

August 21, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Participation Agreement with the Oregon Network of Community Health Centers for County Health Centers to join the Oregon Network. Agreement Value is \$242,000 for 11 years. Funding is through Health Centers' Fees for Services.  
No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No previous Board action.		
<b>Performance Clackamas</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes: Sarah Foreman	<b>Procurement Review</b>	No
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** The Health Centers Division of Health, Housing, and Human Services Department requests approval of a Participation Agreement with the Oregon Network of Community Health Centers. The purpose of this agreement is for the Health Centers Division to join the Oregon Network of Community Health Centers (ONCHC). ONCHC is a Clinically Integrated Network of, by, and for the Federally Qualified Health Centers (FQHCs) of Oregon and the communities they serve. ONCHC offers a long-term solution to improving advanced access to care and ensuring FQHC sustainability. By joining, the Health Centers Division will benefit from shared data and quality improvement resources, centralized services, and a unified voice in value-based care initiatives.

A few specific benefits of participation in ONCHC include: access to a centralized data system that allows for management of all payer VBP arrangements in one place, support for high-need patients, and shared case management and care coordination tools - this data system combines care gaps, risk adjustment gaps, non-traditional services, patient costs, and performance management all in one place; the ability to compare against peers with similar patient populations and community needs; data interoperability for comparison among CCOs, OHA, CMS, HIE, and 15 CHCs' Electronic Health Record systems; centralized QI resources; peers working together to standardize clinical workflows and implement evidence-based best practices; and data-driven, collaborative insights and knowledge transfer.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve this agreement (12212) with the Oregon Network of Community Health Centers and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

For Filing Use Only

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh

Director of Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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## PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (“Agreement”) between Oregon Network of Community Health Centers, LLC, an Oregon limited liability company (“THE NETWORK”), and Clackamas County, by and through its Health, Housing, and Human Services Department, Health Centers Division (“Participant”) is entered into as of the Effective Date below. Collectively, THE NETWORK and Participant are the “Parties.”

### RECITALS

WHEREAS, Participant operates a Federally Qualified Health Center, either supported by grants made pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. § 254b (“Section 330”) or determined by the Health Resources and Services Administration as eligible for receiving such grants (*i.e.*, “a Look-Alike”), which provides comprehensive preventive and primary care, specialty care, care management and coordination as well as enabling services that benefit the medically underserved communities in its service area, regardless of an individual’s or family’s ability to pay for such services;

WHEREAS, Oregon health centers, acting through the Oregon Primary Care Association, Inc., have established the Oregon Network of Community Health Centers, LLC (“THE NETWORK”) to pursue value-based payment (VBP) arrangements with third-party payors in which THE NETWORK would receive payment in exchange for achieving desired financial and clinical outcomes for a defined population of patients served by participating health centers;

WHEREAS, Participant desires to collaborate with other health centers in the joint governance of THE NETWORK, participate in THE NETWORK’s VBP arrangements with third-party payors, and benefit financially from successful VBP arrangements between THE NETWORK and third-party payors.

NOW, THEREFORE, THE NETWORK and the Participant agree as follows:

### SECTION 1 - DEFINITIONS

The following definitions apply to this Agreement:

1.1 Board. The Board of Managers of THE NETWORK as designated in the THE NETWORK Operating Agreement and Bylaws.

1.2 Covered Services. Those health care services and benefits which Enrollees are entitled to receive under a Payor Contract.

1.3 Clinical Standards. The clinical standards, developed on an annual basis by the Clinical Committee of THE NETWORK for Participants and approved by the Board, which have

been established for the purpose of achieving desired clinical or financial outcomes under Value-Based Contracts. Such clinical standards will align with the performance standards or metrics established by the Oregon Health Authority, and address one or more of the following topics: access, patient engagement, behavioral health, social determinants of health (SDOH) screening, care coordination, or care integration.

- 1.4 Effective Date. The date specified on the signature page of this Agreement.
- 1.5 Enrollee. Any individual entitled to Covered Services under a Payor Contract.
- 1.6 Value-Based Payment. An amount paid to THE NETWORK by a Payor under a Value-Based Contract for an applicable Performance Year.
- 1.7 Participant. An entity that has this Participation Agreement in effect.
- 1.8 Participating Provider. Physicians and other health care practitioners, including but not limited to nurse practitioners, physician assistants, clinical social workers, and other ancillary providers who furnish services by employment or contract on behalf of each Participant.
- 1.9 Payor. A coordinated care organization, health maintenance organization, preferred provider organization, insurance company, employer, managed care organization or other third-party payor that is obligated to pay for Covered Services rendered to Enrollees.
- 1.10 Payor Contract. An agreement between a Payor and a Participant whereby a Participant agrees to furnish Covered Services in exchange for payment from the Payor.
- 1.11 Value-Based Contract. An agreement approved by the Board in which THE NETWORK contracts under a value-based payment (VBP) arrangement with a Payor. A VBP arrangement may include shared savings, shared risk, pay-for-performance, or other incentives to achieve desired clinical or financial outcomes. A Value-Based Contract may also include amounts paid to THE NETWORK by a Payor for THE NETWORK to provide or arrange population health management, care management, or other activities to assist Participants achieve favorable clinical and financial outcomes.
- 1.12 Policies. Any standards, policies, or procedures jointly developed by Participants and adopted or approved by the Board.

## **SECTION 2 - PARTICIPANT OBLIGATIONS**

- 2.1 Participation Requirements. Participant shall at all times:
  - (a) operate a Federally Qualified Health Center, either supported by grants made pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. § 254b, or determined by

- the Health Resources and Services Administration as eligible for receiving such grants (*i.e.*, “a Look-Alike”);
- (b) be qualified to provide medical services, including, without limitation, employing and contracting with health care practitioners who hold a valid and unrestricted license to practice medicine in the State of Oregon;
  - (c) not be excluded from participation under any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program;
  - (d) not have affiliated or contracted with (by employment or otherwise) any employee, contractor or agent that Participant knew or should have known was or is excluded from participation in any federal health care program;
  - (e) not be party to final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), nor may any of Participant’s affiliates, employees, contractors, or agents;
  - (f) comply with any and all applicable federal and state laws, regulations and rules, CMS instructions and guidance, including, without limitation, (i) federal criminal law; (ii) the False Claims Act (31 U.S.C. § 3729 et seq.); (iii) the anti-kickback statute (42 U.S.C. § 1320a-7b(b)); (iv) the civil monetary penalties law (42 U.S.C. § 1320a-7a); and (v) the Physician self-referral law (42 U.S.C. § 1395nn); and
  - (g) be a member in good standing of the Oregon Primary Care Association, Inc.

2.2 Representations. Participant represents and warrants that it has the authority to enter into this Agreement on behalf of Participating Providers and bind Participating Providers to the applicable terms and conditions of this Agreement and, to the extent that Participant has affirmatively agreed to participate in any Value-Based Contract pursuant to Section 2.11, to the applicable terms and conditions of the addendum to this Agreement. Participant further represents and warrants that, at all times during the term of this Agreement, each Participating Provider: (a) is duly licensed and in good standing to provide the services he/she will provide hereunder; (b) has current controlled substances registrations issued by the federal Drug Enforcement Agency and the State of Oregon, which registrations have not been suspended, revoked or restricted in any manner; and (c) shall provide services in accordance with applicable standards of care, within the scope of any license, training and expertise.

2.3 Section 330 Obligations. THE NETWORK acknowledges that Participant is subject to legal requirements under Section 330 of the Public Health Service Act (42 U.S.C. § 254b) and implementing regulations (42 C.F.R. Part 51c), (jointly, “Legal Requirements”). In compliance with such Legal Requirements, THE NETWORK further acknowledges that Participant has in no manner agreed to delegate any governing board authorities or management responsibilities to THE NETWORK for defining Participant’s own scope of services, establishing Participant’s own clinical policies and procedures, or conducting oversight of Participant’s own activities. In the event that Participant cannot comply with a term or condition of a Value-Based

Contract, this Agreement, or Policies due to such Legal Requirements, Participant agrees to promptly notify THE NETWORK of such occurrence.

2.4 Clinical Standards, Policies, and Programs. If Participant agrees to participate in any Value-Based Contract as described in Section 2.11, Participant shall comply with Clinical Standards and Policies; participate and cooperate in, and cause its Participating Providers to participate and cooperate in, programs adopted by THE NETWORK for care coordination, population health management, and clinical management; and cooperate with THE NETWORK in compiling and maintaining up-to-date information regarding the names, credentials and qualifications of the Participating Providers for the proper attribution of Enrollees to THE NETWORK for purposes of each Value-Based Contract.

2.5 Joint Governance. As a health center-controlled network, Participant agrees to participate in the joint governance of THE NETWORK as set forth in the Operating Agreement, attached to this Agreement as Exhibit A. Notwithstanding the foregoing, Participant acknowledges and agrees that, as set forth in the Operating Agreement, Participants are non-equity members of THE NETWORK and shall have only those rights and obligations described in the Operating Agreement. By way of example and not of limitation, neither Participant nor the Manager appointed by Participant shall be liable for the debts, obligations, or liabilities of THE NETWORK.

2.6 Compliance with Statutes, Rules, Regulations and Policies. In the performance of Participant's obligations under this Agreement, Participant and each Participating Provider shall comply with all applicable federal and state statutes, regulations and other requirements established by Oregon, the Centers for Medicare and Medicaid Services (CMS), and the Health Resources and Services Administration (HRSA). Both parties represent and warrant that they will conduct themselves in a manner that complies with federal and state antitrust and unfair competition laws, and that they will not engage in unlawful price fixing or any unlawful collective refusal to deal.

2.7 Credentialing. Participant does, and will continue to, satisfy credentialing requirements and policies issued by the Health Resources and Services Administration, including but not limited to the credentialing and privileging requirements set forth in Chapter 5 (Clinical Staffing) of the Health Center Program Compliance Manual.

2.8 Non-Discrimination. Neither Participant nor Participating Providers shall differentiate or discriminate in any manner in accepting, or providing Covered Services, to Enrollees on the basis of race, age, color, sex, sexual orientation, ethnicity, nationality, religion, disability, place of residence, marital status, health or economic status or source of payment.

2.9 Physician-Patient Relationship. Participant shall maintain an independent physician-patient relationship with all Enrollees who are the Participant's patients and each of its Participating Providers shall exercise independent professional judgment consistent with accepted standards of medical care in rendering treatment to Enrollees.

2.10 Non-Exclusivity. Participant shall not be deemed exclusive for purposes of contracting with Payors under value-based arrangements and is free to contract independently with Payors directly or through other organizations for participation in value-based arrangements. In addition, Participant is free to contract with other organizations for purposes of participating in the Medicare Shared Savings Program (MSSP) and Oregon Health Plan.

2.11 Participation in Value-Based Contracts. THE NETWORK shall provide Participant with thirty (30) days' written notice of an opportunity for participation in a Value-Based Contract through an addendum to this Agreement ("Program Addendum"), which shall include a summary of the applicable terms and conditions of participation. To the extent permitted by contractual confidentiality obligations, THE NETWORK shall furnish a complete copy of the Value-Based Contract to Participant upon request. Prior to the conclusion of the notice period, Participant may make one or more requests that the notice period be extended by thirty (30) days, which THE NETWORK shall not unreasonably deny. Failure of Participant to respond within the applicable notice period shall constitute Participant's rejection of the Program Addendum and ineligibility for receipt of any Value-Based Payments earned by THE NETWORK under that particular Value-Based Contract. Only if Participant accepts participation by signing the Program Addendum within the applicable notice period shall Participant be obligated to participate in the particular Payor Incentive Contract. Notwithstanding the foregoing, Participant shall remain eligible to participate in other Value-Based Contracts that may be offered by THE NETWORK to Participant.

2.12 Payor Contracts. To the extent that Participant desires to participate in any Value-Based Contract, Participant acknowledges and agrees that it must establish and maintain an independent Payor Contract with that same Payor. THE NETWORK has no power to execute, negotiate, or facilitate Payor Contracts, nor authority to negotiate rates of reimbursement for services, either directly on each Participating Provider's behalf or on behalf of the Participant, under this Agreement. Participant acknowledges that each Payor has full and final responsibility and liability for payment of claims under an applicable Payor Contract. THE NETWORK is not responsible for, does not guarantee, and does not assume liability for payment of any claim for services rendered to Covered Persons, and all final decisions with respect to the payment of claims are the responsibility of the applicable Payor. Participant shall be responsible for billing and collecting any amounts owed for Covered Services provided to Enrollees in accordance with the payment methodology set forth in the applicable Payor Contract, and in accordance with applicable Payor's policies.

2.13 Fee and Fee-Related Information.

(a) Participant agrees to maintain its own independent fee structure and compensation rates for professional and other health care services. Except as provided under subsection (b), under no circumstance may Participant share or disclose fee or fee-related information with other Participants. Participant must not seek or request fee or fee-related information from any other person or entity participating in THE NETWORK.

(b) To the extent permitted by antitrust law and contractual confidentiality obligations, and upon request by THE NETWORK, Participant agrees to furnish information to THE NETWORK, or a third party retained by THE NETWORK, regarding compensation from third party payors involving value-based payment methodologies. In the event that Participant furnishes such information to THE NETWORK, or a third party retained by THE NETWORK, THE NETWORK will maintain the confidentiality of any fee or fee-related information that Participant furnishes to THE NETWORK and will not share or disclose specific fee or fee-related information to any other Participant (except as permitted by law), and will endeavor to otherwise conduct THE NETWORK operations in a lawful manner.

### SECTION 3 – THE NETWORK’S OBLIGATIONS

3.1 Scope of Authority. Participant authorizes THE NETWORK to pursue potential Value-Based Contracts and include Participant in a Value-Based Contract only if Participant has executed a Program Addendum pursuant to Section 2.11 of this Agreement. Except for the authority described in this Section 3.1, **nothing in this Agreement is intended to, or shall be construed to, constitute the delegation of contracting authority by Participant for THE NETWORK to act as Participant’s agent, representative, or broker with regard to Payor Contracts or Value-Based Contracts, or in the procurement of any goods or services on behalf of such Participant.**

3.2 No Assurance of Participation. THE NETWORK makes no representation that it or the applicable Payor will permit Participant to participate in any or all such Value-Based Contracts. Without limitation to the foregoing, THE NETWORK specifically reserves the right to offer participation only to those Participants that: (a) maintain utilization, cost and quality profiles that THE NETWORK determines are consistent with successful management of financial and clinical outcomes; (b) furnish services to a minimum number of a Payor’s Enrollees; (c) have current capacity or service availability; and (d) are likely to meet THE NETWORK’s Clinical Standards.

3.3 Administration and Communication. THE NETWORK shall perform or arrange for the timely and effective performance of all of THE NETWORK’s obligations under this Agreement, all Value-Based Contracts and Policies. THE NETWORK shall arrange for timely communication of information between and among THE NETWORK, Participant and Payor as is necessary and appropriate for the effective performance of this Agreement and any Value-Based Contract.



## **SECTION 4 - PAYMENT**

4.1 Participation Dues. The Board shall establish an amount and schedule of dues for participation in THE NETWORK annually, and submit an invoice for payment to Participant, see Exhibit C Participation Dues. In the event that Participant is delinquent in payment of dues, THE NETWORK may charge interest of 1% monthly, withhold payments otherwise due to Participant under Value-Based Payments, suspend Participant's participation in Value-Based Contracts, or terminate this Agreement.

4.2 Value-Based Payments. If financial and clinical outcomes are successfully managed under any Value-Based Contract, THE NETWORK may receive payments from Payors in accordance with the terms of such Value-Based Contracts. THE NETWORK will use or distribute such payments in accordance with the Value-Based Contract, Program Addendum, and the methodology adopted by the Board, or as the Board may otherwise determine.

## **SECTION 5 – HIPAA/CONFIDENTIALITY/PRIVACY**

5.1 Maintenance of Medical Records. Participant shall maintain adequate medical records relating to the provision of Covered Services (and other health care services) to Enrollees, in such form and containing such information as is required by applicable law and Payor Contracts. Upon appropriate request by THE NETWORK, and the receipt of any required consent, authorization or waiver by the Enrollee, Participant shall forward to THE NETWORK, in a prompt manner, any copies of clinical information pertaining to the Enrollee if Participant has agreed to participate in any Value-Based Contract.

5.2 HIPAA and Part 2 Compliance. Participant and THE NETWORK shall treat medical records and personal health information of Enrollees as confidential in compliance with all applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the regulations promulgated thereunder, including, without limitation, the privacy, security and breach notification rules, in each case, as amended from time to time and collectively referred to hereinafter as HIPAA”), and the Confidentiality of Substance Use Disorder Patient Records law, 42 USC §290dd-2 and implementing regulations set forth at 42 CFR Part 2, as applicable. Terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that for the purposes of this Section 5.2, the term electronic protected health information (“ePHI”) shall have the same meaning as set forth in 45 CFR §160.103, limited to such information created or received by THE NETWORK from or on behalf of Participant in connection with this Agreement. THE NETWORK is a “business associate” of Participant under this Agreement and the Parties agree to be bound by the Business Associate Addendum (“BA Addendum”) annexed hereto as Exhibit B. In the event that this Agreement between Participant and THE NETWORK is terminated for any reason, the terms of the BA Addendum shall continue in full force and effect, and survive the termination of this Agreement, to the extent necessary to comply with applicable state and federal confidentiality and privacy laws. If Participant is a “Part

2 program” or “lawful holder” under 42 CFR Part 2, and if THE NETWORK will receive information protected under 42 CFR Part 2 from Participant, THE NETWORK is a “qualified service organization” to such Part 2 program or a “contractor” to such lawful holder under this Agreement, and the Parties agree to be bound by the “42 CFR Part 2 Addendum” annexed hereto as Exhibit C.

5.3 Proprietary Information. Participant and THE NETWORK shall comply with all applicable state and federal laws respecting the confidentiality of financial, operating, proprietary or business information relating to this Agreement which is not otherwise public information; as well as hold in strict confidence any information specified in writing by any party hereto as confidential information. Participant and THE NETWORK shall each exercise best efforts to prevent any of their respective agents, employees or independent contractors or any other person involved in doing business with or controlled by the recipient party from disclosing or transmitting to any third party any such confidential or proprietary information obtained from the disclosing party; provided, however, that nothing herein shall prohibit a recipient party from disclosing or transmitting information to the extent necessary or appropriate under this Agreement, public records laws (e.g., sunshine laws), or as required by law or government agency, including the Health Resources and Services Administration. For purposes of this Agreement, “Confidential Information” includes, but is not limited to:

- (a) Value-based payment methodologies and criteria under any Value-Based Contract;
- (b) clinical data and information collected from Participants and Participating Providers;
- (c) clinical data and information received from Payors;
- (d) performance results regarding Participants, including Participating Providers;
- (e) business operations, practices and procedures of Participant and THE NETWORK, including staffing, strategies, financial plans and budgets, contractual relationships or terms, practice management procedures, health information technology systems and/or systems or processes related to the specific operation of a Participant.

5.4 Inspection. Participant shall permit any government agency so authorized by law to conduct a site evaluation of the premises of Participant, where applicable, in accordance with applicable law and to prepare and implement any required corrective action plan.

## **SECTION 6 – ORGANIZED HEALTH CARE ORGANIZATION**

6.1 OHCA Participation. Participant represents and warrants on behalf of itself and Participating Providers that Participant is at all times during the term of this Agreement a THE

NETWORK Participant jointly participating in quality improvement or payment activities with other THE NETWORK Participants, which arrangement constitutes an Organized Health Care Arrangement (“OHCA”) as defined by HIPAA under 45 C.F.R. § 160.103, and Participant agrees to be included in communications that publicly disclose Participant’s participation in the OHCA.

6.2 OHCA Policies and OHCA Procedures. Participant agrees to abide, and shall ensure that its employees, agents and subcontractors abide, by all HIPAA policies, procedures, standards and rules established, and amended from time to time, by the THE NETWORK for purposes of the OHCA.

6.3 Notice of Privacy Practices. Participant represents and warrants that the Notice of Privacy Practices distributed to Enrollees will describe Participant’s participation in the OHCA and include the then current list of THE NETWORK Participants, or classes of THE NETWORK Participants, as provided by THE NETWORK, which notice shall also comply with all other applicable requirements of HIPAA. Participant agrees to distribute and maintain copies of such notice in accordance with the requirements of HIPAA.

6.4 Disclosure of PHI. If Participant agrees to participate in any Value-Based Contract as described in Section 2.11, Participant agrees, to the extent permitted under applicable state law, that Participant may, in accordance with the “minimum necessary” and other applicable requirements of HIPAA, disclose an Enrollee’s PHI to other THE NETWORK Participants for the payment and health care operations purposes of the THE NETWORK to Participants or the OHCA, without first obtaining authorization from the affected Enrollee, as permitted by 45 C.F.R. § 164.506.

## **SECTION 7 - TERM AND TERMINATION**

7.1 Term/Renewal. This Agreement shall be effective as of the date of execution for an initial five (5)-year term with the option for two (2) additional three-(3) year renewals thereafter subject to the mutual agreement of the parties.

7.2 Immediate Termination. Participant agrees that THE NETWORK may terminate this Agreement immediately in the event that:

(a) Participant no longer meets the definition of a Federally Qualified Health Center as described in Section 1905(l)(2)(B) of the Social Security Act, 42 U.S.C.

§ 1396d(l)(2)(B).

(b) Participant is no longer eligible to participate in federal health care programs.

7.3 Termination for Material Breach. Either party may terminate this Agreement with thirty (30) days prior written notice if the other party materially breaches its obligations under this Agreement and such breach is not cured to the satisfaction of the non-breaching party within the same thirty (30) day notice period. In addition, THE NETWORK may require that Participant be terminated from this Agreement (and Participant agrees to such termination) upon thirty (30) days prior written notice by THE NETWORK if Participant materially breaches its obligations and such breach is not one of those set forth in Section 7.2 above, provided such breach is not cured to the satisfaction of THE NETWORK within the same thirty (30) day period. The notice of breach shall describe the claimed breach with reasonable specificity.

7.4 Rights and Obligations Upon Termination or Expiration. In the event of termination or expiration of this Agreement, Participant shall no longer participate in any Value-Based Contract that Participant had affirmatively agreed to participate in by execution of a Program Addendum. Termination or expiration of this Agreement shall have no automatic bearing on Participant's independent contract with Payor for reimbursement of services described in Section 2.12. Any provision of this Agreement that could be reasonably construed as subject to survivability shall survive the termination or expiration of this Agreement and shall be enforceable according to its terms for a reasonable time period thereafter.

7.5 Termination Without Cause. Unless otherwise modified by any duly-executed Program Addendum, Participant may terminate this Agreement at any time with at least ninety (90) days prior written notice to the THE NETWORK. Upon receipt of Participant's notice of termination, THE NETWORK and Participant may establish an earlier date of termination.

## **SECTION 8 - NOTICES**

Whenever notice is required to be given under the terms of this Agreement, it shall be given in writing, either delivered by email, fax, hand delivery or by certified mail, at the addresses indicated on the signature page of this Agreement. If notice is given by email, fax or hand delivery, notice shall be deemed given upon confirmation of receipt. If notice is given by certified mail, notice shall be deemed given three days after the date of mailing. Each party shall notify the other promptly of any change in address in accordance with the notice provisions of this Section 8.

## **SECTION 9 - MISCELLANEOUS**

9.1 Relationship to Value-Based Contracts. The provisions of this Agreement are subject to the terms of any Value-Based Contract that have been incorporated under a duly-executed Program Addendum. In the event of any conflict, or claimed conflict, between this Agreement and an incorporated Value-Based Contract, the Value-Based Contract shall be controlling.

9.2 Relationship of the Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish a partnership, joint venture, employer/employee, franchise or

fiduciary relationship between THE NETWORK and Participant. Neither THE NETWORK nor Participant shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

9.3 Insurance. The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9.4 Limitation of Liability. In no event shall Participant incur any liability under any Value-Based Contract, regardless of whether Participant participates in the Value-Based Contract or has declined participation pursuant to Section 2.11 of this Agreement. THE NETWORK shall defend, indemnify and hold harmless Participant and its officers, employees and agents from all third-party claims arising under any Value-Based Contract, including third-party claims arising from wrongful acts or omissions, breach of this Agreement by Participant, or violation of applicable Law by Participant. In no event shall THE NETWORK or Participant be liable (whether in an action in negligence, contract, tort or based on a warranty claim or otherwise) for any indirect, incidental, special or consequential damages incurred by either of them or any third party, even if that party has been advised of the possibility of such damages.

9.5 Dispute Resolution. In the event a dispute between or among any parties arises out of or is related to the Agreement, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

9.6 Entire Agreement. This Agreement, inclusive of exhibits, Schedules, and attachments, constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all matters herein referred to, and supersedes all previous discussions, promises, representations, and understandings, whether either oral or written, among the parties.

9.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' heirs, successors, assigns and representatives. This Agreement may not be assigned, nor the duties hereunder delegated, by either party without the other party's written consent. ,

9.8 Amendment. This Agreement may be amended only in writing when signed by a duly authorized representative of each party. If the event that Participant does not agree to a

proposed amendment that has been approved by THE NETWORK's Board of Managers, THE NETWORK may terminate this Agreement with thirty (30) days' prior written notice to Participant.

9.9 Severability. Should any provisions of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless its continued validity and enforcement would defeat the purpose of this Agreement. Notwithstanding the foregoing, the parties agree to modify this Agreement if either party reasonably determines that such modification is required in order to comply with any change in applicable laws or regulation or the official interpretation thereof. If the parties are unable to agree upon a modification, either party may terminate the Agreement by thirty (30) days advance written notice to the other.

9.10 Default. In lieu of resolving a dispute under Section 9.5 of this Agreement, a party may declare a default under this Agreement if the other party fails to comply with any provision hereunder within ten (10) days after the party gives notice specifying the nature of the breach. If the breach identified in the notice cannot be completely cured with the ten (10) day period, no default shall occur if the party receiving notice begins curative action within the ten (10) day period and proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable. If the breach is not cured or curative action taken as provided herein, the non-breaching party may immediately terminate this Agreement and cease performance hereunder.

9.11 Waiver. The failure by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later time. Any waiver of the breach of any term or condition of this Agreement by either party shall not be a continuing waiver and shall not operate to bar the waiving party from claiming a breach of this Agreement for any subsequent breach hereunder. Neither THE NETWORK nor Participant may waive compliance with any of the terms or obligations of this Agreement unless such a waiver is reduced to writing and signed by both parties. Waiver of compliance with any provision of this Agreement shall not be deemed to waive compliance with any other provisions hereof.

9.12 Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of Oregon, without regard to conflict of law principles.

9.13 Counterparts. This Agreement shall be executed in duplicate original, and all notices and amendments made as provided herein shall be made in duplicate and attached to the respective duplicate originals. Both duplicate originals shall together constitute one and the same instrument.

9.14 No Attorney Fees. In the event any action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

**OREGON NETWORK OF COMMUNITY HEALTH CENTERS, LLC**

By: Carla Jones

Printed Name: Carla Jones

Title: Network Director

333 SW 5th Ave, Suite 250

Portland OR 97204

**PARTICIPANT**

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**  
**OPERATING AGREEMENT**

# COMMUNITY HEALTH CENTER NETWORK OF OREGON, LLC

## An Oregon Limited Liability Company

### OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") of Community Health Center Network of Oregon, LLC, an Oregon limited liability company (the "Company"), is made and entered into as of the first day of SEPTEMBER 2020 (the "Effective Date"), by Oregon Primary Care Association, an Oregon nonprofit public benefit corporation, as the sole Member.

### RECITALS

A. The undersigned party has caused the Company to be organized as a limited liability company under the laws of Oregon by the filing of articles of organization on AUG. 7<sup>TH</sup>, 2020 with the Oregon Secretary of State.

B. The undersigned party desires to advance health equity by operating a network that contracts under value-based arrangements with coordinated care organizations, health maintenance organizations, preferred provider organizations, insurance companies, employers, managed care organizations and other third-party payors on behalf of Oregon health centers.

C. Oregon health centers participating in the Company's activities will execute an agreement with the Company.

C. The undersigned party desires to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted as described below.

### ARTICLE I DEFINITIONS

The following capitalized terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

**"Articles of Organization."** The Articles of Organization of the Company, as filed with the Oregon Secretary of State as the same may be amended from time to time.

**"Board."** The Board of Managers that manages the business and affairs of the Company.

**"Board Members."** All of the individuals serving on the Board of Managers as either Class A or Class B Managers.

**"Company."** Community Health Center Network of Oregon, LLC.

**“Manager.”** An individual appointed to serve on the Board of Managers as a Class A or Class B Manager, as provided in this Operating Agreement, but does not include any person who has resigned, been removed by the Board, or whose appointment has been withdrawn.

**“Member.”** Oregon Primary Care Association, Inc.

**“Oregon Act.”** The Limited Liability Company Act in effect in the State of Oregon (Chapter 63, Oregon Revised Statutes), as amended from time to time.

**“Operating Agreement.”** This Operating Agreement, as originally executed and as amended from time to time.

**“Participating Provider.”** An organization that has a Participation Agreement with the Company in effect.

**“Participation Agreement.”** An agreement between an organization and the Company whereby the organization agrees to participate in the Company’s activities.

**“Quorum.”** A majority of the Managers, which is necessary for the transaction of business at a meeting.

## **ARTICLE II FORMATION OF COMPANY**

**II.1 Formation.** The Company was formed as an Oregon limited liability company by the filing of Articles of Organization with the Oregon Secretary of State.

**II.2 Purpose.** The purpose of the Company is to advance health equity through the operation of a network that contracts with coordinated care organizations, health maintenance organizations, preferred provider organizations, insurance companies, employers, managed care organizations and other third-party payors under value-based payment arrangements. The Company shall conduct its activities to promote the charitable and educational purposes of the Member within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, and for the purposes in which the Member was organized. The Company shall have all powers reasonably necessary to give effect to its purpose.

**II.3 Agreement; Effect of Inconsistencies with Oregon Act.** This Agreement will be the sole source of the relationship between the Member and the Company with respect to the matters set forth herein, and, except to the extent a provision is expressly prohibited or ineffective under the Oregon Act, this Agreement will govern, even when inconsistent with, or different than, the provisions of the Oregon Act or any other applicable law. To the extent any provision of this Agreement is prohibited or ineffective under the Oregon Act, this Agreement will be considered amended to the smallest degree possible in order to make such provision effective under the Oregon Act. If the Oregon Act is subsequently amended or interpreted in such a way as to validate a provision of this Agreement that was formerly invalid, such provision will be considered to be valid from the effective date of such interpretation or amendment.

**II.4 Principal Place of Business.** The principal place of business of the Company shall be 333 SW 5th Ave, Suite 250, Portland OR 97204.

**II.5 Registered Office and Registered Agent.** The Company's registered office shall be 333 SW 5th Ave, Suite 250, Portland OR 97204. The registered agent at that address is the Oregon Primary Care Association.

**II.6 Title to Assets.** Title to any assets acquired by the Company shall be held solely in the name of the Company. The Managers or its delegate shall execute, acknowledge, file and record such documents and instruments as may be necessary to reflect the Company's ownership of such property in such public offices as may be deemed necessary or appropriate by the Managers.

**II.7 Duration.** The Company will have perpetual existence until it is dissolved and its affairs wound up upon the first to occur of: (a) the written election of the Member, or (b) the dissolution of the Company pursuant to Article VIII below or an entry of a decree of judicial dissolution pursuant to the Oregon Act.

### **ARTICLE III MEMBERSHIP**

**III.1 General.** Oregon Primary Care Association, Inc. is the sole Member of the Company and holds one hundred percent (100%) of Membership Interests, as defined in the Oregon Act.

**III.2 Member Authority.** At all times, the Member shall act through its Board of Directors, except in matters expressly delegated in writing to individuals or agents as permitted by law.

**III.3 Powers of Member.** In addition to any other actions for which approval by the Member is required by this Agreement, each of the following actions by or for the Company, whether taken directly by the Company or indirectly through a subsidiary or other person or entity, shall require the prior written consent of the Member:

- (a) amendments to the Articles of Organization or this Agreement, including, without limitation, any amendment or change in the Company's purposes;
- (b) change of the control of the Company or merger, consolidation, conversion, or dissolution of the Company;
- (c) sale, lease, exchange, mortgage pledge or other transfer or disposition of all, or substantially all, of the Company's property, with or without goodwill;
- (d) formation or acquisition of new subsidiaries or sale of existing subsidiaries by or of the Company;
- (e) incurring indebtedness other than in the ordinary course of the business of the Company;

- above;
- (f) engaging in business unrelated to the purpose described in Section II.2
  - (g) non-budgeted expenditures and incurrence of indebtedness in excess of \$50,000 in any single transaction;
  - (h) filing for bankruptcy;
  - (i) admitting additional Members to the Company; and
  - (j) actions that would adversely impact the tax-exempt status of the Member.

## **ARTICLE IV MANAGEMENT**

### **IV.1 Management.**

(a) Board of Managers. The business and affairs of the Company shall be managed by a Board of Managers. Except for those powers reserved to the Member under Article III, the Board of Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

(b) Powers. The Board shall have the following powers in addition to those other powers enumerated in this Agreement and those permitted by law:

(i) To select and remove the Company's officers and agents, and to prescribe such powers and duties for them as may be consistent with law, the Company's Articles of Organization, and/or this Agreement; and, when necessary;

(ii) To conduct, manage, and control the Company's affairs and activities, and to adopt such policies and procedures therefore as may be consistent with law, the Company's Articles of Organization, and/or this Agreement, as it deems best;

(iii) To borrow money and incur indebtedness for the Company's purposes, and to cause to be executed and delivered therefore, in the Company's name such promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and/or other evidences of debt and securities as required therefore;

(iv) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

(v) To assume any obligations, enter into any contracts, or other instruments, and to do any and all other things incidental to or expedient for attainment of, or in furtherance of, the Company's purposes; and

(vi) To determine the formula for distribution of any revenue earned by the Company for its activities.

(c) Composition. The Company shall have a Board of Managers consisting of no more than twenty-five (25) Managers.

(i) Class A Managers. The Member may appoint one individual to serve as the Class A Manager. This right of appointment is non-transferable. If the Member determines that a second Class A Manager is desirable to represent its interests, then the Member may appoint an additional individual to serve as a second Class A Manager. In the event that any Class A Manager is affiliated with an organization that has appointed an individual to serve as a Class B Manager, then that Class A Manager shall be non-voting. Class A Managers shall serve until resignation or removal by the Member.

(ii) Class B Managers. Each organization that has executed a Participant Agreement, is in compliance with all material terms of such Participation Agreement, and that is an organizational member in good standing of the Oregon Primary Care Association, Inc. may appoint one Class B Manager. The individual shall be the chief executive officer, or permanent designee, of the organization, provided that if the organization appoints an individual who is not the chief executive officer as the Class B Manager, the individual must hold an executive position (e.g., chief financial officer, chief operating officer, chief clinical officer, or chief medical officer), the chief executive officer must designate the individual in writing as the organization's permanent designee, and attest that the individual has decision-making authority to act on behalf of the organization without requiring that individual to secure approval from the chief executive officer in advance of decisions. Class B Managers shall serve until resignation or removal, as described below.

**IV.2 Resignation and Removal.** Any Manager may resign effective upon giving written notice to the Chair or Secretary, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be appointed before the resignation becomes effective so that the successor can take office when the resignation becomes effective. Any Manager may be removed by the Board in the event that:

(a) the organization appointing the Class B Manager is no longer a Participating Provider, is not in compliance with all material terms of such Participant Agreement, or is not a member in good standing of the Oregon Primary Care Association, Inc.;

(b) the individual appointed as a Class B Manager is removed, for any reason or for no reason, from his or her executive position; or

(c) for cause, including when a Manager misses three (3) consecutive, or three (3) out of five (5), Board or assigned committee meetings.

**IV.3 No Entitlement to Vote.** A Manager shall not be entitled to vote or participate in the business of the Company:

- (a) When the Manager resigns from the Board of Managers;
- (b) When the Participating Provider that has appointed the Class B Manager is notified that its Participation Agreement with the Company will be terminated or has been terminated; or
- (c) When the Participating Provider that has appointed the Class B Manager notifies the Company that it intends to terminate its Participation Agreement with the Company.

**IV.4 Voting.** Except as otherwise provided in this Agreement, the decision of the majority of Managers present, in person or by proxy, and voting at a meeting in which there is a Quorum shall prevail and be the decision of the Company with respect to any matter which requires the determination, consent, approval or agreement of the Board of Managers. Managers will exercise, in person or by proxy, one vote on each issue before the Board. A proxy may only be granted by a Manager to another Manager within the same class, i.e., a Class A Manager may grant a proxy to another Class A Manager but not to a Class B Manager.

**IV.5 Action without Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all Managers are notified no less than twenty-four (24) hours in advance of the deadline to vote and all votes by Managers are in favor of the action, provided that a majority of Managers participate in voting of the action. Such acts shall have the same effect as a unanimous vote of the Board at a meeting at which a Quorum is present and shall be filed with the minutes of the proceedings of the Board.

**IV.6 Dealings with Managers.** The fact that a Manager or any officer, director, employee, partner, consultant or agent of a Manager is directly or indirectly interested in or connected with any person, firm or corporation engaged or employed by the Company to render or perform a service, or from or to whom the Company may have other business dealings, shall not prohibit the Company from engaging or employing such person, firm or corporation or from dealing with such person on customary terms and at competitive rates of compensation, and neither the Company nor any Manager shall have rights in or to any income or profits derived therefrom, provided that any actual or apparent conflict of interest is disclosed to the Company's Board of Managers consistent with Section VI.2 of this Operating Agreement, and provided further that this Section IV.6 shall not operate to permit any act which is a violation of any applicable law.

**IV.7 No Power to Act for Company.** Unless such authority is approved, in writing, by the Board of Managers in advance, no Manager has the authority or power to act for or on behalf of the Company or any other Manager, to do any act that would be binding on the Company, any other Manager, or to incur any debt or make any expenditure on behalf of the Company, any other Manager.

**IV.8 Indemnity of the Managers.** To the fullest extent permitted by applicable law, the Company shall indemnify each Manager (individually, an "Indemnatee," and collectively, the

“Indemnitees) arising from any loss, damage, claim or demand, in connection with the Indemnatee’s status as a Manager of the Company, the Indemnatee’s participation in the management, business and affairs of the Company, or the Indemnatee’s activities on behalf of the Company, unless such activities constitutes grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law or authority granted to the Manager by contract or policy. The Company may make advances to the Indemnatee for expenses arising from any such indemnification. Each Manager shall act in a manner he or she believes in good faith to be in the best interest of the Company. A Manager is not liable to the Company, Member, or Managers for any action taken in managing the business or affairs of the Company if he or she performs the duty of his or her office in compliance with the standard contained in this Section.

**IV.8 Bylaws.** Upon a two-thirds majority vote, the Board of Managers shall establish bylaws, consistent with law, the Company’s Articles of Organization, and this Agreement, to assist the Board in carrying out its obligations under this Article IV. Such bylaws may establish officers and committees of the Company, and qualifications thereof, as well as other matters. Upon a two-thirds majority vote, the Board may amend those bylaws without the consent of the Member, provided that any amendment is inconsistent with law, the Company’s Articles of Organization, and this Agreement.

## **ARTICLE V ASSIGNMENT AND WITHDRAWAL**

**V.1 Assignment Generally.** The interest of the Member may be sold, exchanged, conveyed, pledged, encumbered, transferred, or otherwise assigned.

**V.2 Withdrawal.** The Member shall not withdraw from the Company unless the Member has assigned its interest in the Company to a new Member. Unless decided otherwise, the withdrawal shall be effective at the close of the calendar month following expiration of the ninety (90) day notice period. If the Member withdraws from the Company, such action shall not be considered a breach of this Agreement. Notwithstanding anything to the contrary provided herein, the uncoerced cessation of a Member’s operation shall be deemed to be a voluntary withdrawal of such Member from the Company, and such voluntary withdrawal shall be effective as of the date of cessation of such Member.

## **ARTICLE VI MEMBER AND MANAGER RIGHTS AND OBLIGATIONS**

**VI.1 Limited Liability.** No Member or Manager shall be liable for the debts, obligations, or liabilities of the Company, including but not limited to any debts, obligations, or liabilities under a judgment, decree, or order of a court. The Company shall at all times maintain appropriate insurance, including coverage of Managers and officers of the Company.

**VI.2 Conflict of Interest Policy.** No contract or other transaction between the Company and one or more of Managers, or between the Company and the Member or other entity in which the Member or Managers are managers, directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that any such Manager is present at the meeting of the Managers which approves such



contract or transaction, or that his, her, or its votes are counted for such purpose: (a) if the material facts as to such Manager's interest in such contract or transaction and as to any such common managership, directorship, officership or financial interest are disclosed in good faith or known to the Managers, and the Managers approve such contract or transaction by a vote sufficient for such purpose without counting the vote of such interested Manager or, if the votes of the disinterested Managers are insufficient to constitute an act of the Managers by unanimous vote of the disinterested Managers; or (b) if the material facts as to such Manager's interest in such contract or transaction and as to any such common managership, directorship, officership or financial interest are disclosed in good faith or known to the Managers entitled to vote thereon, and such contract or transaction is approved by vote of such Managers. Notwithstanding the foregoing, because it is contemplated that the Member may enter into contracts or other transactions with the Company in the ordinary course of the Company's lawful activity set forth in Section III.1 of this Agreement that will be substantially similar in form and substance to contracts or transactions entered into between the Company and unrelated persons or entities in furtherance of such lawful activity, such contracts or transactions with the Member shall be deemed to have been approved under this paragraph and to be fair and reasonable to the Company.

## **ARTICLE VII CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS**

**VII.1 Capital Contributions.** The Member may contribute funds through Capital Contributions. Capital Contribution shall mean any contribution to the capital of the Company by the Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

**VII.2 Funding.** The fiscal requirements of the Company will be met either by Capital Contributions or loans by the Member to the Company or by participant dues paid by Participating Providers as approved by the Board of Managers. Loans will not be treated as a Capital Contribution, but as debts to the Member.

**VII.3 Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Member.

**VII.4 Distributions.** If the Company earns revenue from third-party payors as a result of the Company's business, such revenue will first be distributed under a methodology approved by the Board of Managers. Any amounts not distributed will be retained by the Company as a distribution to the Member, but subject to holding funds in reserve to satisfy future budgetary or legal requirements, as determined by the Board.

## **ARTICLE VIII DISSOLUTION AND TERMINATION**

**VIII.1 Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

- (a) the adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings;
- (b) the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within 90 days);
- (c) the filing against the Company of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within 90 days);
- (d) a general assignment by the Company for the benefit of creditors;
- (e) the voluntary claim (by the Company) that it is insolvent under any provisions of the Bankruptcy Code (or any state insolvency statutes);
- (f) the appointment for the Company of a temporary or permanent receiver, trustee, custodian, or pursuant to an order of sequestration, and such receiver, trustee, custodian, or person appointed pursuant to sequestration is not dismissed within 90 days;
- (g) the consent of the Member; or
- (h) At such time that the Company has no Members.

No other event shall cause the Company to dissolve. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Act.

### **VIII.2 Winding Up, Liquidation and Distribution of Assets.**

- (a) Upon dissolution, a person or entity selected by the Member (the “Liquidator”) immediately shall proceed to wind up the affairs of the Company as provided by the Oregon Act.
- (b) If the Company is dissolved and its affairs are to be wound up, the Liquidator shall:
  - (i) Sell or otherwise liquidate all of the Company’s assets as promptly as practicable (except to the extent the Liquidator may determine to distribute any assets to the Member in kind);
  - (ii) Allocate any profit or loss resulting from such sales to the Member in accordance with this Article;

(iii) Discharge all liabilities of the Company, including liabilities to the Member, to the extent otherwise permitted by law, other than liabilities to the Member as distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company;

(iv) Distribute the remaining assets to the Member and Participating Providers, either in cash or in kind; and

(v) If any assets of the Company are to be distributed in kind, the net fair market value of such assets shall be determined by independent appraisal or by agreement of the Member. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

**VIII.3 Return of Capital Contributions and Participant Dues.** If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return Member's Capital Contributions and participant dues paid by one or more Participating Providers, Member and Participating Providers shall have no recourse against the Company.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**IX.1 Creditors.** None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any person not a party hereto.

**IX.2 Amendments.** Any amendment to this Operating Agreement shall be made only by the written action of the Member and the Company.

**IX.3 Applicable Law.** All questions concerning the construction, validity, and interpretation of this Operating Agreement and the performance of the obligations imposed by this Operating Agreement shall be governed by the internal law, not the law of conflicts, of the State of Oregon and applicable federal law.

**IX.4 Article and Section Captions.** The headings and captions used in this Operating Agreement are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Operating Agreement or the intent of the provisions hereof.

**IX.5 Binding Provisions.** This Operating Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

**IX.6 Severability of Provisions.** Each provision of this Operating Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Operating Agreement which are valid.

**IX.7 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

## **ARTICLE X ALTERNATIVE DISPUTE RESOLUTION**

All claims, disputes and other matters in question arising out of or relating to this Operating Agreement or the breach hereof shall first be the subject of direct, good faith negotiations by the respective parties, such negotiations to be held within twenty (20) days of demand therefore by any party to the dispute. Each party shall prepare a detailed statement of its position on the subject matter of the dispute. If such direct negotiations do not resolve the matter, then the dispute shall be submitted for non-binding mediation. The parties shall mutually agree upon and appoint a mediator within ten (10) days following a demand therefore by any party, and if no such mediator is agreed upon and appointed by the parties within the aforesaid time period, then either party may submit the matter for mediation to the Alternative Dispute Resolution Service of the American Health Lawyers Association. The parties shall equally share all costs and expenses of such mediator. If the parties do not come to an agreement within sixty (60) days after the commencement of such mediation, then the dispute shall be decided by binding arbitration by an arbitration panel of three persons under the auspices of and in accordance with the Rules of the Alternative Dispute Resolution Service of the American Health Lawyers Association, with venue in Portland, Oregon. The award rendered pursuant hereto shall be final and binding and may include an allocation of the costs and expenses of arbitration, and judgment may be entered in any court or courts having jurisdiction over any party to this Operating Agreement or their assets. The award of the arbitration panel shall not be in violation of the terms of this Operating Agreement or of applicable law.

The parties have executed this Agreement as of the Effective Date.

### **COMPANY:**

COMMUNITY HEALTH CENTER NETWORK OF OREGON, LLC



Printed Name: Blain A. West

Chairperson or Title: Chair

### **MEMBER:**

OREGON PRIMARY CARE ASSOCIATION, INC.



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Printed Name: Joan Watson-Patko

Chief Executive Officer or Title: Executive Director

Board Approved

## EXHIBIT B

### PARTICIPATION DUES

The Oregon Network of Community Health Centers (The Network) is a "health center controlled, clinically integrated network" created and governed by health centers in Oregon. The Board of Managers approves the participation dues methodology annually as part of the fiscal budget approval. The fiscal year begins April 1<sup>st</sup> and ends March 31<sup>st</sup>. To cover the board-approved Network operating expenses for FY2025, the Network Board approved the following participant due structure and amounts:

1. An annual flat rate of \$5,000.00
2. A differentiated payment based on the number of 2023 UDS Medicaid lives reported by participant, multiplied by a per member per year amount of \$1.2578.

$$\$5,000 + (2023 \text{ UDS Medicaid lives} * \$1.2578)$$

#### FY 2025 Participant Dues

HEALTH CENTER NAME	2023 Medicaid Patient Served (Table 4 Line 8)	One Time Flat Rate - Fixed for all Participants	Per Member Per Year Cost Rate	Total Amount Due
Clackamas County Health Services	12,759	\$ 5,000.00	\$ 1.2578	\$ 21,048.27

The participation dues methodology is subject to change annually upon Network Board approval. The goal of the Network is to reduce participation fees year after year by bringing in other sources of funding. Participation fees have decreased by over 50% over the last four years.

## EXHIBIT C

### QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into upon signature (“Effective Date”) by and between Clackamas County, on behalf of its Department of Health, Housing and Human Services, Health Centers Division (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and Oregon Network of Community Health Centers, LLC (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

#### RECITALS

**Whereas**, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

**Now, Therefore**, the parties hereby agree as follows:

#### SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.

- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 "Program" shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.14 "Qualified Service Organization" shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;



- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI.  
Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;

- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

### **SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.

- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
  - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
  - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. By notice in plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
  - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

## SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**  
*Oregon Network of  
Community Health Centers, LLC*

**Covered Entity**  
*Clackamas County*

By: *Carla Jacobs*  
Signature Authority

Title: *Network Director*

Date: *7/23/2025*

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

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