Exhibit C

Current Agreements or Term Sheets for the Proposed Transaction

CLINICAL INTEGRATION NETWORK

HOSPITAL PARTICIPATION AGREEMENT

This Clinical Integration Network Participation Agreement (this "Agreement") is made by and between CASCADES RURAL HIGH VALUE NETWORK, INC., an Oregon nonprofit corporation ("CIN") and the undersigned hospital entity ("Hospital"). This Agreement will be effective as of the date specified on the signature page ("Effective Date"). CIN and Hospital may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, CIN is a clinically integrated network that, in collaboration with its hospital provider members and their directly employed affiliated practitioners or wholly-owned and/or wholly-controlled affiliated entity employed practitioners for which Hospital has executed an Affiliated Practitioner Addendum ("Affiliated Practitioners") (Hospital and its Affiliated Practitioners, collectively, the "System"), is engaged in the development and implementation of an active and ongoing program to evaluate and modify practice patterns by CIN's participating providers and affiliated physicians, and to create a high degree of interdependence and cooperation among the participating providers to control costs and ensure quality, and which shall include, without limitation, the following value-based purposes ("VBE Purposes"):

1. Coordinating and managing the care of patient populations;
2. Improving the quality of care for patient populations;
3. Reducing costs to purchasers of health care services (including, but not limited to employers, trusts, insurance companies, health maintenance organizations, and preferred provider organizations, all hereinafter referred to as "Purchasers"), without reducing quality of care;
4. Selectively choosing network physicians and other providers who are likely to further these objectives; and
5. The significant investment of capital, both monetary and human, in the necessary infrastructure and capability to realize the claimed efficiencies (the "Clinical Integration Program" or "CI Program");

WHEREAS, pursuant to such Clinical Integration Program and in furtherance of the VBE Purposes, CIN will coordinate, on a non-exclusive basis, contracts on behalf of its participating providers with Purchasers, for value-based programs that will include earning bonuses, payments based on performance and quality metrics, shared savings, risk pool payments and other incentives based on results achieved through such Clinical Integration Program; and

WHEREAS, Hospital itself, and on behalf of the Affiliated Practitioners, desires to participate in both CIN's Clinical Integration Program and its value-based contracting activities with Purchasers.

NOW, THEREFORE, for such additional real and valuable consideration, the sufficiency of which the Parties hereby acknowledge, CIN and Hospital agree as follows:

1. Transparency. CIN shall make available for review by Hospital all written policies, procedures, standards, criteria, and requirements developed by CIN, and as modified from time to time by the CIN (collectively, the "CIN Policies"), including, but not limited to, those regarding:

a. Hospital and other provider participation criteria;
b. Clinical Integration Program initiatives;
c. Performance evaluation, improvement and remediation standards and procedures for all participating providers; and
d. Purchaser data.

Access to and sharing of confidential information among System participating providers shall be consistent with the terms of this Agreement and with antitrust compliance guidelines reviewed by antitrust counsel and adopted by CIN.

2. The Clinical Integration Program. Hospital shall actively and meaningfully participate in CIN's initiatives, efforts and requirements related to the design, development, implementation, and operation of CIN's Clinical Integration Program, including:

a. When requested by CIN, active participation in and cooperation with any and all efforts of CIN to design, develop, and implement this Clinical Integration Program;

b. Compliance with all CIN Policies and participation in CIN initiatives that are necessary for the design, development, implementation, and operation of the Clinical Integration Program, including:

i. Participating in CIN initiatives designed to improve the quality and efficiency of the health care services furnished by Hospital and other System participating providers, including without limitation striving to perform in accordance with CIN's quality metrics and applying evidence-based medicine;

ii. Participating in CIN initiatives designed to promote a high degree of interdependence and cooperation among System participating providers, including without limitation implementing CIN's clinical protocols and pathways, and care management systems and processes;

iii. Credentialing and recredentialing according to the criteria and standards as described in Exhibit A (Hospital Participation Criteria), as it may be updated from time to time by CIN, and under written procedures adopted by the CIN and furnished to participating providers;

iv. Supporting comprehensive clinical care by participating in an integrated information technology platform in accordance with information technology criteria and standards as may be updated from time to time by CIN, including utilization of practice management software, acquisition of hardware, software and licenses as needed to interface with CIN's system and participating in training programs for Hospital staff. Hospital will provide the CIN with information regarding its information technology systems as necessary to carry out CIN's functions under this Agreement;

v. Sharing on a timely basis with CIN data and information that is contained in Hospital's medical records, billing, claims, practice management, or other systems, electronic or otherwise, to the extent relevant in connection with the CI Program, consistent with the purposes contemplated by this Agreement and the CI Program, and limited to information consistent with

the antitrust and other compliance policies of the CIN and with applicable state and federal law. Hospital shall be responsible for obtaining and documenting compliance with applicable law any required authorization of patients, their legal representatives or others for release of such information to CIN. All such data and information relating to Hospital and other System participating providers will be used only for the implementation and operation of the CI Program, including credentialing and recredentialing of System participating providers, performance evaluation and improvement of System participating providers, CIN quality improvement and related programs, CIN care management and care coordination programs, CIN population health programs, payor contracting (to the extent consistent with antitrust laws and CIN compliance policies), and performance of CIN under Purchaser Contracts. All such data and information shall be shared and used in a manner consistent with applicable law, CIN compliance policies and this Agreement; furnished in the format requested by CIN from time to time; and maintained consistent with the provisions of this Agreement governing "Confidential Information";

vi. Participating in reviews of Hospital's performance under CIN quality metrics and other performance standards, and submitting to various remediation activities by CIN with respect to performance patterns and compliance with CIN standards, up to and including removal from CIN's Clinical Integration Program. CIN will adopt and furnish to Hospital a plan and procedures for monitoring participating hospital performance, including providing performance reports; providing support, counsel, and opportunity for improvement in the event benchmarks and performance standards of the CI Program are not met; procedures for formulating corrective action plans (including input by Hospital management) to address deficiencies in performance; and applying remedial action and sanctions in the event performance fails to improve after counseling and corrective action. Such performance monitoring and improvement plan and program will be conducted in accordance with criteria and procedures developed and approved by CIN from time to time, including review by CIN's Chief Medical Officer and the CIN committee charged with oversight of CI Program quality initiatives, participating hospital representatives, and review and approval by the CIN Board of Managers;

vii. Maintaining professional liability and other insurance policies, with such limits as reasonably required by CIN;

viii. Designating a representative or representatives to serve, if elected in accordance with CIN's governance documents, as a member of the Board of Directors of CIN;

ix. Designating a representative or representatives to participate as active members of CIN's working committees as requested by CIN's Board of Directors or officers, including those committees charged with addressing CIN's quality standards, clinical practice guidelines and protocols, care coordination, credentialing, financial matters, technology, contracting matters, governance and compliance;

x. Designating a representative or representatives to attend periodic meetings

of System participating providers to conduct CIN business;

xi. Participating in CIN registries; and

xii. Furnishing other services and participating in other CIN activities and initiatives as reasonably requested from time to time by the CIN Board of Directors, a CIN committee, the Executive Director or Medical Director, or other CIN officer.

c. Execution of the Business Associate Agreement set out in Exhibit B to this Agreement;

d. Payment of an annual participation fee or periodic dues to CIN in the amount that may be set by CIN from time to time upon no less than ninety (90) days prior written notice to System participating providers;

e. During the Term, CIN shall have the right to utilize the name of Hospital and Hospital's trademarks, logos and symbols identifying Hospital in connection with, consistent with and in furtherance of the CI Program;

f. During the Term, Hospital may utilize the CIN's name and logos in connection with identifying that Hospital is a participant in the CIN Program, provided that manner of use of the CIN's name and logos shall be subject to the CIN's prior review and approval; and

g. In the event that a CIN Purchaser Contract (as defined in Section 3 of this Agreement) mandates that insureds are exclusively treated by CIN participating hospitals, physicians and other providers who are participating in the CI Program, CIN and Hospital will work collaboratively to transition patients as needed to another System participating provider in a safe, orderly manner. All such referrals and transitions shall be consistent with medical necessity, patient preference, and applicable law (including, without limitation 42 C.F.R. § 411.354(d)(4) (related to directed referrals)) for the sole purposes of assuring compliance with health plan coverage standards, and promoting the maintenance of coordinated health information and the utilization of appropriate guidelines, benchmarks and protocols to maximize expected benefits to patients from proper transitioning of care and overall care coordination for the patient. Nothing in this Agreement shall be construed to require that Hospital or any other System participating provider refer to another System participating provider if the patient expresses a preference for a different provider, practitioner or supplier; if the patient's insurer determines another provider, practitioner or supplier; or if the referral is not in the patient's best medical interests, in the judgment of the Hospital or other System participating provider for the patient. Nothing in this Agreement is intended to prevent System participating providers from making medical care decisions that are in the best interests of patients, including decisions made for the convenience of such patients. Nothing in this provision shall be construed to apply to any services or patients outside this Agreement. Distributions made by CIN to its participating providers in connection with value-based, quality and other performance-based payments, shared savings and other incentive payments received under Purchaser Contracts will not be conditioned upon or take into account the volume or value of Hospital or another participating provider's referrals to any other System participating provider.

3. Contracting. In accordance with all CIN Policies and any applicable regulatory requirements, Hospital and its Affiliated Practitioners shall participate in CIN's contracting activities with Purchasers subject to and as part of CIN's Clinical Integration Program, as follows:

a. Hospital shall designate CIN to act as its agent in negotiations with Purchasers for Purchaser Contracts that provide bonuses, performance-based payments, shared savings, risk pools or other incentive payments to CIN and its participating providers for meeting quality and other performance benchmarks in connection with the delivery of medical services to enrollees who are beneficiaries under the health benefits plans of such Purchasers ("Value-Based Purchaser Contracts"). Hospital acknowledges that Purchasers may establish their own requirements and criteria for participation in Purchaser Contracts, and Hospital, on behalf of the Affiliated Practitioners, and agrees to participate in all such Value-Based Purchaser Contracts negotiated by CIN, including compliance with any and all payment criteria, credentialing standards, quality and service standards, policies, procedures, rules, and regulations under such Purchaser Contracts. Hospital acknowledges that such Value-Based Purchaser Contracts may require Hospital to maintain a participation agreement directly with the Purchaser (which agreement is not negotiated or maintained through the CIN) as a condition of participation in the network plan offering bonuses, performance-based payments, shared savings, or other incentive payments to CIN and its participating providers. Hospital further acknowledges that participation in a Value-Based Purchaser Contract may disqualify the Affiliated Practitioners from other payments, programs or networks offered by Purchasers.

b. At such time as CIN determines its CI Program has been implemented and meets applicable legal standards and Hospital and other CIN providers are clinically integrated under that CI Program, Hospital shall designate CIN to act as its agent in negotiations with Purchasers that obligate Hospital to deliver medical services to individuals who are beneficiaries under the health benefits plans of such Purchasers ("Clinically Integrated Purchaser Contracts"). Such Clinically Integrated Purchaser Contracts may include contracts with Purchasers that incorporate fee-for-service arrangements, bundled payment arrangements for defined services, risk pools and risk-sharing (e.g., capitation arrangements and shared savings/shared loss arrangements). Subject to the provisions of Section 4 of this Agreement, Hospital agrees to participate in all such Clinically Integrated Purchaser Contracts, including compliance with any and all payment criteria, credentialing standards, quality and service standards, policies, procedures, rules, and regulations under such Purchaser Contracts. The Parties acknowledge that the reimbursement structures and rates which CIN contracts for the services provided by Hospital under the Clinically Integrated Purchaser Contracts shall be determined by the Board of Directors of the CIN and shall be in accordance with the Clinically Integrated Purchaser Contracts. The Board of Directors of the System shall have the authority to determine the methodology (capitation, discounted fee-for-services, global fees, or other methodology), the levels of such reimbursement rates, and the manner of compensating Hospital for the services it provides including, without limitation, the establishment of Purchaser or CIN administered incentive withhold systems or other mechanisms that create incentives for the CIN and Hospital to achieve applicable standards. Unless otherwise agreed, reimbursement rates for services provided by Hospital under fee-for-service or economically equivalent reimbursement methodologies shall not be lower than 1% less in the aggregate than the amounts stated in Exhibit C. Compliance with this Section 3.b will be

determined with reference to various categories of procedures and shall not be applied to amounts specified on Exhibit C as minimum amounts for specific codes, services or procedures. Hospital understands and agrees that CIN will have broad authority to enter into Clinically Integrated Purchaser Contracts for the services of Hospital, provided that rates under the Clinically Integrated Purchaser Contracts do not require Hospital to accept reimbursement that is significantly lower than described above.

c. As soon as reasonably practicable after conclusion of negotiating contract terms with a Purchaser, CIN shall furnish Hospital with a summary of relevant terms of the Value-Based Purchaser Contract Terms and Clinically Integrated Purchaser Contracts (collectively, "Purchaser Contracts"), including covered services, payment terms, credentialing standards, quality and service standards, policies, procedures, rules, and regulations under such Purchaser Contracts ("Purchaser Contract Terms"). Subject to the provisions of Section 4 of this Agreement, Hospital agrees to participate in all such Purchaser Contracts, including compliance with all Purchaser Contract Terms. Hospital shall review and execute any document reasonably required by any Purchaser Agreement within twenty (20) business days after request from the CIN. Hospital acknowledges and agrees that CIN may engage third-parties or outside consultants to assist, or act as a CIN agent, in negotiating Purchaser Contracts, all of which shall be consistent with the terms of this Agreement.

4. Non-exclusivity; Affiliation Agreements; Medicare Shared Savings Program.

a. This Agreement and the authority granted to CIN to contract with Purchasers on behalf of participating providers including, without limitation, the Affiliated Practitioners, are non-exclusive except as provided herein. The Affiliated Practitioners may continue to provide professional medical services to their own patients or to patients of other physicians or medical groups, provided such activities do not hinder, impair, or conflict with the ability to perform the duties and obligations under this Agreement. If the Affiliated Practitioners enter into (or have already entered into) an agreement with a Purchaser with which the CIN subsequently enters into a Purchaser Contract, the Affiliated Practitioners shall terminate their agreement with such Purchaser pursuant to the terms of such agreement. The Affiliated Practitioners shall not directly or indirectly through another entity agree to provide services to an individual covered by this Agreement through any agreement other than this Agreement. Purchaser Contracts entered into by the CIN with a Purchaser shall supersede all similar contracts between such Purchaser and Hospital and/or each Affiliated Practitioner. Notwithstanding anything herein to the contrary, neither Hospital nor Affiliated Practitioners shall be required to breach their existing contracts with a Purchaser in order to comply with this Section 4(a).

b. The CIN is authorized, as determined and directed by its Board of Directors, to enter into affiliation agreements and arrangements with provider organizations. The CIN may elect in the future to become an accountable care organization or to enter into an affiliation with an accountable care organization.

c. The Parties acknowledge and agree that CIN may execute an agreement to participate in the Medicare Shared Savings Program through an outside partner ("MSSP

Participation Agreement") that is a third-party accountable care organization which has contracted to participate with the Centers for Medicare & Medicaid Services ("CMS") (the "Medicare Shared Savings Agreement"). The Parties also acknowledge and agree that any distributions of shared savings made to Hospital and/or the Affiliated Practitioners in connection with Hospital's and the Affiliated Practitioners' participation in the Medicare Shared Savings Program through the MSSP Participation Agreement shall be made in accordance with Section 5 of the Agreement.

d. If CIN intends to become an accountable care organization, to affiliate with an accountable care organization, or to participate in the Medicare Shared Savings Program, and if CIN intends that this Agreement cover the services of the Hospital and its Affiliated Practitioners with respect to one or more of such activities, CIN will propose an amendment to that effect as provided in Section 11.f. The terms and conditions of this Agreement with respect to CIN's activities as an accountable care organization, an affiliate with an accountable care organization, or to participate in the Medicare Shared Savings Program shall only apply to Hospital and its Affiliated Practitioners if Hospital agrees in writing to the amendment as proposed by CIN.

5. Shared Savings/Incentive Pool; No Guarantee of Payment.

a. Under the Purchaser Contracts, CIN may earn bonuses, shared savings, quality and other performance-based payments, risk pool distributions, and other incentive payments (collectively, "distributions"). No distributions are guaranteed to CIN or to any System participating provider, including Hospital. Bonuses, shared savings, quality and other performance-based payments, risk pool distributions and other incentive payments will be calculated in accordance with the applicable Purchaser Contract.

b. If distributions are earned and paid to CIN by the Purchaser under a Purchaser Contract, then after paying its operating expenses, making provision to cover its outstanding debts as well as projected expenses of its operations and enhancement of the Clinical Integration Program, CIN may allocate and pay some portion of the distribution earned to System participating providers. CIN will make a determination at least annually whether funds are available for allocation to System participating providers; and if CIN determines to allocate and pay funds to participating providers, then such CIN distribution will be allocated among participating providers based on CIN's distribution methodology that shall consider (i) the performance of participating providers under written quality metrics and other performance standards adopted by CIN; (ii) the participating provider's demonstrated engagement with CIN's Clinical Integration Program, including compliance with the obligations of the Affiliated Practitioners set out in this Agreement, and (iii) such other factors as determined by CIN to be consistent with the Clinical Integration Program and applicable law including, without limitation, 42 C.F.R. § 411.357(aa) (applicable to value-based arrangements) and the Medicare Shared Savings Program final waivers. Hospital acknowledges and agrees that in order to be eligible to receive a distribution, Hospital must have participated in the CIN for a minimum of six (6) months. If Hospital has participated in the CIN for at least six (6) months but has not participated in the CIN for a full participation year or a Purchaser Contract for a full performance year, then CIN may determine, in its discretion, to allocate a reduced pro rata portion of the distribution to Hospital. Hospital acknowledges and agrees that CIN may allocate portions of distributions

received under Purchaser Contracts to CIN participating hospital or other participating providers that have met applicable criteria under the Clinical Integration Program.

c. Taking into account its budget and anticipated Purchaser Contracts, CIN will adopt and disseminate to participating providers a distribution plan based on the foregoing terms with respect to distributions anticipated to be earned by CIN under Purchaser Contracts. CIN may from time-to-time, upon prior written notice to Hospital, adopt amendments to the CIN distribution plan.

d. Hospital will execute such agreements, acknowledgements and certifications relating to the CIN distribution plan and funds allocated to Hospital as requested by CIN in order to qualify for receipt of any distribution or other payment from CIN.

e. Hospital's qualifications to participate in shared savings, performance payment, and other incentive payment plans or risk pools under particular Purchaser Contracts will be subject to the terms of those Purchaser Contracts. Hospital's failure to participate in a program for a full measurement period under the terms of a Purchaser's Contract may disqualify Hospital from consideration in determining shared saving, performance, incentive, risk pool or similar program payments to CIN as established under a particular Purchaser Contract. CIN may consider this factor in establishing its distribution plan for System participating providers.

f. If this Agreement is terminated by CIN for cause, Hospital will not be eligible for a distribution or prorated distribution from CIN.

g. In the event that: (i) this Agreement is terminated by Hospital, or terminated by CIN other than for cause; and (ii) Hospital participated in the CI Program for at least six (6) months prior to the termination, CIN may, in its discretion, determine that Hospital should be allocated a portion of a distribution, prorated to the last full calendar year quarter (or other applicable measurement period) of Hospital's CIN participation. CIN will not make a distribution to Hospital if it has become ineligible for participation in the CIN. Nothing in this Section requires CIN to make a distribution to Hospital if it elects to terminate this Agreement prior to CIN's annual (or other periodic) allocation of Purchaser Contract distributions to participating providers.

6. Confidentiality. The Parties acknowledge that during the term of this Agreement they will receive confidential information of the other, including confidential information of CIN, Hospital and other System participating providers. Accordingly, the Parties agree that:

a. Neither Hospital nor CIN shall disclose to any unauthorized third party, confidential and proprietary information collected or exchanged pursuant to the CI Program and this Agreement ("Confidential Information"), unless such disclosure is required by law, otherwise authorized in accordance with this Agreement, authorized in writing by the Party to whom it pertains, or made public by the Party to whom it pertains or in another authorized manner. Any disclosure on the part of Hospital to CIN pursuant to this Agreement shall not be deemed to constitute a transfer, assignment or license of the same and such information shall remain the sole and exclusive property of Hospital. This Confidential Information includes, but is not limited to:

i. Payment information, financial terms or other terms of a Purchaser Contract
ii. Clinical data and information collected by CIN from Hospital
iii. Clinical data collected by CIN from System or other System participating providers
iv. Financial data and information relating to CIN, Hospital and other participating providers
v. Credentialing information and performance evaluations and reports regarding individual System participating providers, including Hospital and its Affiliated Practitioners or other professionals
vi. Business operations, practices and procedures of CIN and its affiliates, and business operations, practice and procedures of Hospital or other System participating providers or their affiliates, including staffing, strategies and financial plans and budgets, patient and enrollee lists, contractual relationships or terms, practice management procedures, health information technology systems and/or systems or processes related to the specific operations of CIN, Hospital or other System participating providers. Nothing in this section shall be construed as preventing Hospital from disclosing the items set forth in this section relating only to Hospital.

b. Without limiting the generality of the foregoing, Hospital recognizes and acknowledges that all protocols, reports, scorecards, policies, manuals, databases, processes, procedures, computer systems, data analytics, fee schedules, budgets and financial data, Purchaser Contracts, participating provider agreements, participating provider credentialing and evaluation files, committee minutes and files, and other materials and other documents pertaining to CIN's Clinical Integration Program, CIN's implementation of Purchaser Contracts, and performance under the terms of the Purchaser Contracts, shall belong to and will remain with CIN and will constitute proprietary information and trade secrets of CIN and Confidential Information.

c. Notwithstanding the foregoing, Hospital may disclose Purchaser Contract Terms to its employees, agents, or attorneys who have a need to know and who have undertaken a similar duty of nondisclosure as set out in this Agreement.

d. Hospital shall comply with federal and state law, as well as the terms of the attached Business Associate Agreement between the Parties, applicable to the disclosure of Confidential Information.

e. Upon the termination of this Agreement for any reason, the Parties shall immediately return and/or destroy (as designated by a Party with respect to its Confidential Information) any Confidential Information exchanged between the Parties, including any originals or copies. If it is not feasible to return or destroy any such Confidential Information, then the Confidential Information will be retained with reasonable safeguards to protect its confidentiality; and this provision shall survive the expiration or termination of this Agreement. The Parties agree that failure to abide by this Section will cause irreparable injury and, therefore, agree that in the event of a breach of this Section, each Party shall be entitled to enforce these covenants in equity by way of injunction to restrain the violation, threatened violation or continued violation thereof, without the requirement to post bond, and that such application for such an injunction shall be without prejudice to any other right of action that may accrue to such Party by reason of the breach.

7. HIPAA Compliance. CIN and Hospital agree to perform their obligations under this Agreement in accordance with applicable law, including without limitation, the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (commonly referred to as the "HITECH Act") and the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d ("HIPAA") and the regulations promulgated thereunder, including, without limitation, the federal privacy regulations (45 CFR Parts 160 and 164), the federal security standards (45 CFR Part 142), and the federal standards for electronic transactions (45 CFR Parts 160 and 162). The Parties agree to the terms and conditions set forth in the Business Associate Agreement attached hereto. In order to assure that the Agreement remains consistent with HITECH and HIPAA, the Parties agree that the Business Associate Agreement may need to be amended from time to time, and the Parties further agree to accept, upon written notice, reasonable revisions required to maintain the Agreement's compliance with HITECH and HIPAA. This Section 7 shall survive expiration, termination or non-renewal of this Agreement.

8. Release of Third-Party Clinical Information. Hospital consents to and authorizes third party healthcare providers and suppliers, including without limitation, laboratory companies, hospitals, retail or specialty pharmacies, home health agencies, skilled nursing facilities, ambulatory surgery centers, clinics, providers/suppliers of therapy or rehabilitation services or medical equipment suppliers, as well as health plans, health maintenance organizations, managed care organizations, or other healthcare delivery entities or systems that may have clinical information bearing on Hospital's patients, to report, release, exchange and share information and documents, including medical records ("Third Party Clinical Information"), for the period commencing twenty-four (24) months prior to the Effective Date and continuing until the date of expiration or termination of this Agreement, to and with: (i) CIN; and (ii) CIN's integrated information technology platform contractor ("IT Contractor"), to be disclosed to and used by each of them for the purposes of carrying out the responsibilities of the CIN. Clinical Information shall not include patient health information relating to: (a) alcohol or drug abuse treatment regulated by federal law and regulations; (b) HIV; (c) genetic testing; or (d) other health information that would require special consents or authorizations of patients or others under the terms of applicable federal or state law, beyond those implied under HIPAA, for disclosure to CIN or its IT Contractor. Hospital shall be responsible for obtaining and documenting compliance with applicable law any required authorization of patients, their legal representatives or others for release of such third-party information to CIN.

9. IT System/Data Sharing/Privacy and Security Issues/Intellectual Property.

a. The Parties acknowledge that CIN has or will contract with IT Contractor to furnish the CIN's IT system for compilation and analysis of data for measuring and monitoring participating providers' quality and performance data, population health, and other activities that support clinical integration of the providers. Hospital agrees that all IT Contractor software, intellectual property and other products used to extract and transfer patient data for CIN in Section 2(b)(v) and Third-Party Clinical Information in Section 8 are the property of IT Contractor and will be returned to IT Contractor at the termination of the Agreement or such other time as agreed upon between IT Contractor and CIN. Hospital agrees that all information about such IT Contractor software, intellectual property, and other products will be held as confidential under the Agreement and as directed by IT Contractor.

b. CIN may from time to time distribute to participating providers the terms, policies and procedures relating to implementation of the CIN's IT system, including access

to and sharing of data relating to Hospital, other System participating providers, their practices and their patients, as well as privacy, security and other terms pertaining to access to, use of and disclosure of such data. Hospital will comply with such terms, policies and procedures pertaining to the CIN's IT system and data.

10. Term and Termination. This Agreement shall commence on the Effective Date stated above and shall continue for a period of two (2) years (the "Initial Term"), unless earlier terminated by either Party as provided in this Agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional terms of one (1) year each (each a "Renewal Term") unless either Party gives written notice to the other Party of intent not to renew at least one hundred eighty (180) days prior to the expiration of the then current term. The Initial Term and Renewal Terms may be collectively referred to herein as the "Term" or "term" of this Agreement. This Agreement may be terminated as follows:

a. Either Party may terminate this Agreement at any time without cause by providing the other Party with at least one hundred eighty (180) days prior written notice.

b. Either Party may terminate this Agreement for breach of any material term by providing ninety (90) days prior written notice to the other, provided that such notice will provide a description of the cause for termination, during which time the Party on whose behalf the breach is alleged shall have the opportunity to cure to the reasonable satisfaction of the non-breaching Party, in which event the Agreement will not terminate.

c. CIN may immediately terminate this Agreement at any time with respect to Hospital in the event that (i) any information contained in Hospital's System participating provider application is false; (ii) Hospital has been excluded from participation in Medicare, Medicaid or other governmental health program, or convicted or found liable under a criminal or civil law governing submission of false claims, kickbacks, or health care fraud or abuse; (iii) Hospital is in violation of relevant CIN Policies regarding credentialing or ethical practice; or (iv) any license held by Hospital is terminated or revoked.

d. In addition to the foregoing termination provisions, this Agreement may be terminated in accordance with applicable CIN Policies based on:

   i. Violations by Hospital or its Affiliated Practitioners of relevant CIN Policies regarding clinical standards;
   ii. Activities by Hospital or its Affiliated Practitioners compromising patient safety; or
   iii. Failure by Hospital to meet CIN benchmarks and performance standards for the CI Program after provision of notice and opportunity for improvement as set out in Section 2(b)(vi) of this Agreement.

11. General Provisions.

a. **Independent Contractors**. CIN and Hospital are separate and independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent except as otherwise provided in this Agreement or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the

terms and conditions of this Agreement. Neither Party shall have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner except as set forth herein.

b. **Waiver of Default**. The waiver by either Party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder. No course of dealing between the Parties, and no delay by either Party in exercising any right, power, or remedy, shall operate as a waiver or otherwise prejudice the exercise by the Party of that right, power, or remedy against that or any other Party.

c. **Entire Understanding/No Third Party Beneficiaries.** This Agreement and Exhibits which are attached hereto, and any other specifically referenced materials constitute the entire understanding between CIN and Hospital with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies hereunder, except that the CIN's parent entity is specifically intended to be a third-party beneficiary of this Agreement, and therefore shall have the same rights and remedies as set forth herein as a party to this Agreement.

d. **Maintenance of Records after Termination**. Both Hospital and CIN shall maintain records and provide such information to the other Party and to appropriate state and federal authorities as may be necessary for compliance by CIN or any Purchaser organization with which CIN contracts and/or with the provisions of applicable laws. This obligation is not terminated upon a termination of this Agreement whether by rescission or otherwise.

e. **Severability**. In the event any term or provision of this Agreement is rendered invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

f. **Amendments**. This Agreement may be amended as follows:

i. This Agreement may be amended at any time by the written agreement of the Parties.

ii. This Agreement may be amended as provided in Section 4.d.

iii. CIN may amend this Agreement upon ninety (90) days written notice to Hospital. CIN-initiated amendments to this Agreement will be approved by CIN consistent with its governance documents of CIN. No later than thirty (30) days after receipt of notice of amendment by the CIN, Hospital may elect to opt out of the amendment by giving written notice to CIN. In the event Hospital elects to opt out of an amendment, CIN may terminate this Agreement effective no less than sixty (60) days after the end of the thirty-day opt-out period. Notwithstanding the foregoing, Hospital may not opt out under this Section 11(f) with respect to amendments to this Agreement that are required by a Purchaser under a Purchaser Contract with CIN, or that are required for continued compliance with federal and state laws and

regulations applicable to CIN and this Agreement.

g. **Applicable Law**. This Agreement shall be governed in all respects by the laws of the State of Oregon.

h. **Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. This Agreement shall not be assignable by Hospital without the prior written consent of CIN. CIN shall be permitted to assign this Agreement, and its rights and obligations under this Agreement, to another entity that is controlled by or under common control with CIN, without the consent of Hospital.

i. **Notice**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered, when deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, or if delivered by a nationally recognized overnight delivery service to the following addresses or to such other address, and to the attention of such other person or officer as any Party may designate in writing:

If to CIN:

Nate White

1858 Springwood Drive

Bethlehem, PA 18015

If to Hospital:

At address included on signature page.

Unless otherwise specified herein, all notices given hereunder shall be deemed to have been received by the Party to which it was addressed (a) immediately upon personal delivery, (b) three (3) business days after the date of posting of notice sent by registered or certified mail, and (c) on the date shown on the signature confirmation of a reputable overnight delivery service.

j. **No Excluded Hospital.** Hospital represents and warrants that it, its owner(s), and/or its relevant personnel are not debarred, excluded, suspended or otherwise ineligible to participate in any federal health care program, nor have any of them been convicted of a felony or any health care related crime. Hospital agrees to notify CIN immediately in writing in the event that it, its owner(s) or any of its personnel is proposed for debarment, exclusion or suspension or is debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program or is convicted of a felony or health care related crime. Hospital agrees to indemnify and hold CIN harmless against any and all losses or damages relating to any claim or demand arising from Hospital's, its owner(s)' or personnel's debarment, exclusion or suspension from participation in a federal health care program or their conviction of a felony or health care related crime.

k. **Access to Books and Records.**

i. The Parties to this Agreement acknowledge and agree that if

applicable, they will comply with Section 1861(v)(1)(I) of the Social Security Act, as amended, and written regulations promulgated thereunder. Accordingly, the Parties agree to comply, to the extent applicable, with the following statutory requirements governing the maintenance of documentation to verify the cost of any goods provided or services rendered pursuant to this Agreement: (i) until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, each Party will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the Parties that are necessary to certify the nature and extent of costs incurred for such goods or services; and (ii) if a Party carries out any of its duties under this Agreement through a sub-contract with a related organization involving a value or cost of $10,000 or more over a twelve (12) month period, such Party will cause each such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said subcontract and any books, documents, records or other data of said related organization that are necessary to certify the nature and extent of such costs.

ii. The Parties to this Agreement acknowledge and agree that to the extent required by any other Federal or state law or rule applicable to CIN, a Purchaser or a Purchaser Contract, each Party will retain records relating to this Agreement and the Purchaser Contract, and make such records available for inspection by the Purchaser or authorized Federal or state agency, for the time period required by applicable law or the Purchaser Contract, including after termination of this Agreement in accordance with Section 10.

l. **Services.** In the event that services are provided by CIN to or for the benefit of Hospital that are not already addressed in this or other agreements between the Parties, the Parties shall address the terms of such service arrangements, including payment of fair market value for such services. Such arrangements shall be made in compliance with applicable law.

m. **Communications to Enrollees; Professional Judgment.** Nothing in this Agreement shall be interpreted to interfere with the provider-patient relationship. No shared savings, performance or incentive payment or other distribution earned or distributed by CIN shall be intended or function as an incentive to withhold from any patient any health care services, drugs, or supplies which in a provider's independent professional judgment are needed to treat or address medical needs of the patient/enrollee. Hospital and other System participating providers shall be free in the exercise of independent professional judgment to discuss all aspects of health care services and available options with each enrollee.

n. **Disputes**. In the event of any dispute under this Agreement, the Parties agree that they will initially attempt to resolve their dispute informally by meeting at least once in person between senior executives of each Party. These individuals shall

meet as often as necessary during a thirty (30) day period in an attempt to resolve the dispute, and shall negotiate in good faith. All proposals and information exchanged, as well as discussions undertaken, during this informal process shall be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. In the event a good faith effort to resolve the dispute has not produced a mutually agreeable resolution during the thirty (30) day period identified herein, then either Party may elect to submit the dispute to binding arbitration under the rules of the American Arbitration Association or any other method of arbitration mutually agreed upon by the Parties. Venue for any action concerning this Agreement shall be in _____ County, Oregon. This unconditional jury waiver is a material portion of the consideration provided by Hospital to induce CIN to enter into this Agreement.

o. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Agreement which are distributed to the Parties via facsimile or other electronic means (including PDF) shall have the same effect as if distributed in original form to all Parties.

p. **Headings**. All headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall not be considered in the construction or interpretation of any provision of this Agreement.

q. **No Guarantee of Utilization / Payment of Claims.** Hospital acknowledges that CIN in no way guarantees that a particular number of plan enrollees, if any, will receive services from Hospital. Hospital further acknowledges and agrees that CIN is not a payor, third party administrator, or other fiduciary with respect to payment for health care services provided to plan enrollees by Hospital, and that CIN shall not, directly or indirectly, be responsible for payment of any such health care services. Hospital shall look solely to the applicable payor or its designees for payment for covered services provided to plan enrollees, except for any copayments, coinsurance, deductibles, and any other fees that are the Enrollee's responsibility (collectively "Enrollee Costs"). Hospital agrees to pursue collection of Enrollee Costs consistent with Hospital's past practices and that CIN is not responsible for, does not guarantee, and does not assume any liability for payment of any Hospital claims or for Enrollee Costs.

r. **Compliance**

i. Hospital shall fully cooperate with CIN's initiatives, policies, procedures, processes, and programs relating to (1) CIN's compliance program, (2) CIN's auditing and oversight of performance under this Agreement; and (3) the identification of and remediation of identified instances or patterns of errors, fraud, waste, and abuse.

ii. No specific payment will be made under this Agreement pursuant to a Purchaser Contract to Hospital or any other System participating provider, directly or indirectly, as an inducement to reduce or limit medically necessary services furnished with respect to a specific individual enrolled with a health plan.

iii. Hospital will provide the Secretary of the Department of Health and Human Services upon request with access to information regarding the Purchaser Contracts in order to permit the Secretary to determine whether the plan and the arrangement is in compliance with applicable federal law.

iv. In the event a Purchaser Contract places a physician or physician group at "substantial financial risk" (as defined in 42 C.F.R. § 422.208), the Parties will comply with the applicable federal requirements concerning physician incentive plans (as set forth in 42 C.F.R. § 422.208 and 42 C.F.R. § 422.210).

v. In the event a Purchaser Contract is with a Medicare Advantage ("MA") organization, Hospital agrees that:

(a) the Department of Health and Human Services, the Comptroller General or their designees have the right to audit, evaluate, collect, and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of CIN or Hospital related to CMS's contract with the MA organization;

(b) the Department of Health and Human Services, the Comptroller General or their designees have the right to audit, evaluate, collect, and inspect any records under Section 12(s)(v)(a) above directly from any first tier, downstream, or related entity to the MA organization;

(c) for records subject to review under Section 12(s)(v)(b) above, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated;

(d) the Department of Health and Human Services, the Comptroller General's, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later;

(e) Hospital is prohibited from holding an MA organization enrollee liable for payment of any fees that are the obligation of the MA organization;

(f) MA organization enrollees eligible for both Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts, and Hospital will accept the MA plan payment as payment in full or bill the appropriate State source;

(g) the MA organization may only delegate activities or functions to a first tier, downstream, or related entity, in a manner consistent with the requirements in 42 C.F.R. § 422.504(i)(4); and

(h) Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract are consistent and

comply with the MA organization's contractual obligations with CMS.

vi. In the event a Purchaser Contract with an MA organization delegates the selection of the providers, contractors or subcontractors to CIN, Hospital acknowledges and agrees that the MA organization retains the right to approve, suspend or terminate such arrangement.

vii. All separate arrangements between the Parties are cross-referenced in a master list of contracts that is maintained and updated centrally, maintained in a manner that preserves the historical record of contracts, and is available for review by the Secretary of Health and Human Services upon request.

viii. Neither Party gives or receives any remuneration under this Agreement in return for or to induce the provision or acceptance of business for which payment may be made in whole or in part by a Federal health care program on a fee for service or cost basis.

ix. Neither Party to this arrangement will shift the financial burden of the arrangement to the extent that increased payments are claimed from a Federal health care program. Hospital and other System participating providers receiving payment under contracts with health plans for covered items and services will not claim payment for such enrollee services in any form from a Federal health care program.

x. The Parties intend that the arrangement documented in this Agreement comply with the terms of applicable law, including without limitation the Ethics in Patient Referrals Act (also known as the Stark Law) (42 U.S.C. § 1395nn) and accompanying regulations (42 C.F.R. Part 411), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and, to the extent possible, safe harbor regulations (42 C.F.R. § 1001.952) and interpretations of the foregoing. Accordingly, if either Party determines in good faith that this Agreement fails to comply with such laws, regulations and interpretations (including any modifications thereto during the term of this Agreement), then such Party may, immediately upon written notice to the other Party specifying the grounds therefor, suspend performance of all noncomplying obligations under this Agreement. If the Parties cannot promptly agree upon the terms of a modification this Agreement to comply with applicable law, then either Party may immediately terminate this Agreement upon written notice to the other Party.

This Agreement shall not take effect until the last date when all of the following have occurred (the "Effective Date"): The form of this Agreement has been accepted and approved by the governing body of CIN, in accordance with its operating agreement and bylaws; Hospital has been accepted by CIN as a participating provider in accordance with the terms of this Agreement; and this Agreement has been signed by an authorized officer of CIN. CIN will give notice to Hospital of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date stated above.

[Signatures on following page.]

[Signature Page To Clinical Integration Network Hospital Participation Agreement]

CIN:

CASCADES RURALHIGH VALUE NETWORK, INC.

By: _____
Print Name: _____
Title: __Board Chair_____
Date: _____

HOSPITAL:

By: _____
Print Name: _____
Title: _____
Date: _____

Address for Hospital Notices:

_____
_____
_____
_____

Clinical Integration Program Policies and Procedures
Hospital Participation Criteria

I. PURPOSE: In order to ensure that the hospitals participating in the clinical integration organization of providers affiliated with Cascades Rural High Value Network, INC. ("CIN") have the qualifications to promote the quality and cost-efficiency of medical care provided to patients, are able to meet the standards established for Clinical Integration by the Federal Trade Commission and are able to facilitate administration of the Clinical Integration Program adopted by CIN, the following participation criteria have been adopted by the CIN.

II. SCOPE: CIN participating hospitals.

III. DEFINITIONS:

"Clinical Integration" shall have the meaning set forth in the 1996 Joint Statements of Antitrust Enforcement Policy in Health Care by the Federal Trade Commission and U.S. Department of Justice.

Clinical Integration Program" ("CI Program") shall mean the active and ongoing program of clinical quality, efficiency, and cost effectiveness initiatives developed, implemented, and operated by CIN on behalf of and in collaboration with CIN's participating hospital and physician providers.

IV. PROCEDURES: To become and remain a participating hospital provider in CIN, a hospital must be affiliated with CIN and continually meet the following criteria (the "Hospital Participation Criteria"):

1. Licensure as a hospital in the hospital's state of operation.

2. Certification for participation as a hospital in the Medicare and Medicaid programs.

3. Accreditation by Joint Commission or other nationally recognized hospital accreditation organization, or certification by the Oregon Department of Health and Human Services.

4. Additional Hospital Participation Criteria shall include the following:

    a. High speed internet access;
    b. Actively used email addresses for appropriate support staff;
    c. Electronic claims submission capability and cooperation with CIN in providing claims information under policies and procedures approved by the CIN;
    d. A signed and current Clinical Integration Network Participation Agreement with CIN;
    e. Participation in Clinical Integration Program training programs and CIN information system training as prescribed by CIN and its designated committees overseeing implementation of the Clinical Integration

Program;

f. Use of CPT 2 and ICD-9 coding, or its successor, on claims submitted to payors; and

g. Provision of leadership within CIN when called upon by the CIN Board of Directors or its designated committees.

5. In order to continue as a participating provider within CIN, Hospital must actively participate in the Clinical Integration Program adopted by CIN, which participation shall include performance relative to the clinical initiative benchmarks approved by the CIN Board of Directors and its designated committees, as well as continuing to meet all of the Participation Criteria described in this Policy and commitment to the Clinical Integration Program through the activities set out in the Clinical Integration Network Participation Agreement.

6. A hospital that otherwise meets the standards set forth above shall no longer qualify for participation in CIN if the hospital has been or becomes excluded from participation in Medicare, Medicaid, or any other Federal health care program.

V. RESPONSIBILITY FOR IMPLEMENTATION: CIN Board of Directors and Committee(s) designated by the Board of Directors.

EXHIBIT B
Clinical Integration Hospital Participation Agreement

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is made as of _____ (the "Effective Date"), by and between Cascades Rural High Value Network, INC.**,** the business of which is to establish and operate a clinically integrated network of providers ("Business Associate") and the undersigned entity ("Covered Entity") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties desire to enter into this Agreement in order to comply with the privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"); and the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," hereinafter such regulations and Acts collectively referred to as the "HIPAA Requirements";

WHEREAS, Covered Entity and Business Associate entered into an Agreement of even date herewith, (the "Agreement"), under which Business Associate provides services to Covered Entity ("Services");

WHEREAS, in connection with these Services, Business Associate meets the definition of a "Business Associate" as defined by 45 C.F.R. Section 160.103; and

WHEREAS, the Parties desire to enter into this Addendum in order to ensure the Covered Entity receives adequate and satisfactory assurances from Business Associate that Business Associate and its subcontractors will comply with all applicable obligations under the HIPAA Requirements;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions.

Unless otherwise provided in this Addendum, all capitalized terms in the Addendum will have the meaning set forth in the HIPAA Requirements. References to Protected Health Information (hereinafter "PHI") shall be construed to include Electronic Protected Health Information, and references to PHI shall mean only the PHI that Business Associate uses,

discloses, creates, receives, maintains and/or transmits for or on behalf of Covered Entity to perform the Services. For purposes of this Addendum, capitalized words shall have the definitions given or used by the HIPAA Requirements as of the compliance deadline established by such requirements. The Parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 C.F.R. §160.103.

B. Purposes for which PHI May Be Used by or Disclosed to Business Associate. Except as otherwise permitted by law and this Addendum, Business Associate shall only create, receive, use, disclose, maintain, and/or transmit PHI in compliance with the Agreement, this Addendum and the HIPAA Requirements, whichever is more protective of patient confidentiality and patient rights. In accordance with the foregoing, Business Associate shall use PHI (i) to perform the Services, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that such uses are permitted under federal and applicable state law. Additionally, Business Associate may use and disclose PHI for Data Aggregation purposes relating to the health care operations of the Covered Entity.

C. Obligations and Activities of Business Associate.

Business Associate agrees to:

(1) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(2) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement;

(3) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any successful security incident of which it becomes aware;

(4) Notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Addendum or for a purpose not expressly permitted by the HIPAA Rules within five (5) business days of discovery.

(5) Report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations. Business Associate will reimburse Covered Entity for any direct expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate.

(6) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the

Business Associate agree to conditions and requirements that are equal to or greater than those of the Business Associate's with respect to such information;

(7) In the event Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly take all actions necessary for Covered Entity to comply with 45 C.F.R. Sections 164.524 and 164.526. Business Associate shall provide any request it (or its Subcontractors) receives from an Individual for access or amendment under such regulations to Covered Entity within ten (10) business days of receipt. Business Associate agrees that only Covered Entity shall respond to requests received by Business Associate (or its Subcontractors) from Individuals.

(8) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(9) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(10) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(11) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

D. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(1) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

E. Term and Termination

(1) Term. The Term of this Agreement shall be effective as of the effective date of the Agreement and shall terminate on upon termination of the Agreement.

(2) Termination for Cause. Covered Entity may terminate the Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents has breached a material term of this Addendum. Covered Entity will provide Business Associate with written notice of the breach of this Agreement

and afford Business Associate the opportunity to cure the breach within 30 business days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, the Covered Entity may terminate the Agreement.

(3) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(4) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

F. Amendments. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary, in order to allow both parties to comply with the requirements of the HIPAA Rules.

G. Choice of Law. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Oregon, without regard to applicable conflict of laws principles.

Agreed to:

COVERED ENTITY	**BUSINESS ASSOCIATE**
[HOSPITAL LEGAL ENTITY]	**CASCADES RURALHIGH VALUE NETWORK**
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Name: _____ (Type or Print)	Name: _____ (Type or Print)
Title : _____	Title: Board Chair
Date:_____	Date:_____

Exhibit C

Base Fee Schedule

To Be Determined by CIN's Board of Directors