

### Overview

Supporting Health for All through REinvestment: the SHARE Initiative was created through House Bill 4018 (Oregon Legislature, 2018) and requires CCOs to invest a portion of profits back into communities to address health inequities and the Social Determinants of Health and Equity (SDOH-E). OHA's SHARE Initiative [guidance document](#) is provided on the SHARE Initiative [webpage](#).

In accordance with the requirements stated in [ORS 414.572\(1\)\(b\)\(C\)](#) and [OAR 410-141-3735](#), CCOs must designate a portion of annual net income or reserves that exceed the financial requirements for SHARE Initiative spending. According to contract requirements, a CCO's annual SHARE Initiative designation must be spent down within two years of OHA's approval of the same year's SHARE Initiative Spending Plan.

For Contract Years 2020 and 2021, CCOs that exceed minimum financial requirements are expected to define their own SHARE Initiative portion in compliance with the statute and rules referenced above.

As described in OHA's SHARE Initiative guidance document, SHARE Initiative spending must meet the following four requirements:

1. Spending must fall within SDOH-E domains and include spending toward a statewide housing priority;
2. Spending priorities must align with community priorities from Community Health Improvement Plans (CHPs);
3. A portion of funds must go to SDOH-E Partners; and
4. CCOs must designate a role for the Community Advisory Council(s) related to its SHARE Initiative funds.

By June 30 of each Contract Year, each CCO shall annually submit to OHA for review and approval its SHARE Initiative Spending Plan identifying how it intends to direct its SDOH-E spending based on net income or reserves from the prior year for the SHARE Initiative. This annual SHARE Initiative Spending Plan Report will capture from CCOs how they are meeting these contractual requirements.

### SHARE Initiative Reporting

- A. Beginning in 2021, by no later than April 30, each CCO must report its **Annual SHARE Initiative Designation** in [Exhibit L6.7](#) to identify its SHARE Initiative designation based on the *prior year's financials*.
- B. Beginning in 2021, by no later than June 30, each CCO must complete the **Annual SHARE Initiative Spending Plan** described in this document for the *prior year's financials*.
- C. Beginning in 2022, by no later than April 30, each CCO must report its **Annual SHARE Initiative Spend-Down** in Exhibit L6.71 to track year-over-year spending from a CCO's SHARE Initiative and to tie such spending to the appropriate year's SHARE Initiative Spending Plan.

# Annual SHARE Initiative Spending Plan Report Template

## Report Template

CCO Name: **Yamhill Community Care**

CCO Contact: **Larry Soderberg**

### Instructions:

- Respond to items 1-11 below using this template.
- Be clear and concise in your responses. Do not exceed 20 total pages for your report. (This page count does not include the attachments referenced in items 7, 8 and 11.)
- Your submission must include the formal agreement with each of the SDOH-E Partners as required by the CCO contract and referenced in item 7. If any agreement with an SDOH-E Partner is a “Subcontract” as defined in the CCO contract, then your submission must include the Subcontractor and Delegated Work Report updated for the Subcontract/s, as required by the CCO contract and referenced in item 7. Refer also to the OHA [memo](#) dated March 4, 2021, that clarifies SHARE Initiative SDOH-E Partner contract requirements.
- All file names must clearly reflect the content (e.g., CCOxyz\_SHARE\_Item7).
- When submitting materials, CCOs must ensure that only materials pertinent to the focus area are submitted.

Submit the completed report to [CCO.MCOTDeliverableReports@dhsosha.state.or.us](mailto:CCO.MCOTDeliverableReports@dhsosha.state.or.us) by June 30 of the Contract Year.

## Section 1: SHARE Initiative Designation

1. **What is the dollar amount for your CCO’s SHARE Initiative Designation? (as recorded in cell E30 in [Exhibit L – Report L6.7](#))**  
**\$750,000.00**

## Section 2: SHARE Initiative Spending Plan

### SDOH-E Domains and CHP/Statewide Priorities

2. **Identify the SDOH-E domains applicable to your CCO’s SHARE Initiative Spending. (Check all that apply.)**

- Neighborhood and Built Environment
- Economic Stability
- Education
- Social and Community Health

3. **Describe how your SHARE Initiative spending aligns with your CCO’s Community Health Improvement Plan (CHP).**

The programs selected for the SHARE Initiative all align with Yamhill CCO’s Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members who are connected to stable housing. Both projects funded also support CHIP Focus Area 4: Access to Care, Objective 1: Increase community awareness of available services, rights, and benefits. By bringing behavioral health and traditional health worker supports to community members through the Sheridan Housing Project and community referral supports through the Yamhill Community Action Partnership (YCAP) Turnkey Project,

## Annual SHARE Initiative Spending Plan Report Template

community access to resource will improve. The Sheridan Project in one of the less populated areas of the county will also address Objective 3: Improve availability of medical care in rural areas by bringing wraparound supports to the housing facility in Sheridan. Finally, stable housing is considered a protective factor, addressed in CHIP Focus Area 5: Trauma and Resiliency, Objective 1: Increase protective factors that develop parental resilience.

The vision of the Community Health Improvement Plan is as follows: “Our healthy community is accessible and inclusive, has diverse resources, and focuses on social determinants of health and trauma-informed care. Our healthy community provides and promotes regular preventative care, in partnership with medical providers, to support healthy families and individuals.” The Yamhill Community Action Partnership Turnkey Project and the Health and Human Services Sheridan Housing Project both increase opportunities for the community as a whole to be healthy, increase accessibility and inclusivity through programs designed for at-risk populations experiencing homelessness, substance abuse, and trauma.

These programs also align with other community CHIPs, including Yamhill County Public Health’s Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans. Yamhill Community Action Partnership’s Needs Assessment identifies Recommendation 1: Prioritize the creation of a comprehensive housing strategy.

#### **4. Describe how your CCO’s SHARE Initiative spending addresses the statewide priority of housing-related services and supports, including Supported Housing.**

Both projects supported by the YCCO SHARE Initiative directly address housing-related services and supports. YCCO convened the major housing-focused organizations in the service area in 2020 to determine which agencies were missing from the discussion and what kind of housing-related initiatives were in progress or planned within the community, in an effort to align resources. This group provided guidance for the SHARE initiative and ensured alignment with the statewide housing priority. Both programs offer supported, supportive, or wraparound housing services, and will partner with YCCO to meet additional social and medical needs. YCCO chose only two programs in which to invest significant funding, in order to make the highest impact with capital investments in long-term housing programs.

#### **SDOH-E Partners**

#### **5. Identify each of the SDOH-E Partner(s) that will receive a portion of SHARE Initiative funding. (SDOH-E partners must have demonstrated experience delivering services or programs, or supporting policy and systems change, or both, related to SDOH-E.)**

Yamhill County Health and Human Services and Yamhill Community Action Partnership.

Yamhill County Health and Human Services (YCHHS) provides publicly funded behavioral health, developmental disabilities, and public health services to all residents of Yamhill County. Through combination of providing direct services and system coordination and development, YCHHS strives to enhance community health and safety in every part of the county. YCHHS delivers behavioral health services for the community, including YCCO members, and has operated more than 11 stabilization

## Annual SHARE Initiative Spending Plan Report Template

and supportive housing programs, ranging from psychiatric crisis stabilization programs to supportive housing (permanent housing with flexible support services available as needed), to supported housing (long-term housing integrated within community housing).

The Yamhill Community Action Partnership (YCAP) is a part of a nationwide network of social services agencies designed to help improve the lives of low-income people and strengthen communities. They assist the residents of Yamhill County, diligently focusing on four primary service categories: Client Services and Housing, Energy Services, the regional Food Bank, and Youth Services. YCAP has been offering these services to community since 1980, and conducts regular assessments of the area, including the region's point-in-time homeless count.

### 6. Describe how each of the SDOH-E Partners identified above were selected for SHARE Initiative project(s) or initiative(s).

As part of the learning curve and exploration for potentials around the SHARE Initiative during the first cycle, YCCO Staff took the opportunity to leverage an existing collaboration between Yamhill County community leaders that had already been assembled in September of 2020. That collaborative had been assembled to provide a forum to share community activities and current opportunities of common interest, especially regarding housing, across the organizations. Participating organizations included YCCO, Yamhill County Health & Human Services (YCHHS), the Housing Authority of Yamhill County (HAYC), and Yamhill County Action Partnership (YCAP). This collaborative and forum quickly produced identification of three potential projects that well align and would meet the requirements associated with the SHARE Initiative. With that, YCCO Staff worked with these community SDOH-E partners to further explore and better understand these projects as part of the CY2020 SHARE Initiative cycle.

As a result of these discussions, YCCO was able to compile a collection of data regarding social and housing needs in the community, including a survey conducted collaboratively with the Yamhill County Housing Authority and a compilation of all housing-related projects underway.

As YCCO further developed its SHARE Initiative Strategy, it utilized the data from the Yamhill Area Leaders meeting, other community partner meetings like the Community Advisory Council and Quality and Clinical Advisory Panel, and Community Health Assessment data to inform the strategy to implement SHARE Initiatives related specifically to housing. YCCO reviewed the current list of projects related to housing and considered them based on a rubric developed from the SHARE criteria and YCCO's own Community Benefit Initiative (CBI) criteria. YCCO then created an application form and review rubric, which was then shared with all partners associated with local housing efforts identified through the Yamhill Area Leaders workgroup. YCCO worked collaboratively with these partners to develop strong applications.

Once applications were received from partners, YCCO reviewed these again with the SHARE and Community Benefit Initiative criteria, then brought these proposals and a recommendation to its CAC

## Annual SHARE Initiative Spending Plan Report Template

for further feedback. Finally, the Board of Directors reviewed a funding proposal based on these applications, at which point two projects were selected for 2020 SHARE funding.

7. **Do you have a formal agreement with each of the SDOH-E Partners described in item 5** (Please be sure to submit the formal agreement for each SDOH-E Partner.)

Yes  No

If no, please explain why not. Click here to enter text.

8. **Attach a budget proposal indicating the amount of funding from the SHARE Initiative that will be put toward each project or initiative, including the amount of funds that will be directed to each SDOH-E Partner. Did you attach a simple budget proposal with this submission?**  Yes  No

### Community Advisory Council (CAC)

9. **Describe the designated role for your CAC with regard to decision-making on SDOH-E spending under the SHARE Initiative.** (As appropriate, please be sure to include in your description the ongoing engagement and feedback loop with the CAC as it relates to SDOH-E spending.)

The YCCO Community Advisory Council was designated as the governing body to review SHARE spending proposals and provide a recommendation to the Board of Directors for its final decision. The group received background information on the SHARE initiative in March and April 2021, and confirmed CHIP alignment with a housing-specific focus. In July 2021, the group was presented with three SHARE proposals to review and on which to form recommendations for 2020 SHARE funding. In general, the CAC supported YCCO investing in each of the three projects proposed in some part. More specifically, the CAC provided key points for consideration in the final SHARE distribution plan:

- Prioritize those projects that have an impact on the community sooner rather than later.
- Prioritize those projects that have an impact on the community beyond just the McMinnville/Newberg areas, with specific references to serving the West Valley and Yamhill/Carlton areas of the county.
- Prioritize those projects that offer co-located services and supports, which will also work to limit transportation costs to obtain services.
- Consider the avoidance of disqualifying or deterring factors for potential residents, such as whether pets would be allowed.
- Consider the avoidance of relocation for potential residents, for the sake of factors such as maintaining family supports and continuity of care with established providers.

This feedback was incorporated into the final budget presentation to the YCCO Board of Directors, which recommended funding two of the three proposed projects with 2020 funding, prioritizing those with earlier start dates and those addressing higher-risk populations and those in the West Valley, per CAC recommendation and the timelines in the applications. Two CAC members are also active members of the YCCO Board of Directors, and thus had additional opportunity to provide feedback and contribute to the final approval vote.

## Annual SHARE Initiative Spending Plan Report Template

The CAC, as well as CAC members on the Board of Directors, will review the biannual SHARE funding reports and outcomes in Q2 and Q4 2022, and provide recommendations for continuing funding, if appropriate.

### **Section 3: Optional: Additional Details**

#### **10. Describe the evaluation plan for each project or initiative, including expected outcomes, the projected number of your CCO's Members, OHP members, and other Community Members served, and how the impact will be measured.**

Yamhill Community Care anticipates these programs will serve individuals families living in 127 housing units, the majority of which will be YCCO and OHP members. Based on previous program data from YCAP, 266 individuals were housed and connected to case management through a COVID-related supportive hotel program in a 10-month period; 40% of which met the definition of chronically homeless. Impact for each program will be measured using the following criteria:

#### **Yamhill Community Action Partnership Turnkey Project:**

YCAP will submit bi-annual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of the initiative as follows:

1. Demonstrate operation and occupancy of a 55-unit motel property by 9/1/2021;
2. Report on the following:
  - a. Number of occupants in hotel program;
  - b. Number of participants connected to basic social needs;
  - c. Number of participants connected to and successfully transitioned into different stable housing, including natural supports, diversion, and permanent housing options;
3. For all program participants, Provider will submit, at minimum:
  - a. Race/Ethnicity, Age, Language spoken, Disability Status, Sexual Orientation, Gender Identity;
  - b. Homelessness Status, Income, History of Justice Involvement
4. Achieve and demonstrate permanent supportive housing option provided by the goal year 2026;
5. Oregon Health Plan Member-level detail: Yamhill CCO ID numbers

#### **Yamhill County Health and Human Services Sheridan Project:**

YCHHS will submit bi-annual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of the initiative as follows:

1. Demonstrate progress toward completion of facility build and implementation of housing and supports for a 72-unit housing complex, with Phase Three beginning in 2022
2. Report on the following:
  - a. Housing referrals, including number of referrals, referral source, and demographics
  - b. Duration residents live in complex
  - c. Support activity data, including number, type, and attendees at each activity, group, and class
  - d. Number of residents successfully completing substance use disorder treatment
  - e. Number of peer services and contacts provided to residents
3. For all program participants, provide, at minimum:

## Annual SHARE Initiative Spending Plan Report Template

- a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
  - b. Homelessness status, income, substance use status
4. Achieve and demonstrate permanent supportive housing for individuals in recovery and their families

**11. If the project or initiative requires data sharing, attach a proposed or final data-sharing agreement that details the obligation for the SDOH-E Partner to comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information and Electronic Health Records and hard copies thereof. Does the project require data sharing?**

Yes  No

**Yamhill Community Care Organization  
Letter of Agreement**

This Letter of Agreement (hereinafter "Agreement") is made and entered by and between Yamhill Community Care Organization (hereinafter "Yamhill CCO") and Yamhill Community Action Partnership – YCAP (hereinafter "Provider"). The effective date of this agreement shall be September 1<sup>st</sup>, 2021 through August 31<sup>st</sup>, 2022.

Project: *Project Turnkey*  
Contact/Lead: Alexandra Hendgen  
Phone: 503-883-4172  
Email: [AlexandraH@yamhillcap.org](mailto:AlexandraH@yamhillcap.org)

Yamhill CCO Contact: Seamus McCarthy Ph.D.  
Phone: 503-376-7424  
Email: [smccarthy@yamhillcco.org](mailto:smccarthy@yamhillcco.org)

**Background.**

Yamhill CCO will partner with Yamhill Community Action Partnership (YCAP) on Project Turnkey which aims to continue the success of the Motel Shelter Project for the next three years and then transition to 55 units of permanent supportive housing. The objective of the initiative is to offer temporary housing to those experiencing homelessness or housing instability. The project would serve homeless populations in the Yamhill County area and those engaged with YCAP supportive services and is prepared to offer housing for those with serious mobility issues as well as those with mental health or trauma histories. Supportive services include food supports, laundry, hygiene products, and clothing, as well as physical and mental wellness resources.

This housing-related project addresses the following Social Determinants of Health domains, as specified in OAR 410-141-3735(3)b(): Neighborhood and built environment, Social and community health, Economic stability.

The program aligns with Yamhill CCO's Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members who are connected to stable housing. It also aligns with other community CHIPS, including Yamhill County Public Health's Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans. YCAP's own Needs Assessment identifies Recommendation 1: Prioritize the creation of a comprehensive housing strategy.



**I. Expectations/Goals.**

Provider will utilize Yamhill CCO funding to address strategic, community-aligned Social Determinants of Health and Equity (SDOH-E) initiatives through the following:

- Provide an isolated space to stay healthy, while ensuring clients abide by Project Turnkey/Motel Shelter policies;
- Connect clients with access to basic needs while they are in the program, including connection to food, hygiene, and mental and physical wellness resources;
- Continue to search and arrange for any other safe places they could be, including natural supports and diversion options;
- Create and implement plans whenever possible for an exit to permanent or stable housing

**II. Reporting.**

Provider will submit bi-annual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of the initiative as follows:

- September 1<sup>st</sup>, 2021–February 28<sup>th</sup>, 2022; *report due March 31<sup>st</sup>, 2022*
  - March 1<sup>st</sup>, 2022–August 31<sup>st</sup>, 2022; *report due September 30<sup>th</sup>, 2022*
1. Demonstrate operation and occupancy of motel property by 9/1/2021;
  2. Report on the following:
    - a. Number of occupants in hotel program;
    - b. Number of participants connected to basic social needs;
    - c. Number of participants connected to and successfully transitioned into different stable housing, including natural supports, diversion, and permanent housing options;
  3. For all program participants, as the Provider is able they will submit, at minimum:
    - a. Race/Ethnicity, Age, Language spoken, Disability Status, Sexual Orientation, Gender Identity;
    - b. Homelessness Status, Income, History of Justice Involvement
  4. Achieve and demonstrate permanent supportive housing option provided by the goal year 2026;
  5. Oregon Health Plan (OHP) Member-level detail: Yamhill CCO ID numbers
    - a. If an OHP member ID cannot be obtained, the Member Name, Date of Birth and OHP status will be submitted instead.

**III. Payments.**

Yamhill CCO agrees to fund the Turnkey Project a one-time payment of \$508,493, of which \$435,192 would be distributed for operations in Supporting Health for All through REinvestment (SHARE) funds and \$73,301 for program support through Community Benefit Health-Related Services (HRS) expenses. Indirect costs will not exceed 15% of total expenditures.

- Operational funding will be used to support capital investments, building repairs, property management, security, utilities, personnel, etc.
- Programmatic funding will be used to cover ongoing case management, peer support costs and additional direct member supportive services

**IV. Miscellaneous.**

- a. Parties agree that all payments are at the sole discretion of the Yamhill CCO Board of Directors and does not imply or guarantee ongoing funding.
- b. Provider agrees to uphold all confidentiality provisions of the Agreement between Yamhill CCO and Provider, and specifically safeguard the health information of Yamhill CCO members as it applies to activities related to this program.
- c. Provider will comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Agency agrees to share data securely with YCCO as appropriate within the scope of this project, and collect participant-specific data, including demographic data and OHP status, at minimum.

Agreed to on behalf of Yamhill Community  
Action Partnership – YCAP:



Signature

Name: Alexandra Hendgen

Title: Executive Director

Date: 8/17/21

Agreed to on behalf of Yamhill CCO:



Signature

Name: Seamus McCarthy, PhD

Title: President and Chief Executive  
Officer

Date: August 19, 2021

**Yamhill Community Care Organization  
Letter of Agreement**

This Letter of Agreement (hereinafter “Agreement”) is made and entered by and between Yamhill Community Care Organization (hereinafter “Yamhill CCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter “Provider”). The effective date of this agreement shall be October 1<sup>st</sup>, 2021 through September 30<sup>th</sup>, 2022.

Project: *Sheridan Housing Project*  
Contact/Lead: Jason Henness  
Phone: 503-434-7523  
Email: [hennessj@co.yamhill.or.us](mailto:hennessj@co.yamhill.or.us)

Yamhill CCO Contact: Seamus McCarthy Ph.D.  
Phone: 503-376-7424  
Email: [smccarthy@yamhillcco.org](mailto:smccarthy@yamhillcco.org)

**Background.**

Yamhill CCO will partner with Yamhill County Health & Human Service (YCHHS) on the Sheridan Housing Project which will provide 72 units of permanent peer supported housing for individuals and families in recovery from substance use disorders in three phases:

- Phase one- 30 units
- Phase two- 30 units
- Phase three- 12 units

The complex will provide a supportive environment inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities. The goal is to build connection and community for sustained recovery and wellness. In addition to the onsite services, the complex is adjacent to a retirement community and the goal is to build additional natural supports between the two populations. Residents in the retirement community can support individuals and families in Sheridan Housing complex through gardening support, childcare, etc. Individuals and families in the Sheridan Housing complex can support residents in the retirement community as well.

This housing-related project addresses the following Social Determinants of Health domains, as specified in OAR 410-141-3735(3)b(): Neighborhood and built environment, Social and community health, Economic stability.

The program aligns with Yamhill CCO’s Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members who are connected to stable housing. It also aligns with other community CHIPS, including Yamhill County Public Health’s Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans.

**I. Evaluation Measures.**

Provider will utilize YCCO funding to address strategic, community-aligned Social Determinants of Health and Equity (SDOH-E) initiatives through the following:

- Construct a 72-unit facility for provision of housing and behavioral health services.
- Begin Phase Three of the Sheridan Project in 2022.
- Provide permanent supportive housing to individuals and their families in recover to increase the likelihood of successful recovery and sustained housing.
- Offer a recovery-centered facility inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities for residents.

**II. Reporting.**

Provider will submit biannual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of initiative as follows:

- October 1<sup>st</sup>, 2021 – February 29<sup>th</sup>, 2022; report due *March 31<sup>st</sup>, 2022*
  - March 1<sup>st</sup>, 2022 – August 31<sup>st</sup>, 2022; *report due September 30<sup>th</sup>, 2022*
- 1) Demonstrate progress toward completion of facility build and implementation of housing and supports for a 72-unit housing complex, with Phase Three beginning in 2022.
  - 2) Report on the following:
    - a. Housing referrals, including number of referrals, referral source, and demographics
    - b. Duration residents live in complex
    - c. Support activity data, including number, type, and attendees at each activity, group, and class
    - d. Number of residents successfully completing substance use disorder treatment
    - e. Number of peer services and contacts provided to residents
  - 3) For all program participants, provide, at minimum:
    - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
    - b. Homelessness status, income, substance use status
  - 4) Achieve and demonstrate permanent supportive housing for individuals in recovery and their families

**III. Payments.**

Yamhill CCO agrees to fund the Sheridan Housing Project \$314,808 to be distributed in the 4th quarter of CY2021 using CY2020 Supporting Health for All through REinvestment (SHARE) funds.

**IV. Miscellaneous.**

- a. Parties agree that all payments are at the sole discretion of the Yamhill CCO Board of Directors and does not imply or guarantee ongoing funding.
- b. Provider agrees to uphold all confidentiality provisions of the Agreement between Yamhill CCO and Provider, and specifically safeguard the health information of Yamhill CCO members as it applies to activities related to this program.
- c. Provider will comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Agency agrees to share data securely with YCCO as appropriate within the scope of this project, and collect participant-specific data, including demographic data and OHP status, at minimum.

Agreed to on behalf of Yamhill County  
Health & Human Services (YHHS):

Agreed to on behalf of Yamhill CCO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Supporting Health for All through REinvestment Initiative YCCO Budget Proposal

SHARE Allocation: \$750,000

<i>Agency</i>	<i>Program Name</i>	<i>Program Area</i>	<i>Budget Proposal</i>
Yamhill Community Action Partnership	Turnkey Project	Housing	\$435,192
Yamhill County Health and Human Services	Sheridan Project	Housing	\$314,808
TOTAL			\$750,000



## BUSINESS ASSOCIATE AGREEMENT

---

Yamhill County Care Organization  
DBA Yamhill Community Care Organization  
807 NE Third Street  
McMinnville, Oregon 97128

THE COMPANY

Yamhill Community Action Partnership  
1317 NE Dustin Court  
McMinnville, Oregon 97128

BUSINESS ASSOCIATE

---

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

Business Associate and the Company have entered into an agreement dated September 1<sup>st</sup>, 2021 (“Agreement”). The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Company and Business Associate is subject to provisions of the HIPAA Rules. The Company and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

Company maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions its contract with the Oregon Health Authority (“The OHA Contract”)—despite any terms of this Agreement. Some of Company’s duties that are never delegated include (i) the oversight and monitoring of quality improvement activities and (ii) the adjudication of appeals in the member grievance and appeals process.



## BUSINESS ASSOCIATE AGREEMENT

### 1. Definitions

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

- a) "Agent" means an agent used and defined under the HIPAA Rules and federal common law.
- b) "Breach" has the same meaning as in 45.C.F.R. § 164.402.
- c) "Designated Record Set" has the same meaning as in 45 C.F.R. 164.501.
- d) "Discovery" means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.
- e) "Effective Date" means the date first written above.
- f) "Electronic Media" means the same as in 45 C.F.R. § 160.103.
- g) "Electronic Protected Health Information" or "EPHI" means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Company.
- h) "Electronic Transactions Rules" means 45 CFR Part 162.
- i) "Fundraising" means raising funds for the Business Associate's own benefit as governed by 45 CFR § 164.514.
- j) "HIPAA Rules" means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
- k) "Individual" means a person to which specific PHI applies.
- l) "Marketing" means the same as in 45 CFR § 164.501.





## BUSINESS ASSOCIATE AGREEMENT

- m) "The OHA Contract" means the contract that Company holds with the Oregon Health Authority in its capacity as a care coordination organization.
- n) "PHI" or "Protected Health Information" means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Company.
- o) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- p) "Required by Law" means the same as in 45 C.F.R. § 164.103.
- q) "Secretary" means the Secretary of the United States Department of Health and Human Services or the Secretary's designee.
- r) "Security Incident" means the same as in 45 CFR § 164.304.
- s) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
- t) "Subcontractor" means the same as in 45 C.F.R. § 160.103.
- u) "Unsecured PHI" means the same as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

### **2. Obligations and Activities of Business Associate**

- a) Business Associate agrees to perform its responsibilities under this Agreement in compliance with The OHA Contract.
- b) Business Associate agrees to comply with payment, withholding, and incentive requirements (as well as any others) set forth in 42 CFR § 438.6 that are applicable to the work required under this Agreement.



## BUSINESS ASSOCIATE AGREEMENT

- c) Business Associate agrees to comply with all applicable laws, including, without limitation, all Medicaid laws, rules, and regulations, as well as all applicable subregulatory guidance and contract provisions.
- d) Business Associate agrees to submit valid Company claims for services, if applicable, including all the fields and information needed to allow the claim to be processed without further information from the provider within timeframes for valid, accurate, encounter data submission as required under The OHA Contract.
- e) Business Associate agrees to the following obligations regarding privacy and security:
  - 1) Not to use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
  - 2) To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.
  - 3) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.
  - 4) To report to the Company any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.
  - 5) To report to the Company any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.
  - 6) To ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA,



## BUSINESS ASSOCIATE AGREEMENT

including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

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

- 7) To ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.
- 8) To provide access, at the reasonable request of, and in the time and manner designated by, the Company to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Company request an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Company unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.
- 9) Within 30 days of receiving a request by the Company, to document disclosures of PHI and information related to such disclosures in such form as would be required for the Company to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.



## BUSINESS ASSOCIATE AGREEMENT

- 10) To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Company pursuant to 45 CFR § 164.526, at the request of the Company or of the Individual concerned.
- 11) To make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company' or Business Associate's compliance with the HIPAA Regulations.
- 12) To implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Company as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.
- 13) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Company, to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Company will comply with all of the requirements of the Electronic Transactions Rule that would



## BUSINESS ASSOCIATE AGREEMENT

apply to the Company if the Company were conducting the transaction itself.

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

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

- i. Notice to the Company shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Company reasonably requests.
- ii. After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or



## BUSINESS ASSOCIATE AGREEMENT

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

16) Not to use or disclose PHI that is genetic information or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

17) Not to use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Company, subject to any conditions of such consent.

f) Business Associate agrees to the following obligations regarding oversight and auditing activities by the Company:



## BUSINESS ASSOCIATE AGREEMENT

- 1) To respond in a timely manner to and compliance with any and all requests from OHA or its designees for information or documentation pertaining to work outlined in The OHA Contract.
  - 2) To allow the Company, OHA, the State of Oregon, the Secretary of State, CMS, the HHS Inspector General, the Comptroller General, or their designees to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Business Associate (or of the Business Associate's contractors) that pertain to any aspect of services and activities performed, or determination of amounts payable under the OHA Contract.
  - 3) To make available—for purposes of an audit, evaluation, or inspection—Business Associate's premises, physical facilities, equipment, books, records, contracts, computers, or other electronic systems relating to its Medicaid members.
  - 4) To agree that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Agreement's expiration date or from the date of completion of any audit, whichever is later.
  - 5) To acknowledge that if OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Business Associate at any time.
- g) Business Associate agrees to the following regarding corrective action:
- 1) The Company may terminate this Agreement, take remedial action, and/or impose other sanctions such that the Company's rights substantively align with OHA's rights if Business Associate's performance is inadequate to meet the requirements of The OHA Contract that are pertinent to this Agreement.



## BUSINESS ASSOCIATE AGREEMENT

- 2) The Company may revoke the delegation of activities or obligations or specify other remedies in instances where the State or the Company determine that Business Associate has not performed satisfactorily regarding the terms of this Agreement.

### **3. Permitted Uses and Disclosures by Business Associate**

- a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company's own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Company.
- b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:
  - 1) The disclosure is required by Law; or
  - 2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

### **4. Obligations of the Company**

- a) The Company shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.
- b) The Company shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Company have agreed to in accordance





## BUSINESS ASSOCIATE AGREEMENT

with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

### 5. Term and Termination

- a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Company, or, if it is infeasible to return or destroy PHI, so long as protections are extended to such PHI in accordance with (c)(2).
- b) Upon the Company obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Company shall take one of the following actions:
  - 1) If the Company determines that the breach or violation is curable, the Company shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Company, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Company, the Company may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Company under the Agreement until such breach or violation is cured.
  - 2) If the Company determines that the breach or violation is not curable, the Company can immediately terminate this BAA and the Agreement.
  - 3) If the Company determines that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Company may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Company shall determine.
  - 4) In addition to the forgoing, the Company may immediately terminate this BAA and the Agreement if the Company determines that Business Associate has violated a material term of this BAA concerning the Security Rule.



## BUSINESS ASSOCIATE AGREEMENT

### b) Effect of Termination.

- 1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.
- 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

### **6. Indemnification**

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

### **7. Miscellaneous**

- a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Company to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.
- c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.



## BUSINESS ASSOCIATE AGREEMENT

- d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Company to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this BAA are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.
- e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.
- f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.
- g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.
- h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.
- i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.
- j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.



BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Business Associate Agreement to be executed on their behalf by their duly authorized representatives' signatures as of the dates set forth below.

THE COMPANY

YAMHILL COUNTY CARE ORGANIZATION

By: \_\_\_\_\_  
Seamus McCarthy, PhD

Title: President/Chief Executive Officer

Date: \_\_\_\_\_

BUSINESS  
ASSOCIATE

YAMHILL COMMUNITY ACTION PARTNERSHIP

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**Business Associate Agreement**

(Reference Section 4.4)

Yamhill County Care Organization, Inc.  
807 N.E. Third Street  
McMinnville, OR 97128

THE COMPANY

Yamhill County Health and Human  
Services Department  
627 N.E. Evans Street  
McMinnville, OR 97128

BUSINESS ASSOCIATE

This Business Associate Agreement ("BAA") is between the Company and Business Associate.

Business Associate and the Company have entered into a *Business Associate Agreement* dated August 20, 2012 ("Agreement"). This Exhibit D supersedes the Agreement reference in the immediately preceding sentence. The parties' activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Company and Business Associate is subject to provisions of the HIPAA Rules. The Company and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

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

- (a) "Agent" means an agent as used and defined under the HIPAA Rules and federal common law.
- (b) "Breach" has the same meaning as in 45 C.F.R. § 164.402.
- (c) "Designated Record Set" has the same meaning as in 45 C.F.R. 164.501.

(d) "Discovery" means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.

(e) "Effective Date" means the date first written above.

(f) "Electronic Media" means the same as in 45 C.F.R. § 160.103.

(g) "Electronic Protected Health Information" or "EPHI" means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Company.

(h) "Electronic Transactions Rules" means 45 CFR Part 162.

(i) "Fundraising" means raising funds for the Business Associate's own benefit as governed by 45 CFR § 164.514.

(j) "HIPAA Rules" means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.

(k) "Individual" means a person to which specific PHI applies.

(l) "Marketing" means the same as in 45 CFR § 164.501.

(m) "PHI" or "Protected Health Information" means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Company.

(n) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

(o) "Required by Law" mean the same as in 45 C.F.R. § 164.103.

(p) "Secretary" means the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

(q) "Security Incident" means the same as in 45 CFR § 164.304.

(r) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

(s) "Subcontractor" means the same as in 45 C.F.R. § 160.103.

(t) "Unsecured PHI" means the same as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

## 2. Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Breach at the same time its Subcontractors and Agents notify the Business Associate and the following shall apply:

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

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

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

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

### 3. Permitted Uses and Disclosures by Business Associate

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

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

(1) The disclosure is required by Law; or

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

### 4. Obligations of the Company

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

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

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

### 5. Term and Termination

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

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

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

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

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

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

(c) Effect of Termination.

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

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

## 6. Indemnification

To the maximum extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.400), Business Associate agrees to indemnify and hold harmless the Company from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this Agreement.

## 7. Miscellaneous

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

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

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

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Company to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

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

(f) The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.

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


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

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


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

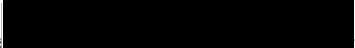
IN WITNESS WHEREOF, the parties have caused this Business Associate Agreement to be executed on their behalf by their duly authorized representatives' signatures as of the dates set forth below.

YAMHILL COUNTY CARE ORGANIZATION, INC.


By:   
Name: James D. Carlough, Jr.  
Title: Chief Executive Officer  
Date: 02 DECEMBER 2014

YAMHILL COUNTY BOARD OF COMMISSIONERS

By:   
, Chair  
Date: 12-4-14

  
Shas Hanoran-Stemer, Director  
Department of Health and  
Human Services  
Date: 12/2/14

APPROVED AS TO FORM

By:   
Christian Boenisch  
County Counsel  
Date: 12/3/14

Accepted by Yamhill County  
Board of Commissioners on  
12.4.14 by Board Order  
# 14-706