overhead Costs. A flat monthly fee of \$96,275 for the other direct costs incurred by CareOregon in performing the Management Services, including without limitation services provided by external consultants (actuaries, auditors, investment advisors, etc) and general overhead costs ("*Consultation, Other Director Costs and Overhead Costs*").

For Management Services provided hereunder after the initial twelve months of this Agreement, CCO and CareOregon shall negotiate in good faith an amendment to this Agreement to provide for a monthly payment amount for each category of service consistent with CareOregon's budgeted costs of providing the services and in accordance with a mutually agreeable written amendment to this Agreement entered into by the Parties. In the absence of such an amendment, the Fee provided in Section 6(b) above shall remain in effect.

c. Invoice. CareOregon shall deliver an invoice for Personnel Costs and Direct Costs (together the "*Fee*") to CCO monthly on or before the 15th of each month for the prior month's Management Services.

7. Indemnification. Each of the Parties agrees to be liable for its own conduct and to indemnify the other Party against any and all losses therefore. In the event that loss or damage results from the conduct of more than one Party, each Party agrees to be

responsible for its own proportionate share of the claimant's total damages under the laws of the State of Oregon. This Section shall survive termination of this Agreement.

8. Insurance. CareOregon shall maintain policies of the following forms of insurance in commercially reasonable amounts: workers' compensation; errors and omissions (including coverage for data/privacy breaches, IT network security, media and electronic content, intellectual property infringement); professional liability; employment practices; directors and officers; fiduciary; and crimes. If requested to do so by CCO, CareOregon shall provide certificates and policies evidencing coverage. All insurance shall be maintained without interruption to cover acts and omissions that may occur at any time during the Term. This Section shall survive termination of this Agreement.

9. Status of Parties. Nothing contained herein shall be construed to imply a partnership or joint venture between CCO and CareOregon, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other unless expressly provided for hereunder.

10. Term and Termination.

a. Term. This Agreement shall be effective as of the Effective Date, unless earlier terminated as provided herein, or unless extended by mutual written agreement (the "**Term**").

b. Termination. This Agreement may be terminated as follows:

1. Without Cause. Either party may terminate this Agreement without cause upon written notice to the other party at least one hundred eighty (180) days prior to termination.

2. With Cause. Either party may terminate this Agreement upon written notice to the other party upon the material breach by the other party of any provision of this Agreement and if such breach continues for a period beyond thirty (30) days after delivery of written notice specifying such breach. In addition (as required by Exhibit B, Part 4, Section 10 (a)(7) of the CCO Contract), this Agreement may be terminated by CCO due to the inadequacy of CareOregon's performance to meet the requirements of this Agreement. Termination pursuant to this section shall not preclude the party initiating the termination from seeking other remedies available at law or in equity as a result of the other party's breach of this Agreement.

3. Immediate Termination. This Agreement may be terminated immediately by either party upon written notice to other party, as follows:

(i) If the other party engages in any act that would subject either party to criminal liability in the reasonable opinion of a party.

(ii) Upon dissolution of either party.

(iii) Upon or following: (i) the insolvency of a party; (ii) the filing of a voluntary or involuntary petition by or on behalf of a party under federal bankruptcy law; (iii) upon a party entering into an agreement with creditors for the liquidation of its assets; or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of a party.

(iv) Upon the cancellation, termination or expiration of the CCO Contract.

(v) In addition to the foregoing, CCO only may immediately terminate this Agreement in the event that CareOregon or a member of the Staff is debarred, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program, including the Medicare or Medicaid. The right of termination pursuant to this Section 10(b)(3)(v) may only be exercised after written demand by CCO to take immediate action to terminate the excluded individual or entity and CareOregon's refusal or failure to do so within ten (10) days.

4. Mutual Agreement. By the mutual written agreement of the parties, on such terms as are set forth therein.

c. Consequences of Termination. Upon the termination or expiration of this Agreement, the rights and obligations of the parties under this Agreement shall terminate, except (i) for liabilities or obligations of each party which are accrued as of the date of termination; (ii) for all obligations of CCO to pay CareOregon the Fee for Management Services rendered prior to termination of this Agreement; (iii) obligations that survive termination of this Agreement; and (iv) as otherwise expressly agreed by the Parties to the contrary. In the event of termination or expiration of this Agreement, CareOregon shall cooperate with and shall not interfere in the transfer of responsibilities of CareOregon to CCO or a successor entity designated by CCO.

11. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this

Agreement shall be given in writing and shall be deemed given upon delivery by hand or sent by facsimile transmission, or upon deposit in the United States mail, certified, return receipt requested, postage prepaid, to the parties at the following addresses:

If to CCO:

315 S.W. Fifth Ave.,
Portland, OR 97204
Attention: Manager

If to CareOregon:

CareOregon, Inc.
315 S.W. Fifth Ave.
Portland, OR 97204
Attention: CEO

Any party may change its address for notice purposes by giving written notice of the change in accordance with this Section.

b. Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. All waivers shall be in writing to be effective.

c. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

d. Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties and shall inure to the benefit of, and be binding upon the parties, their respective successors, heirs, legal representatives or personal representatives. No amendment or modification to the terms of this Agreement is invalid unless made in writing and signed by each of the parties hereto.

e. Assignment. Except for an assignment or delegation by CareOregon to an affiliate of CareOregon, neither party may assign its interest in this Agreement or delegate its duties without the prior written consent of the other party, which consent shall not be unreasonably withheld.

f. Severability. If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

g. Captions. Captions contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend the scope or intent of this agreement or any provision hereof.

h. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended, nor shall it be construed to create rights to the benefit of third parties.

i. Counterparts. This document may be executed in two or more counterparts, each part taken together constituting the whole.

The parties hereto have caused this Agreement to be duly executed by their duly authorized officers as the date first above written.

COLUMBIA PACIFIC CCO, LLC

DocuSigned by:
Mimi Haley
2D4F439ED7614AB...

Signature
2/23/2021

Date

CAREOREGON, INC.

DocuSigned by:
Erin Fair Taylor
636B1B022DFD400...

Signature
3/9/2021

Date

EXHIBIT A

GENERAL REQUIREMENTS FOR SUBCONTRACTORS PERFORMING HEALTH PLAN SERVICES UNDER THE CCO CONTRACT

CCO is a party to a standard agreement with the Oregon Health Authority (“OHA”) titled, “Oregon Health Plan, Health Plan Services Contract” and “Cover All Kids Health Plan Services Contract” intentionally referred to in the singular in this Exhibit as the “CCO Contract”. The CCO Contract applies to CareOregon (“Subcontractor”) as subcontractor of CCO, and agrees to provide its services pursuant to the CCO Contract.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by Subcontractor under this Exhibit for Delegated CCO Health Plan Services (“Exhibit”). Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference.

- 1. Interpretation and Administration of Exhibit.** The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the Health Plan Services Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) which is the standard agreement(s) used by the Oregon Health Authority (“OHA”) with all CCOs. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract, Section VI titled “Interpretation and Administration of Contract” which shall be incorporated herein by reference.

The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CCO to delegate duties and obligations to Subcontractor related to providing services that are Covered Services, as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor’s mission and objectives.

- 2. Performance of Exhibit.** Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures adopted by CCO. If Subcontractor fails to comply with any provisions of this Exhibit or with CCO policies and procedures, CCO may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article V of the Agreement.
- 3. Definitions**

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.
- 4. Statements of Work.** Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this agreement.

- a. Payment Contingent on CCO Receiving Payment.** Under Exhibit B, Part 4, Section 12(d), Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

5. Key Deliverables

- a. Reporting Requirements.** Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CCO will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CCO in order for it to carry out its oversight and monitoring duties.

b. Financial Reporting Requirements.

- i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CCO, unless CCO policies and procedures or written reporting instructions allow otherwise.
- ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CCO through proof of financial responsibility that it is able to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.
- iii. Subcontractor shall cooperate with CCO to submit any information required for CCO to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

- c. BAA required for Delegated Health Plan Services.** The services provided under this Exhibit are being delivered on behalf of CCO because Subcontractor is performing on contractual obligations for health plan services. As a result, under this Exhibit Subcontractor is acting as the Business Associate of CCO and a Business Associate Agreement is required to be executed between the parties.

- d. Additional Actions Required Following Notice of Termination.** After providing notice of termination to CCO under Article V, Subcontractor shall:

- i. Submit to CCO a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CCO. Subcontractor shall make revisions to the plan as requested by CCO. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CCO may result in CCO extending the termination date by the amount of time necessary in order for CCO to

provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and an other Members requiring high level coordination.

- ii. Submit reports to CCO every thirty (30) calendar days five (5) days prior to the OHA reporting deadline, or as otherwise agreed upon in the Transition Plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CCO describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.
 - iii. Maintain adequate staffing to perform all functions specified in this Exhibit during any transition of care.
 - iv. Cooperate with CCO to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CCO. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.
- e. Continuity of Care.** The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. Subcontractor shall ensure:
- i. Continuation of services to members for any period and Covered Service for which CCO has actually paid Compensation to Subcontractor;
 - ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;
 - iii. Timely submission of information, reports and records, including encounter data, required to be provided to CCO and OHA relating to services provided.
 - iv. If Subcontractor continues to provide services to a member after the Term, CCO shall have no responsibility to pay for such services pursuant to this Exhibit.
- f. External Quality Review.** Subcontractor shall cooperate with CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.
- g. Monitoring and Delegation Oversight.** As a subcontractor of the CCO under common control and ownership with the CCO, Subcontractor is exempt from the standard OHA regulations for delegated Subcontractors, including an annual report because CCO and Subcontractor are in the same corporate family.
- h. Program Integrity.**

Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.

d. Governing Law, Consent to Jurisdiction (CCO Contract, Exhibit D, Section 1)

This Exhibit shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of

communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.

- iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.

f. Independent Contractor (CCO Contract, Exhibit D, Section 3)

- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.
- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Subcontractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)

- i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants that:
 - 1. Subcontractor has the power and authority to enter into and perform this Exhibit;
 - 2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
 - 3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and

diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession;

4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.

ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract, Exhibit D, Section 15)

i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Participating Provider and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

1. The right to audit under this section exists for ten (10) years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.

- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten (10) years or:
 - 1. The retention period specified in the CCO Contract for certain kinds of records;
 - 2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
 - 3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.
- iii. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)

If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System to which security and requirements apply, and CCO grants Subcontractor access to such CCO assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)

- i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CCO. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CCO may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CCO of any assignment or transfer of interest shall be deemed to create any obligation of CCO in addition to those set forth in the Contract.
- ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

k. Subcontracts (CCO Contract, Exhibit D, Section 20)

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of the CCO Contract, and any other information OHA or CCO may request from time to time, Subcontractor shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of Exhibit D of the CCO Contract. OHA and/or CCO’s consent to any downstream Subcontract shall not relieve Subcontractor of any of its duties or obligations under this Exhibit.

I. Survival (CCO Contract, Exhibit D, Section 25)

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the following Sections or provisions set for the below in this section. Without limiting the foregoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CCO's right to enforce the CCO Contract and/or this Exhibit with respect to any default by Subcontractor that has not been cured.

- i. CCO Contract Exhibit A, Definitions
- ii. CCO Contract General Provisions: Sections V and VI
- iii. CCO Contract Exhibit B, Part 10: Section 3
- iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
- v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Subcontractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of this Exhibit D.
- vi. Special Terms and Conditions:

In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

1. Claims Data

- a. The submission of all Encounter Data for services rendered to Subcontractor's Members during contracted period;
- b. Certification that Subcontractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of the Subcontractor's authorized representative, subject to False Claims Act liability;
- c. Adjustments to encounter claims in the event Subcontractor receives payment from a Member's Third Party Liability or Third Party recovery; and
- d. Adjustments to encounter claims in the event Subcontractor recovers any Provider Overpayment from a Provider.

2. Financial Reporting

- a. Quarterly financial statements as defined in Exhibit L;
- b. Audited annual financial statements as defined in Exhibit L;
- c. Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Subcontractors or its downstream Subcontractors;
- d. Submission of any and all financial information related to the calculation of Subcontractor's MMLR; and

- e. Data related to the calculation of quality and performance metrics.
- 3. Operations
 - a. Point of contact for operations while transitioning;
 - b. Claims processing;
 - c. Provider and Member Grievances and Appeals; and
 - d. Implementation of and any necessary modifications to the Transition Plan.
- 4. Corporate Governance
 - a. Oversight by Governing Board and Community Advisory Council;
 - b. Not initiating voluntary bankruptcy, liquidation, or dissolution;
 - c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and
 - d. Responding to subpoenas, investigations, and governmental inquiries.
- 5. Financial Obligations

The following requirements survive Exhibit expiration or termination indefinitely:

- a. Reconciliation of Risk Corridor Payments;
 - b. Reconciliation and right of setoffs;
 - c. Recoupment of MMLR Rebates;
 - d. Reconciliation of prescription drug rebates;
 - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
 - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.
- 6. Sanctions and Liquidated Damages
 - a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.
 - b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

m. Equal Access (CCO Contract, Exhibit D, Section 31)

Subcontractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

n. Media Disclosure (CCO Contract, Exhibit D, Section 32)

Subcontractor shall not provide information to the media regarding a recipient of

services under this Exhibit without first consulting with and receiving approval from the CCO and OHA.

o. Mandatory Reporting of Abuse (CCO Contract, Exhibit D, Section 33)

- i. Subcontractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
 1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
 2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
 3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
 4. ORS 441.650 to 441.680 (residents of long term care facilities).

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

Columbia Pacific CCO
315 SW Fifth Avenue
Portland, Oregon 97204

THE COMPANIES

CareOregon, Inc.
315 SW Fifth Avenue
Portland, Oregon 97204

BUSINESS ASSOCIATE

This Business Associate Agreement (“BAA”) is between the Companies and Business Associate.

Business Associate and the Companies have entered into a Consulting Services Agreement dated October 27, 2020 (“Agreement”) and this BAA is incorporated by reference in the Agreement. The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Companies (or another business associate of the Companies) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Companies and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Companies and Business Associate is subject to provisions of the HIPAA Rules. The Companies and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

- (a) “Agent” means an agent as used and defined under the HIPAA Rules and federal common law.
- (b) “Breach” has the same meaning as in 45.C.F.R. § 164.402.
- (c) “Designated Record Set” has the same meaning as in 45 C.F.R. 164.501.
- (d) “Discovery” means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.

- (e) “Effective Date” means the date first written above.
- (f) “Electronic Media” means the same as in 45 C.F.R. § 160.103.
- (g) “Electronic Protected Health Information” or “EPHI” means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Companies.
- (h) “Electronic Transactions Rules” means 45 CFR Part 162.
- (i) “Fundraising” means raising funds for the Business Associate’s own benefit as governed by 45 CFR § 164.514.
- (j) “HIPAA Rules” means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
- (k) “Individual” means a person to which specific PHI applies.
- (l) “Marketing” means the same as in 45 CFR § 164.501.
- (m) “PHI” or “Protected Health Information” means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Companies.
- (n) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- (o) “Required by Law” means the same as in 45 C.F.R. § 164.103.
- (p) “Secretary” means the Secretary of the United States Department of Health and Human Services or the Secretary’s designee.
- (q) “Security Incident” means the same as in 45 CFR § 164.304.
- (r) “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
- (s) “Subcontractor” means the same as in 45 C.F.R. § 160.103.
- (t) “Unsecured PHI” means the same as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Companies any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Companies any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Companies has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Companies, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Companies to PHI in a Designated Record Set, to the Companies or, as directed by the Companies, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Companies request an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Companies unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Companies, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Companies to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Companies pursuant to 45 CFR § 164.526, at the request of the Companies or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Companies available to the Companies or, at the request of the Companies, to the Secretary or other regulatory official as directed by the Companies, in a time and manner requested by the Companies or such official for the purpose of determining the Companies' or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Companies as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Companies, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Companies will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Companies of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Companies of a Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate and the following shall apply:

(1) Notice to the Companies shall include, to the extent possible: (i) the names of the Individual(s) affected by 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 PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Companies reasonably requests.

(2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Companies may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Companies' behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Companies from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Companies), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Companies' actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Companies on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Companies, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Companies under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Companies' own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Companies.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

(1) The disclosure is required by Law; or

(2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

4. Obligations of the Companies

(a) The Companies shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Companies shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Companies shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Companies have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Companies, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Companies obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Companies shall take one of the following actions:

(1) If the Companies determine that the breach or violation is curable, the Companies shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Companies, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Companies, the Companies may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Companies under the Agreement until such breach or violation is cured.

(2) If the Companies determine that the breach or violation is not curable, The Companies immediately terminate this BAA and the Agreement.

(3) If the Companies determine that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Companies may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Companies shall determine.

(4) In addition to the forgoing, the Companies may immediately terminate this BAA and the Agreement if the Companies determine that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

(1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Companies notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

6. Indemnification

Business Associate agrees to indemnify and hold harmless the Companies from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

7. Miscellaneous

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Companies to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Companies to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this BAA 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 and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will 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 on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

**FIRST AMENDMENT
TO THE MANAGEMENT SERVICES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) effective this first day of January 2022 is entered by and between Columbia Pacific CCO, LLC (hereinafter “CCO”) acting by and through its agreement with the Oregon Health Authority (“OHA”) to operate as a Coordinated Care Organization, and CareOregon, Inc. an Oregon public benefit corporation (hereinafter “CareOregon”).

WHEREAS, the parties now desire to amend the Management Services Agreement dated March 1, 2021 (“Agreement”) as follows:

1. In Section 6.b.2 of the Agreement, the flat monthly fee of \$96,275 shall be deleted and replaced with \$103,348.

It is the intention of the parties to have all terms and conditions, in the Agreement that are not modified through this Amendment, to remain in full force and effect.

The Parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the date set forth above.

COLUMBIA PACIFIC CCO, LLC
DocuSigned by:
BY: Mimi Haley
2D4F439ED7614AB...
Mimi Haley, CEO

CAREOREGON, INC.
DocuSigned by:
BY: Teresa Learn
14ECFFDCC9B24DD...
Teresa Learn, CFO

MANAGEMENT SERVICES AGREEMENT (CAREOREGON)

THIS MANAGEMENT SERVICES AGREEMENT (this "*Agreement*") dated as of March 1, 2021, by and between CareOregon, Inc. ("*CareOregon*"), an Oregon nonprofit public benefit corporation, and Jackson County CCO, LLC dba Jackson Care Connect ("*CCO*"), an Oregon limited liability company.

RECITALS

A. WHEREAS, CareOregon is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended;

B. WHEREAS, Jackson Care Connect is organized and operated as a coordinated care organization ("*CCO*") exclusively to develop an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population and the community served by the CCO;

C. WHEREAS, CCO has entered into two Health Plan Services Contracts for Coordinated Care Organizations with the State of Oregon, acting by and through its Oregon Health Authority for the Oregon Health Plan and Cover All Kids (intentionally referred to in the singular as the "*CCO Contract*");

D. WHEREAS, CareOregon has administrative and management expertise with respect to healthcare delivery and CCO desires to utilize this expertise;

E. WHEREAS, CCO desires to obtain, and CareOregon desires to deliver to CCO, certain administrative and management services all pursuant to the terms and conditions of this Agreement; and

F. WHEREAS, Capitalized terms used in this Agreement, but not otherwise defined in the Agreement, shall have the same meaning as those terms in the CCO Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Engagement. CareOregon hereby agrees to provide certain administrative and management services as provided in this Agreement. Although CCO herein delegates certain functions to CareOregon during the Term, nothing in this Agreement is intended to alter, weaken, displace or modify in any manner whatsoever the duties, obligations, responsibilities, rights and privileges of the CCO nor is it intended to delegate any powers, rights or obligations of the CCO that, pursuant to the CCO Contract, are non-delegable.

2. Specific Management Services. CareOregon shall provide CareOregon staff ("*Staff*") to deliver the following services to CCO to carry out certain administrative and

management functions pursuant to the CCO Contract including the following (collectively, the "**Management Services**"):

a. Regional Executives. Availability of CareOregon executives, including regional executives, for meetings and telephone conferences to provide general consulting and executive support with respect to CCO operations.

b. Regulatory Affairs. Advising CCO regarding compliance with applicable state and federal requirements for CCOs.

c. Financial Services. Financial administrative services for CCO, including accounting, bookkeeping, operational and capital budgeting and analysis, implementation of accounting systems/software, processing accounts receivable and accounts payable and cash disbursement, internal and regulatory financial reporting, management of CCO cash and investments pursuant to CCO directions, prepare CCO tax filings (including, but not limited to, Forms 990, 940, and 941), consulting on tax compliance, development and execution of internal financial controls and reporting to the CCO board of directors ("**CCO Board**"). Financial services also include the reasonable services of outside actuaries and other consultants that CareOregon determines are needed to perform the Management Services.

d. Enrollment. Administration of Member enrollment, including establishment of file transfer agreements with the Oregon Health Authority ("**OHA**") receipt of enrollment files, and prompt availability of these files to CCO and its Subcontractors, including Providers.

e. Payment. CareOregon will administer CCO Payments delivered from OHA to CCO pursuant to the CCO Contract, establish CCO's bank accounts and fund transfer agreements, administer CCO's payments to Subcontractors, including Providers, and reconcile all payments with OHA pursuant to CCO Contract requirements.

f. Reporting. Performance of all required financial, clinical, encounter data, and CCO reporting to OHA as required by the CCO Contract.

g. Customer Services. Providing customer service to CCO Members consistent with the requirements of the CCO Contract. Customer services shall include incoming telephone call answering and routing to CCO Subcontractors, including delegated entities, pursuant to applicable protocols.

h. Marketing and Communications. Assisting CCO with developing Member materials and web site content in compliance with CCO regulatory requirements. Development of materials and web sites and other marketing materials not required by CCO regulations is not within the scope of this Agreement. Any such services will be negotiated and subject to a mutually agreeable separate written agreement entered into by the parties hereto.

i. Delegation Oversight. Delegation oversight activities with respect to

CCO Subcontractors, including Providers, with respect to those functions necessary to comply with CCO requirements. For those services that CCO cannot delegate, such as final appeals of enrollee grievances, CareOregon shall advise CCO in the performance of those non-delegable functions.

j. Additional Services. Additional administrative or management services ("***Additional Services***") not included within the Management Services shall be subject to a mutually agreeable written agreement entered into by the parties hereto and shall be subject to additional compensation agreed by the Parties.

3. Medicare/Medicaid Participation. CareOregon hereby represents and warrants that none of its employees, members, directors or officers, nor anyone who will provide Management Services to CCO pursuant to this Agreement, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. CareOregon hereby agrees to immediately notify CCO of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid.

4. HIPAA: Confidential Information.

a. HIPAA. CareOregon agrees to hold all individually identifiable patient health information ("***Protected Health Information***"); that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of Protected Health Information. CareOregon agrees to abide by the terms of the Business Associate Agreement attached as Exhibit A.

b. Confidential Information. In the course of performing their obligations pursuant to this Agreement, each party may obtain the other party's Confidential Information, as defined herein. Each party shall keep confidential and shall not use or disclose, except for the purpose of performing their obligations hereunder or as otherwise required by law, Confidential Information of the other party. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances.

5. Work Standards.

a. CareOregon Standards. In performing the Management Services hereunder, CareOregon shall use commercially reasonable efforts to further the mission of CCO, and agrees to maintain high professional standards in the performance of CareOregon's duties under this Agreement. In the event that a regulatory change

requires a material change to the nature of or scope of the Management Services resulting in increased cost to CareOregon to provide the Management Services, the Parties shall meet and determine an appropriate increase in the compensation payable to CareOregon hereunder. In the event the parties are unable to agree upon such adjustment within thirty (30) days after CareOregon shall have requested such adjustment in writing, CareOregon shall implement an adjustment in good faith that reasonably reflects the increased cost to CareOregon of providing the Management Services.

b. Performance Benchmarks. The Parties will mutually determine performance benchmarks for the Management Services. The benchmarks will be reviewed and revised as appropriate by the Parties once every six months during the Term. If a performance benchmark is not met, the Parties will develop an action plan to meet the benchmark.

c. Compliance with Laws. CareOregon shall at all times during the Term, comply with all laws, rules, regulations, reporting requirements, policies and procedures of and/or pertaining to the Medicare and Medicaid programs ("Laws"), and promulgated by CMS, the Oregon Health Authority, Division of Medical Assistance Programs, and Addictions and Mental Health Division, as such Laws apply to the performance of the Management Services.

d. Compliance with CCO Contract. CareOregon shall ensure that the Management Services provided hereunder shall be performed in a manner that is consistent with the obligations of CCO under the CCO Contract, as such obligations may apply to the Management Services. Pursuant to Section 20 of Exhibit D to the CCO Contract, CareOregon shall ensure that OHA shall receive the benefit of CareOregon's performance hereunder as if CareOregon were CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of Exhibit D to the CCO Contract. CareOregon shall comply with the provisions of Exhibit B to the CCO Contract to the extent applicable to its performance hereunder. Further, to the extent the CCO Contract contains provisions regarding Subcontractors, and those provision require this Agreement to incorporate specific provisions of the CCO Contract, such provisions are hereby incorporated herein. To the extent the CCO Contract requires CCO to cause its Subcontractors to comply with certain provisions of the CCO Contract, CareOregon shall comply with applicable provisions of the CCO Contract as a Subcontractor.

e. Access and Maintenance of Records. CareOregon shall maintain all financial records related to the performance of the Management Services in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, CareOregon shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writing, whether in paper, electronic or other form, that are pertinent to the CCO Contract ("**Records**") and the performance of the Management Services in such manner to clearly document CareOregon's performance of its obligations set forth in this Agreement. To the extent required by the CCO Contract or applicable law, CareOregon shall provide timely and reasonable access to Records to: (i) the Oregon Health Authority; (ii) the Oregon Secretary of State's Office; (iii) CMS; (iv) the Comptroller General of the United States; (v) the Oregon Department of Justice Medicaid Fraud Control Unit; and (vi) all of their duly authorized representatives, to perform examinations and audits, make excerpts and

transcripts, and evaluate the quality, appropriateness and timeliness of services performed pursuant to this Agreement. CareOregon shall retain and keep accessible all Records for the longer of (a) six years following final payment and termination of the CCO Contract; (b) the period as may be required by applicable law, including records retention schedules set forth in Oregon Administrative Rules Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the CCO Contract. The rights of access in this Section 5 are not limited to the required retention period, but shall last as long as the Records are retained. The obligations set forth in this Section 5 shall survive the expiration or termination of this Agreement. CareOregon shall notify CCO of any request by any governmental agency for Records pertaining to this Agreement or the Management Services.

6. Compensation.

a. Payment. CCO shall compensate CareOregon for the provision of the Management Services by paying the Fee below on a monthly basis. The Fee shall be paid within thirty (30) days of receipt of the invoice.

b. Amounts. The Fee shall consist of the following amounts:

1. Leased Employees. The direct costs incurred by CareOregon to employ the Staff (including without limitation salary or wages, employment taxes, fringe benefits, retirement plan contributions (401(k)) and normal costs directly related to his/her employment, including travel for CCO activities (collectively, the "**Personnel Costs**").

2. Consultation, Other Direct Costs and Overhead Costs. A flat monthly fee of \$74,912 for the other direct costs incurred by CareOregon in performing the Management Services, including without limitation services provided by external consultants (actuaries, auditors, investment advisors, etc) and general overhead costs ("**Consultation, Other Director Costs and Overhead Costs**").

For Management Services provided hereunder after the initial twelve months of this Agreement, CCO and CareOregon shall negotiate in good faith an amendment to this Agreement to provide for a monthly payment amount for each category of service consistent with CareOregon's budgeted costs of providing the services and in accordance with a mutually agreeable written amendment to this Agreement entered into by the Parties. In the absence of such an amendment, the Fee provided in Section 6(b) above shall remain in effect.

3. Credit for Facility Costs. A monthly credit for the office space occupied by CareOregon employees has been included in the development of the flat monthly fee for Consultation, Other Direct Costs and Overhead Costs.

c. Invoice. CareOregon shall deliver an invoice for Personnel Costs and Direct Costs (together the "**Fee**") to CCO monthly on or before the 15th of

each month for the prior month's Management Services.

7. Indemnification. Each of the Parties agrees to be liable for its own conduct and to indemnify the other Party against any and all losses therefore. In the event that loss or damage results from the conduct of more than one Party, each Party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Oregon. This Section shall survive termination of this Agreement.

8. Insurance. CareOregon shall maintain policies of the following forms of insurance in commercially reasonable amounts: workers' compensation; errors and omissions (including coverage for data/privacy breaches, IT network security, media and electronic content, intellectual property infringement); professional liability; employment practices; directors and officers; fiduciary; and crimes. If requested to do so by CCO, CareOregon shall provide certificates and policies evidencing coverage. All insurance shall be maintained without interruption to cover acts and omissions that may occur at any time during the Term. This Section shall survive termination of this Agreement.

9. Status of Parties. Nothing contained herein shall be construed to imply a partnership or joint venture between CCO and CareOregon, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other unless expressly provided for hereunder.

10. Term and Termination.

a. Term. This Agreement shall be effective as of the Effective Date, unless earlier terminated as provided herein, or unless extended by mutual written agreement (the "*Term*").

b. Termination. This Agreement may be terminated as follows:

1. Without Cause. Either party may terminate this Agreement without cause upon written notice to the other party at least one hundred eighty (180) days prior to termination.

2. With Cause. Either party may terminate this Agreement upon written notice to the other party upon the material breach by the other party of any provision of this Agreement and if such breach continues for a period beyond thirty (30) days after delivery of written notice specifying such breach. In addition (as required by Exhibit B, Part 4, Section 10 (a)(7) of the CCO Contract), this Agreement may be terminated by CCO due to the inadequacy of CareOregon's performance to meet the requirements of this Agreement. Termination pursuant to this section shall not preclude the party initiating the termination from seeking other remedies available at law or in equity as a result of the other party's breach of this Agreement.

3. Immediate Termination. This Agreement may be terminated immediately by either party upon written notice to other party, as follows:

(i) If the other party engages in any act that would subject either party to criminal liability in the reasonable opinion of a party.

(ii) Upon dissolution of either party.

(iii) Upon or following: (i) the insolvency of a party; (ii) the filing of a voluntary or involuntary petition by or on behalf of a party under federal bankruptcy law; (iii) upon a party entering into an agreement with creditors for the liquidation of its assets; or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of a party.

(iv) Upon the cancellation, termination or expiration of the CCO Contract.

(v) In addition to the foregoing, CCO only may immediately terminate this Agreement in the event that CareOregon or a member of the Staff is debarred, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program, including the Medicare or Medicaid. The right of termination pursuant to this Section 10(b)(3)(v) may only be exercised after written demand by CCO to take immediate action to terminate the excluded individual or entity and CareOregon's refusal or failure to do so within ten (10) days.

4. Mutual Agreement. By the mutual written agreement of the parties, on such terms as are set forth therein.

c. Consequences of Termination. Upon the termination or expiration of this Agreement, the rights and obligations of the parties under this Agreement shall terminate, except (i) for liabilities or obligations of each party which are accrued as of the date of termination; (ii) for all obligations of CCO to pay CareOregon the Fee for Management Services rendered prior to termination of this Agreement; (iii) obligations that survive termination of this Agreement; and (iv) as otherwise expressly agreed by the Parties to the contrary. In the event of termination or expiration of this Agreement, CareOregon shall cooperate with and shall not interfere in the transfer of responsibilities of CareOregon to CCO or a successor entity designated by CCO.

11. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this

Agreement shall be given in writing and shall be deemed given upon delivery by hand or sent by facsimile transmission, or upon deposit in the United States mail, certified, return receipt requested, postage prepaid, to the parties at the following addresses:

If to CCO:

315 S.W. Fifth Ave.,
Portland, OR 97204
Attention: Manager

If to CareOregon:

CareOregon, Inc.
315 S.W. Fifth Ave.
Portland, OR 97204
Attention: CEO

Any party may change its address for notice purposes by giving written notice of the change in accordance with this Section.

b. Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. All waivers shall be in writing to be effective.

c. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

d. Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties and shall inure to the benefit of, and be binding upon the parties, their respective successors, heirs, legal representatives or personal representatives. No amendment or modification to the terms of this Agreement is invalid unless made in writing and signed by each of the parties hereto.

e. Assignment. Except for an assignment or delegation by CareOregon to an affiliate of CareOregon, neither party may assign its interest in this Agreement or delegate its duties without the prior written consent of the other party, which consent shall not be unreasonably withheld.

f. Severability. If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

g. Captions. Captions contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend the scope or intent of this agreement or any provision hereof.

h. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended, nor shall it be construed to create rights to the benefit of third parties.

i. Counterparts. This document may be executed in two or more counterparts, each part taken together constituting the whole.

The parties hereto have caused this Agreement to be duly executed by their duly authorized officers as the date first above written.

JACKSON COUNTY CCO, LLC

DocuSigned by:
Jennifer Lind
9E9E0B3748FB44A...
Signature

3/2/2021
Date

CAREOREGON, INC.

DocuSigned by:
Erin Fair Taylor
656B1B022DFD400...
Signature

3/2/2021
Date

EXHIBIT A

GENERAL REQUIREMENTS FOR SUBCONTRACTORS PERFORMING HEALTH PLAN SERVICES UNDER THE CCO CONTRACT

CCO is a party to a standard agreement with the Oregon Health Authority (“OHA”) titled, “Oregon Health Plan, Health Plan Services Contract” and “Cover All Kids Health Plan Services Contract” intentionally referred to in the singular in this Exhibit as the “CCO Contract”. The CCO Contract applies to CareOregon (“Subcontractor”) as subcontractor of CCO, and agrees to provide its services pursuant to the CCO Contract.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by Subcontractor under this Exhibit for Delegated CCO Health Plan Services (“Exhibit”). Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference.

- 1. Interpretation and Administration of Exhibit.** The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the Health Plan Services Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) which is the standard agreement(s) used by the Oregon Health Authority (“OHA”) with all CCOs. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract, Section VI titled “Interpretation and Administration of Contract” which shall be incorporated herein by reference.

The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CCO to delegate duties and obligations to Subcontractor related to providing services that are Covered Services, as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor’s mission and objectives.

- 2. Performance of Exhibit.** Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures adopted by CCO. If Subcontractor fails to comply with any provisions of this Exhibit or with CCO policies and procedures, CCO may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article V of the Agreement.
- 3. Definitions**

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.
- 4. Statements of Work.** Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this agreement.

- a. Payment Contingent on CCO Receiving Payment.** Under Exhibit B, Part 4, Section 12(d), Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

5. Key Deliverables

- a. Reporting Requirements.** Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CCO will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CCO in order for it to carry out its oversight and monitoring duties.

b. Financial Reporting Requirements.

- i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CCO, unless CCO policies and procedures or written reporting instructions allow otherwise.
- ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CCO through proof of financial responsibility that it is able to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.
- iii. Subcontractor shall cooperate with CCO to submit any information required for CCO to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

- c. BAA required for Delegated Health Plan Services.** The services provided under this Exhibit are being delivered on behalf of CCO because Subcontractor is performing on contractual obligations for health plan services. As a result, under this Exhibit Subcontractor is acting as the Business Associate of CCO and a Business Associate Agreement is required to be executed between the parties.

- d. Additional Actions Required Following Notice of Termination.** After providing notice of termination to CCO under Article V, Subcontractor shall:

- i. Submit to CCO a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CCO. Subcontractor shall make revisions to the plan as requested by CCO. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CCO may result in CCO extending the termination date by the amount of time necessary in order for CCO to

provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and an other Members requiring high level coordination.

- ii. Submit reports to CCO every thirty (30) calendar days five (5) days prior to the OHA reporting deadline, or as otherwise agreed upon in the Transition Plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CCO describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.
 - iii. Maintain adequate staffing to perform all functions specified in this Exhibit during any transition of care.
 - iv. Cooperate with CCO to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CCO. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.
- e. Continuity of Care.** The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. Subcontractor shall ensure:
- i. Continuation of services to members for any period and Covered Service for which CCO has actually paid Compensation to Subcontractor;
 - ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;
 - iii. Timely submission of information, reports and records, including encounter data, required to be provided to CCO and OHA relating to services provided.
 - iv. If Subcontractor continues to provide services to a member after the Term, CCO shall have no responsibility to pay for such services pursuant to this Exhibit.
- f. External Quality Review.** Subcontractor shall cooperate with CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.
- g. Monitoring and Delegation Oversight.** As a subcontractor of the CCO under common control and ownership with the CCO, Subcontractor is exempt from the standard OHA regulations for delegated Subcontractors, including an annual report because CCO and Subcontractor are in the same corporate family.
- h. Program Integrity.**

Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.

d. Governing Law, Consent to Jurisdiction (CCO Contract, Exhibit D, Section 1)

This Exhibit shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of

communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.

- iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.

f. Independent Contractor (CCO Contract, Exhibit D, Section 3)

- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.
- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Subcontractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)

- i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants that:
 - 1. Subcontractor has the power and authority to enter into and perform this Exhibit;
 - 2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
 - 3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and

diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession;

4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.

ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract, Exhibit D, Section 15)

i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Participating Provider and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

1. The right to audit under this section exists for ten (10) years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.

- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten (10) years or:
 - 1. The retention period specified in the CCO Contract for certain kinds of records;
 - 2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
 - 3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.
- iii. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)

If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System to which security and requirements apply, and CCO grants Subcontractor access to such CCO assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)

- i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CCO. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CCO may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CCO of any assignment or transfer of interest shall be deemed to create any obligation of CCO in addition to those set forth in the Contract.
- ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

k. Subcontracts (CCO Contract, Exhibit D, Section 20)

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of the CCO Contract, and any other information OHA or CCO may request from time to time, Subcontractor shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of Exhibit D of the CCO Contract. OHA and/or CCO’s consent to any downstream Subcontract shall not relieve Subcontractor of any of its duties or obligations under this Exhibit.

I. Survival (CCO Contract, Exhibit D, Section 25)

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the following Sections or provisions set for the below in this section. Without limiting the foregoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CCO's right to enforce the CCO Contract and/or this Exhibit with respect to any default by Subcontractor that has not been cured.

- i. CCO Contract Exhibit A, Definitions
- ii. CCO Contract General Provisions: Sections V and VI
- iii. CCO Contract Exhibit B, Part 10: Section 3
- iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
- v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Subcontractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of this Exhibit D.
- vi. Special Terms and Conditions:

In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

1. Claims Data

- a. The submission of all Encounter Data for services rendered to Subcontractor's Members during contracted period;
- b. Certification that Subcontractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of the Subcontractor's authorized representative, subject to False Claims Act liability;
- c. Adjustments to encounter claims in the event Subcontractor receives payment from a Member's Third Party Liability or Third Party recovery; and
- d. Adjustments to encounter claims in the event Subcontractor recovers any Provider Overpayment from a Provider.

2. Financial Reporting

- a. Quarterly financial statements as defined in Exhibit L;
- b. Audited annual financial statements as defined in Exhibit L;
- c. Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Subcontractors or its downstream Subcontractors;
- d. Submission of any and all financial information related to the calculation of Subcontractor's MMLR; and

- e. Data related to the calculation of quality and performance metrics.
- 3. Operations
 - a. Point of contact for operations while transitioning;
 - b. Claims processing;
 - c. Provider and Member Grievances and Appeals; and
 - d. Implementation of and any necessary modifications to the Transition Plan.
- 4. Corporate Governance
 - a. Oversight by Governing Board and Community Advisory Council;
 - b. Not initiating voluntary bankruptcy, liquidation, or dissolution;
 - c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and
 - d. Responding to subpoenas, investigations, and governmental inquiries.
- 5. Financial Obligations

The following requirements survive Exhibit expiration or termination indefinitely:

- a. Reconciliation of Risk Corridor Payments;
 - b. Reconciliation and right of setoffs;
 - c. Recoupment of MMLR Rebates;
 - d. Reconciliation of prescription drug rebates;
 - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
 - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.
- 6. Sanctions and Liquidated Damages
 - a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.
 - b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

m. Equal Access (CCO Contract, Exhibit D, Section 31)

Subcontractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

n. Media Disclosure (CCO Contract, Exhibit D, Section 32)

Subcontractor shall not provide information to the media regarding a recipient of

services under this Exhibit without first consulting with and receiving approval from the CCO and OHA.

o. Mandatory Reporting of Abuse (CCO Contract, Exhibit D, Section 33)

- i. Subcontractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
 1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
 2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
 3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
 4. ORS 441.650 to 441.680 (residents of long term care facilities).

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

Jackson County CCO, LLC
315 SW Fifth Avenue
Portland, Oregon 97204

THE COMPANIES

CareOregon, Inc.
315 SW Fifth Avenue
Portland, Oregon 97204

BUSINESS ASSOCIATE

This Business Associate Agreement (“BAA”) is between the Companies and Business Associate.

Business Associate and the Companies have entered into a Consulting Services Agreement dated October 27, 2020 (“Agreement”) and this BAA is incorporated by reference in the Agreement. The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Companies (or another business associate of the Companies) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Companies and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Companies and Business Associate is subject to provisions of the HIPAA Rules. The Companies and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

- (a) “Agent” means an agent as used and defined under the HIPAA Rules and federal common law.
- (b) “Breach” has the same meaning as in 45.C.F.R. § 164.402.
- (c) “Designated Record Set” has the same meaning as in 45 C.F.R. 164.501.
- (d) “Discovery” means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.

- (e) “Effective Date” means the date first written above.
- (f) “Electronic Media” means the same as in 45 C.F.R. § 160.103.
- (g) “Electronic Protected Health Information” or “EPHI” means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Companies.
- (h) “Electronic Transactions Rules” means 45 CFR Part 162.
- (i) “Fundraising” means raising funds for the Business Associate’s own benefit as governed by 45 CFR § 164.514.
- (j) “HIPAA Rules” means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
- (k) “Individual” means a person to which specific PHI applies.
- (l) “Marketing” means the same as in 45 CFR § 164.501.
- (m) “PHI” or “Protected Health Information” means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Companies.
- (n) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- (o) “Required by Law” means the same as in 45 C.F.R. § 164.103.
- (p) “Secretary” means the Secretary of the United States Department of Health and Human Services or the Secretary’s designee.
- (q) “Security Incident” means the same as in 45 CFR § 164.304.
- (r) “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
- (s) “Subcontractor” means the same as in 45 C.F.R. § 160.103.
- (t) “Unsecured PHI” means the same as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Companies any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Companies any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Companies has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Companies, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Companies to PHI in a Designated Record Set, to the Companies or, as directed by the Companies, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Companies request an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Companies unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Companies, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Companies to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Companies pursuant to 45 CFR § 164.526, at the request of the Companies or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Companies available to the Companies or, at the request of the Companies, to the Secretary or other regulatory official as directed by the Companies, in a time and manner requested by the Companies or such official for the purpose of determining the Companies' or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Companies as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Companies, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Companies will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Companies of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Companies of a Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate and the following shall apply:

(1) Notice to the Companies shall include, to the extent possible: (i) the names of the Individual(s) affected by 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 PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Companies reasonably requests.

(2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Companies may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Companies' behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Companies from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Companies), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Companies' actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Companies on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Companies, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Companies under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Companies' own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Companies.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

(1) The disclosure is required by Law; or

(2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

4. Obligations of the Companies

(a) The Companies shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Companies shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Companies shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Companies have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Companies, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Companies obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Companies shall take one of the following actions:

(1) If the Companies determine that the breach or violation is curable, the Companies shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Companies, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Companies, the Companies may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Companies under the Agreement until such breach or violation is cured.

(2) If the Companies determine that the breach or violation is not curable, The Companies immediately terminate this BAA and the Agreement.

(3) If the Companies determine that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Companies may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Companies shall determine.

(4) In addition to the forgoing, the Companies may immediately terminate this BAA and the Agreement if the Companies determine that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

(1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Companies notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

6. Indemnification

Business Associate agrees to indemnify and hold harmless the Companies from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

7. Miscellaneous

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Companies to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Companies to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this BAA 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 and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will 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 on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

**FIRST AMENDMENT
TO THE MANAGEMENT SERVICES AGREEMENT**

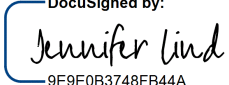
THIS FIRST AMENDMENT (“Amendment”) effective this first day of January 2022 is entered by and between Jackson County CCO, LLC (hereinafter “CCO”) acting by and through its agreement with the Oregon Health Authority (“OHA”) to operate as a Coordinated Care Organization, and CareOregon, Inc. an Oregon public benefit corporation (hereinafter “CareOregon”).

WHEREAS, the parties now desire to amend the Management Services Agreement dated March 1, 2021 (“Agreement”) as follows:

1. In Section 6.b.2 of the Agreement, the flat monthly fee of \$74,912 shall be deleted and replaced with \$83,696.

It is the intention of the parties to have all terms and conditions in the Agreement that are not modified through this Amendment to remain in full force and effect.

The Parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the date set forth above.

JACKSON COUNTY CCO, LLC
DocuSigned by:

BY: _____
9E9E0B3748FB44A
Jennifer Lind, CEO

CAREOREGON, INC.
DocuSigned by:

BY: _____
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Teresa Learn, CFO