



OFFICE OF HEALTH INFORMATION TECHNOLOGY



Flat File Directory Participation Agreement

FLAT FILE DIRECTORY PARTICIPATION AGREEMENT

This Flat File Directory Participation Agreement (“Agreement”) is entered into between Participant and the State of Oregon acting by and through its Oregon Health Authority (the “OHA”).

OHA has developed a Flat File Directory containing certain elements of contact information for health care professionals and their designees to facilitate the exchange of electronic health information between Participating Entities.

Participant desires to be included in the Flat File Directory developed by OHA (hereinafter referred to as the “Flat File Directory”) in order to facilitate the exchange of electronic health information by and between health care professionals.

OHA agrees to allow Participant to be included in the Flat File Directory in accordance with the terms and conditions set forth in this Agreement and any exhibits and attachments attached hereto, all of which together constitute a single Agreement.

Accordingly, OHA and Participant agree as follows.

I. DEFINITIONS

The following terms will have the corresponding meanings when used in this Agreement. Other capitalized terms used in this Agreement are defined in the context in which they are used and have the meanings there indicated.

1. “Documentation” shall mean all materials, documentation, technical manuals, operator and user manuals, file descriptions, and other written information made generally available by OHA to users of the Flat File Directory, including all updates thereto.
2. “Effective Date” shall mean the date the Agreement is signed by Participant, as noted on the signature page hereto.
3. “Participating Entity” shall mean the Participant and any employees, consultants, staff, and agents of Participant, and any other individual or organization that (i) meets the requirements for inclusion in the Flat File Directory; (ii) is accepted by the OHA for participation, and (iii) is a signatory to a Flat File Directory Participation Agreement substantively similar to this Agreement.
4. “Participant” shall mean the organization that is a signatory to this Agreement.
5. “Party” shall mean either OHA or Participant, and they will collectively be referred to as the “Parties.”

6. “Term” shall mean the duration of this Agreement as set forth in Article VIII, Section 1 below.

II. GENERAL ADMINISTRATION

1. **New Participating Entities.** OHA will review, evaluate and act upon requests submitted by persons or organizations for participation in the Flat File Directory. OHA will execute a Flat File Directory Participation Agreement substantively similar to this Agreement with each person or organization accepted to participate. No further action or approval is required for the addition of new Participating Entities to the Flat File Directory.
2. **Flat File Directory Services.** OHA will provide a monthly updated Flat File Directory to Participant containing email addresses and other specified attributes of Participating Entities. Participant shall utilize the Flat File Directory for locating the contact information of other Participating Entities with whom the Participant desires to have email communication utilizing direct secure messaging.

III. USE OF FLAT FILE DIRECTORY

1. **Restrictions on Use and Disclosure of Flat File Directory.** The Parties mutually acknowledges and agree that the Flat File Directory is intended to be used solely to enable Participant to obtain contact information regarding other Participating Entities. Participant shall not disclose the information contained within the Flat File Directory to anyone other than Participant’s employees, consultants, staff, and agents or Participating Entities, nor shall Participant use or disclose the contents of the Flat File Directory for any other use or purpose other than as expressly contemplated herein.
2. **Proprietary Rights.** Participant acknowledges and agrees that: (a) OHA and/or any licensor of OHA are the exclusive owner(s) of all right, title and interest in the Documentation. This Agreement does not convey to Participant any title in or to, or ownership of, the Documentation or of any part thereof, or any modifications, extensions, enhancements or derivative works made thereto, except as expressly permitted herein, with limited rights to use in accordance with this Agreement.

IV. PARTICIPANT RESPONSIBILITIES

1. Participant will:
 - (a) use the Flat File Directory in good faith, in accordance with the terms of this Agreement and OHA’s related policies and procedures, copies of which will be provided to Participant upon request;

- (b) be responsible for maintaining in full working condition, at its own expense, its technical interfaces in its (or its agents) possession, if applicable;
 - (c) provide OHA all information reasonably requested by OHA regarding the Flat File Directory; and
 - (d) provide OHA with such information as OHA may deem necessary or appropriate to evaluate the utility and usefulness of the Flat File Directory.
2. Participant agrees to provide accurate and complete information for inclusion in the Flat File Directory and to thereafter provide OHA with any updates or corrections to Participant's Flat File Directory information. Failure of Participant to timely correct or update its information as contained within the Flat File Directory may, at OHA's discretion, result in termination of this Agreement. .
 3. **Compliance with Law.** Use of the Flat File Directory by Participant shall comply with the terms of this Agreement, applicable laws, and OHA policies and procedures, which policies and procedures will be provided to Participant upon request.
 4. **Accurate Participant Information.** Participant agrees that Participant has provided, and will continue to provide, OHA with all information reasonably requested and necessary to the performance of this Participation Agreement. Any information provided by Participant shall be responsive and accurate. Participant shall promptly notify OHA of any changes to information previously provided by Participant.
 5. **Audits.** Participant may be subject to audit by OHA (or a third party engaged by OHA for such purposes) to confirm compliance with this Agreement. Such audits will take place during normal business hours and at mutually agreeable times and shall be limited to such records, personnel and other resources of Participant as are necessary to determine proper use of the Flat File Directory and compliance with this Agreement. Such audits will be performed at the expense of OHA, and in a manner designed to reasonably minimize interference with Participant's day-to-day operations.
 6. **Training.** Participant agrees to ensure that its employees, consultants, staff, and agents utilizing the Flat File Directory are advised of and comply with the requirements set forth herein, including but not limited to confidentiality requirements and limitations on the use and disclosure of the Flat File Directory
 7. **Responsibility for Acts and Omissions of Participant's Individuals.** Participant will be responsible for its acts and omissions and those of its employees, consultants, staff, agents and all other individuals who access the Flat File Directory through or on behalf of Participant. The acts and omissions of Participant, its employees, consultants, staff, and agents will be deemed to be the acts and omissions of Participant.

V. CONFIDENTIAL INFORMATION

1. In the performance of their respective responsibilities pursuant to this Agreement, OHA and Participant may come into possession of certain Confidential Information about the other Party. Each Party agrees to use the other Party's Confidential Information only as permitted by this Agreement and to take reasonable and appropriate measures to prevent unauthorized use, reproduction, dissemination, and disclosure of the other's Party Confidential Information during the Term and thereafter. Each Party will confine knowledge of the other Party's Confidential Information only to its employees, consultants, staff and agents who require such knowledge and use such knowledge in the ordinary course and scope of their employment, association or retention by such Party in a manner consistent with the terms and conditions of this Agreement, and to such other persons who have a need to know such materials and information in all cases in connection with the purposes of this Agreement. Confidential Information also may be disclosed (a) to a Party's auditors, attorneys and consultants to the extent necessary in connection with their providing professional services to such Party, and so long as they are under a professional obligation of confidentiality or have signed a confidentiality agreement with such Party containing terms and conditions consistent with this Agreement, and (b) as required by applicable law, provided that in the event of disclosure required by applicable law pursuant to a court order, subpoena, or other valid legal process (including a public records request made under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505), the disclosing Party will give the other Party reasonable notice to allow the non-disclosing Party an opportunity to object to such disclosure and then may disclose such Confidential Information only to the minimum extent necessary to comply with such court order, subpoena, or legal process (as reasonably determined by the disclosing Party).

2. OHA may utilize the services of vendors or subcontractors in the performance of its obligations under the Agreement, provided that OHA will require such vendors or subcontractors to protect the confidentiality of such information through a non-disclosure agreement or other agreement, as applicable. Nothing in this Agreement is intended or will be deemed to require either Party to disclose to the other Party any information that is subject to attorney-client privilege, and nothing in this Agreement is intended or will be deemed to waive any applicable privilege(s) with respect to such information.

3. As used herein, "Confidential Information" includes the following information:
 - (a) Any designs, drawings, procedures, and trade secrets, including any Documentation and the technical and design specifications for intellectual property;
 - (b) Non-public financial and administrative information concerning each Party and all other Participating Entities
 - (c) Each Party's and all other Participating Entities' secret and confidential information, records, and other material regarding its business and operations (including, as applicable, its customers, physicians, providers, provider groups, referral sources, members, employees, vendors, products, methods,

processes, systems, business or marketing plans, methods and strategies, pricing and costs);

- (d) Any other non-public information designated by either Party in writing as confidential or proprietary; and
- (e) Any password or other identifier issued by OHA or Participant and other information or data stored on magnetic media or otherwise or communicated orally, and obtained, received, transmitted, processed, stored, archived, or maintained by OHA under this Agreement.

4. “Confidential Information” will not include any information which:

- (a) is or becomes known publicly through no fault of the receiving Party;
- (b) is learned by the receiving Party from a third party entitled to disclose it;
- (c) is already known to the receiving Party before receipt from the disclosing Party as shown by the receiving Party’s written records; or
- (d) is independently developed by the receiving Party, as shown by the receiving Party’s written records.

VI. WARRANTIES; LIMITATION OF LIABILITY

1. **Availability of the Flat File Directory.** OHA makes no representations, warranties, or guarantees as to the availability or accessibility of the Flat File Directory, or the completeness or accuracy of any Participating Entity information.
2. **No Warranties.** OHA MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR PARTICIPANT WITH RESPECT TO THE DOCUMENTATION, OR ANY SERVICES PROVIDED BY OHA OR ITS AGENTS WITH RESPECT THERETO, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE DOCUMENTATION, AND SUCH SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, OHA MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE, OR ANY INTENDED, EXPECTED OR ACTUAL RESULTS OF THE USE OF THE DOCUMENTATION OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. OHA MAKES NO WARRANTIES THAT THE DOCUMENTATION WILL BE ERROR-FREE OR THAT THE EXCHANGE OF DIRECT SECURE MESSAGING BETWEEN PARTICIPATING ENTITIES WILL BE UNINTERRUPTED. WITHOUT LIMITING THE FOREGOING, OHA SPECIFICALLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OHA AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY

EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

- 3. No Consequential or Special Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF EQUIPMENT USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4. Limitation on OHA Liability.** EXCEPT AS OTHERWISE PROVIDED IN ARTICLE VIII, SECTION 11, BELOW, OHA WILL NOT BE LIABLE UNDER THIS AGREEMENT RELATING TO THE DOCUMENTATION OR THE LICENSE GRANTED HEREUNDER, OR UNDER ANY BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- 5. No Obligation to Operate.** Participant acknowledges that OHA may dissolve, discontinue its business, or cease to provide the Flat File Directory at any time, in which case Participant will have no recourse against OHA as a result of such action or inaction.
- 6. Accuracy of Data.** All data contained within the Flat File Directory is subject to change. Without limiting any other provision of this Agreement, OHA will have no responsibility for or liability related to the accuracy, content, currency, completeness, content, or delivery of any data either provided to or used by Participant.
- 7. Patient Care, Utilization Management and Quality Management.** Participant and its employees, consultants, staff and agents will be solely responsible for all decisions involving patient care, utilization management, and quality management for its patients. Participant will have no recourse against OHA for any loss, damage, claim or cost relating to or resulting from use of the Flat File Directory or information exchanged between Participating Entities. Without limitation of the foregoing provisions of this Article VI or any other provision of this Agreement, OHA will not have any liability to Participant for (a) the content of the Flat File Directory; or (b) for any action or inaction of any other Participating Entities.
- 8. Equitable Remedies.** In the event of a breach, or threatened breach, (i) by either Party of any of its obligations under Article V above, or (ii) by Participant of its obligations under Article IV above, the damages resulting therein would be difficult to ascertain but would result in irreparable loss to the non-breaching/non-threatening Party. Accordingly, the non-breaching/non-threatening Party will be entitled to seek and obtain equitable relief to prevent such a breach without the necessity of proving actual damages or posting bond or other security. Such equitable relief is in addition to any other rights or remedies available to such non-breaching/non-threatening Party.

VII. TERM AND TERMINATION

1. **Term.** This Agreement will commence on the Effective Date and be in effect for a term of one year and shall thereafter renew for successive one year terms, unless terminated sooner as provided herein.
2. **Termination.** This Agreement may terminate as follows:
 - 2.1 **Uncured Breach.** Should either Party default in the performance of any material obligation under this Agreement, or breach any material provision contained in this Agreement, and not cure or substantially cure the default or breach within fifteen (15) days after receipt of written notice by the other Party of such default or breach, then in addition to other remedies set forth in this Agreement or allowed by law, this Agreement may be terminated by the non-defaulting/non-breaching Party upon written notice to the defaulting/breaching Party.
 - 2.2 **Termination Without Cause.** OHA and Participant each have the right to terminate this Agreement without cause at any time, upon not less than thirty (30) days prior written notice to the other Party.
 - 2.3 **Cessation of Operation by Participant.** Subject to the restrictions imposed by law, OHA may terminate this Agreement upon giving written notice of termination to Participant in the event: (i) Participant ceases its business operations; (ii) voluntary or involuntary proceedings by or against Participant are instituted in bankruptcy or under any insolvency law; (iii) a receiver or custodian is appointed for Participant, or proceedings are instituted by or against Participant for corporate reorganization or the dissolution of Participant, which proceedings, if involuntary, have been dismissed within sixty (60) days after the date of filing; or (iv) Participant makes an assignment for the benefit of its creditors.
 - 2.4 **Cessation of Operation by OHA.** Subject to the restrictions imposed by law, Participant may terminate this Agreement upon giving written notice of termination to OHA in the event OHA ceases production or maintenance of the Flat File Directory.
 - 2.5 **Non-Appropriation by OHA.** OHA may immediately terminate this Agreement upon written notice if OHA fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by OHA's budget or spending plan and OHA determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.
 - 2.6 **Change in Authority.** OHA may immediately terminate this Agreement upon written notice if OHA's authority is changed by rule or law or otherwise

determined to no longer include the authority to develop or maintain the Flat File Directory.

- 3. Survival.** The Parties' respective rights and obligations with respect to the following will survive any termination of this Agreement: (a) the provisions of the following Articles and Sections: Article IV, Article V, Article VI, Article VII, and Article VIII, Section 11; and (b) any other provision herein expressly surviving termination or necessary to interpret the rights and obligations of the Parties in connection with the termination of this Agreement.

VIII. MISCELLANEOUS PROVISIONS

- 1. Venue; Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws provisions thereof. The sole and exclusive jurisdiction and venue for actions related to the subject matter of this Agreement will be the Circuit Court of the State of Oregon for Marion County. In the event a claim must be brought in federal court, the jurisdiction and venue for such action will be the United States District Court for the District of Oregon. For claims against the State of Oregon that must be brought in federal court, this section applies only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States. PARTICIPANT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE AFOREMENTIONED COURTS.
- 2. No Third Party Beneficiary.** Except as expressly provided in Section 11 below (with respect to indemnification of persons other than the Parties), nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 3. Notices.** All notices required or permitted to be given under this Agreement will be in writing, and may be given (i) by personal delivery; (ii) by prepaid certified or registered U.S. mail; (iii) by reputable commercial overnight courier service with tracking capabilities; (iv) by facsimile; or (v) by email if receipt of email is confirmed within 48 hours.

If to OHA:

Office of Health Information Technology
500 Summer Street NE, E52
Salem, Oregon 97301

Telephone: (503) 945-6385
Facsimile: (503) 378-6705

If to Participant:

All notices will be deemed given and effective upon receipt, except in the case of registered or certified mail, in which case such notice will be deemed given effective upon the delivery or refusal date specified on the return receipt.

- 4. Assignment.** Participant may not assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of OHA. Except as otherwise provided herein, this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 5. Amendment.** This Agreement may not be changed except by written amendment signed by duly authorized representatives of both Parties.
- 6. Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements, understandings, and commitments between OHA and Participant with respect to the subject matter hereof, except to the extent they are specifically incorporated into this Agreement. Any variance from or addition to the terms and conditions of this Agreement in any present or future order, invoice, or other document delivered from one Party to the other will be of no effect unless agreed to in writing by an authorized representative of the Party to be bound thereby.
- 7. Use of Name.** Except as otherwise provided in this Agreement, neither Party may use the other's name or logo (or any variant thereof) in any news or publicity release, policy recommendation, advertising, or any commercial communication in any form of media (whether written, electronic, video or otherwise), without the prior written consent of the other Party. Notwithstanding the foregoing, (i) OHA may issue to the general press, trade press and industry, or publish on its website announcements concerning this Agreement and changes to the Flat File Directory, which will include Participant's name and, at the discretion of OHA, a general description of its operations, such description to be subject to the reasonable prior approval of Participant; (ii) Participant may issue to the trade press and industry, announcements concerning this Agreement including the name of OHA, the participation of Participant in the Flat File Directory and a general description of the operations of OHA, such description to be subject to the reasonable prior approval of OHA; (iii) OHA may identify Participant as a Participant in the Flat File Directory, and may identify any employees of Participant who are serving as directors, officers, or

subcommittee members of OHA, in publications, presentations and other non-commercial public statements regarding OHA; and (iv) OHA may share Participant's information with other Participating Entities arising out of or publication or distribution of the Flat File Directory.

8. Severability. If any term or condition of this Agreement is to any extent held invalid, unenforceable or in violation of any law, the remainder of this Agreement will not be affected thereby and it will remain in full force and effect.

9. Force Majeure. A Party will not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such Party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, internet, electric power or communications outage, or any law, proclamation, regulation, ordinance of any court, government or governmental agency.

10. Insurance.

10.1 Participant shall maintain for it and its professional staff, at its own expense, insurance coverage, which may include a valid program of self-insurance, in an amount sufficient to cover its obligations hereunder. Upon request from OHA, Participant shall provide OHA with evidence of such coverage.

10.2 OHA shall maintain insurance, which may include self-insurance, in an amount sufficient to cover its obligations hereunder.

11. Indemnification. Each Party will indemnify and hold harmless the other Party, and their respective directors, officers, trustees, employees, staff, consultants agents, subcontractors, and licensors (hereinafter "Indemnitees") from and against any and all liability (including reasonable attorneys' fees), injury or damage arising from (i) a material breach by the indemnifying Party of its obligations under this Agreement, or (ii) any negligent, reckless, deliberate, illegal or fraudulent act or omission by the indemnifying Party, except to the extent such liability, loss, damage, cost or expense is caused by the breach of this Agreement by the Indemnitees or the negligent, reckless, deliberate, illegal or fraudulent act or omission by any of the Indemnitees or any other individuals who access Data through the indemnified Party or by use of any password, identifier, or log-on received or obtained, directly or indirectly, lawfully or unlawfully from the indemnified Party. OHA's obligation to indemnify Participant under this Agreement is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

11.1 Any indemnification made pursuant to this Agreement will include payment of all costs associated with defending any claim or cause of action involved, whether or not such claim or cause of action is meritorious, including the costs of any reasonable attorneys' fees and of any settlement by or judgment against the Party to be indemnified. If the Party being indemnified demands indemnification by written notice given to the indemnifying Party within a period of time wherein the indemnifying Party is not prejudiced by lack of notice, upon receipt of such notice, the indemnifying Party will have control of such litigation, subject to Section 11.2 below, but may not settle such litigation without the express consent of the Party to be indemnified, which consent may not be unreasonably withheld, conditioned or delayed. The indemnification obligations of a Party under this Agreement will not, as to third parties, be a waiver of any defense or immunity otherwise available, and the indemnifying Party, in indemnifying the indemnified Party, will be entitled to assert in any action every defense or immunity that the indemnified Party could assert on its own behalf. Nothing in this Section 11 is intended to limit the right of any indemnified Party to retain its own counsel, at its own cost and expense, in connection with any indemnified claim or cause of action.

11.2 **Defense of Claims.** To the extent Participant is required under this Agreement to defend OHA against claims asserted by third parties, OHA shall reasonably cooperate in good faith, in the defense of the claim and Participant shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim and shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld, conditioned or delayed. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, OHA, its officers, employees or agents. Subject to the limitations of Section 11, Participant may defend a claim with counsel of its own choosing.

12. Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify or aid in the interpretation or construction of meaning of the provisions of this Agreement. All references in this instrument to designated "Articles" and other subdivisions are to the designated Articles and other subdivisions of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article or other subdivision.

13. Non-Waiver. No provision of this Agreement may be modified or waived, by course of dealing or otherwise (including any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder), unless such modification or waiver is set forth in a written document executed by an authorized representative of the Party to be bound thereby.

14. Relationship of the Parties. The Parties will be considered independent contracting entities. Nothing in this Agreement will be construed to create a partnership, agency relationship, or joint venture among the Parties. Neither Party will have any authority to bind or make commitments on behalf of the other Party for any purpose, nor will it hold itself out as having such authority.

15. Duly Authorized. OHA and Participant each represent and warrant to the other that it has full power and authority to enter into and perform this Agreement. Each represents and warrants to the other that its representatives signing this Agreement on its behalf have been properly authorized and empowered to enter into this Agreement.

16. Counterparts. This Agreement will become binding when any one or more counterparts hereof, individually or taken together, bears the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against the Party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

PARTICIPANT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

Participant

Organization Name

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

State of Oregon acting by and through its Oregon Health Authority

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

