Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Origami Risk LLC. to
Provide and Implement a Risk Management Information System.

Purpose/ Outcomes	Execution of the contract between the Clackamas County, Department of Human Resources (Risk & Safety Division) and Origami Risk LLC.
Dollar Amount and Fiscal Impact	The total not-to-exceed amount is for the three (3) year contract is $266,120.00. The contract includes the ability to extend on a year-to-year bases for the ongoing licensing, maintenance, and support services that are needed so long as Clackamas County continues to use the system. This is estimated to be a ten (10) year time horizon with a maximum amount of $966,120.00.
Funding Source	761-0110-00-437231 (Fund 761 – Risk Management Fund)
Duration	Contract execution through January 31, 2022.
Previous Board Action	N/A
Strategic Plan Alignment	Effectively tracking and managing our risks most closely aligns with the strategic goal of building public trust through good government.
Contact Person	Eric Machado, Risk Manager, 503-655-8576

Background:
The County's existing risk management system (RIMS) is dated and ineffective for our current needs. An updated RIMS will allow for greater efficiency in claims handling, better data analytics and data driven decision-making, improved reporting capability and compliance, and more focused loss prevention efforts, all of which will help the County's Risk and Safety Division mitigate exposure and drive down costs across the organization. Recognized as a leading software solution in the risk management field, Origami Risk LLC has partnered with local governments throughout our region to provide a risk management information system (RIMS). Clackamas County's Risk and Safety Division has identified this system as the one that would best fit the County's current needs now, as well allow for flexibility and growth into the future.

Procurement Process:
Whereas Multnomah County executed a contract with Origami Risk LLC that meets all standards, this contract falls under cooperative purchasing procurement authority. This authority is in accordance with LCRB C-046-0430. County Counsel has approved this contract.

Recommendation:
Staff respectfully recommends the Board of County Commissioners approve the attached three (3) year contract, including the ability to extend the contract for up to ten (10) years as described in the Dollar Amount and Fiscal Impact Section of this document.

Respectfully submitted,

Evelyn Minor-Lawrence, Director

Placed on the Agenda of _____ by the Procurement Division.

<u>**STATEMENT OF WORK**</u>

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for Clackamas County ("Client").

WHEREAS, Origami entered into an agreement to provide and implement a risk management information system (RMIS), dated June 21, 2017 (the "Multnomah Contract"); and

WHEREAS, Origami and Client wish to enter into an agreement for Origami to provide Client with a risk management information system (RMIS) as set forth in this SOW on the same terms and conditions as the Multnomah Contract.

<u>**AGREEEMENT**</u>

Except as otherwise modified herein, Origami grants use of the RMIS system to the Client under the terms and conditions of the Multnomah Contract, and Exhibits thereto, which are hereby incorporated by this reference herein.

<u>**MODIFICATIONS TO MULTNOMAH CONTRACT**</u>

1. Any reference to Multnomah Contract in the Multnomah Contract shall instead be deemed to refer to Client for the purposes of this SOW. To the extent that this SOW conflicts with any provision of the Multnomah Contract, the provisions of this SOW shall govern.

2. The parties agree that this SOW will apply to the services provided to the Client, and Exhibits 3 and 4 of the Multnomah Contract shall be replaced in their entirety by this SOW (including the Pricing Detail attached hereto as Exhibit A).

3. The Oregon Governmental Contracting Addendum is hereby incorporated by reference and attached as "Exhibit B".

4. The parties agree that the Business Associate Agreement, attached hereto as "Exhibit C", will replace Exhibit 6 of the Multnomah Contract in its entirety.

This SOW shall become effective upon signature of both parties. Unless earlier terminated or extended, this SOW shall expire on January 31, 2022. However, such expiration shall not extinguish or prejudice either party's right to enforce this SOW with respect to: (a) any breach of a warranty; or (b) any default or defect in performance that has not been cured. This SOW may be extended if Origami issues a quote to the Client to extend this SOW and the Client issues a purchase order to extend the SOW. This SOW may continue to be extended thereafter using the aforementioned process until either party elects not to extend the SOW.

PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) to Client's Risk Management team to ensure accurate and consistent tracking and reporting of Client's claims/incidents, policies, and locations.

Project Priorities: The immediate priorities focus on the following areas: (i) convert and load data from previous claim data, in order to turn off previous system and maintain the current monthly claim report

distribution to operational mangers currently accomplished; (ii) build out Claims Administration and Workflows; and (iii) implement incident collection from the field.

> (i) Convert and load data from previous system.
> Origami will load the Client's previous claim data and import into Origami Risk. This process requires the receipt of timely and accurate data from the Client, and requires collaboration between Origami and Client to evaluate and resolve data anomalies uncovered throughout the conversion process.

> (ii) Claims Administration
> Origami will work with Client to configure and deploy the standard claim administration features of Origami Risk to empower Client's Adjusters at locations throughout the hierarchy to manage workers compensation claims as well as other coverages. Origami and Client will collaborate on the layout of the question sets for each type of claim along with any workflows which may be triggered by the creation or edit of such incident records.

> (iii) Incident Collection
> Origami will work with Client to configure and deploy the standard incident collection features of Origami Risk to empower Client's professionals at locations throughout the hierarchy to report incidents directly. Origami and Client will collaborate on the layout of the question sets for each type of incident along with any workflows which may be triggered by the creation or edit of such incident records.

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement Origami and to provide ongoing production support to Client's Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have access to configuration tools in Origami Risk and shall have final responsibility for all configurations contemplated by the Implementation and Support sections in this SOW or otherwise created by or for Client or Client's Users in Origami Risk (including, without limitation, forms, dashboards and interfaces). For all such configurations, Client shall be responsible for functionality, usability and access rights for data used by such configurations

LICENSES

User Licenses

License	Quantity	Description
Full User	**(6) Six**	These licenses have access to all the capabilities and features of Origami Risk, including claims adjusting for non-workers compensation claims. Features excluded include features utilized for adjusting Work Comp claims such as calculating indemnity benefits, FROI/SROI reporting and except for those features listed within the Extended Functionality Licenses section below.

Light User	**(0) Zero**		These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the system. Light Users do not have access to the Administration features, and do not have access to those features listed within the Extended Functionality Licenses section below.
Claims Adjusting User	**(3) Three**		These licenses have access to all the features and capabilities of Origami Risk, except those features listed within the Extended Functionality Licenses section below.

Extended Functionality Licenses

License	Selected	Quantity	Description
Enterprise Wide Record Entry	Yes	Up to **(1,000) records** added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Secure Email License	No	Up to **(0) Secure Emails** sent per month	This license enables Origami Risk's secure email functionality, which provides password protected hosting for email communications from and to Origami Risk.
Enterprise Values Collection	No	**(0) Zero Users**	These licenses allow Client's representatives in the field to enter data through Origami's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data as required by Client.
ODG Integration User	No	**(0) Zero Users**	This license enables Origami Risk's integration with ODG's Return to Work guidelines. This feature may only be utilized by Claims Adjusting Users and Full Users. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes. Client understands and agrees that Origami makes no representations or warranties with respect to the data provided by ODG. In no event shall Origami be liable for any damages in connection with data provided by ODG or for any acts or omissions of ODG.
OCR Scanning License	No	**(0) Zero Pages** per year	This license provides access to Origami Risk's Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within Origami Risk.
Tableau*	No	**(0) Zero Users**	This license allows Origami users to access Tableau within the Origami Environment, providing enhanced data visualization.
SMS Messaging*	No	**(0) Zero SMS Messages** (in blocks of 10,000/year) over initial 500	This license provides the ability to send SMS messages as workflow actions within Origami's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.

eSignature Integration	No	**(0) 500 Envelopes** (in blocks of 100)	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool. Client hereby agrees to be bound by the DocuSign Terms and Conditions for Reseller Customers, available at https://www.docusign.com/company/terms-and-conditions/reseller. In no event shall Origami be responsible or liable for any acts or omissions of DocuSign. Client hereby consents to Origami providing DocuSign with its data to the extent necessary to perform such services.
Certificates License	No	**(0) Zero Insureds** over initial 100	This license allows Client to utilize Origami Risk's Certificate of Insurance tracking for third party Insureds, such as tenants, contractors or customers. The first 100 Insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 Insureds.

* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami.

Features that require a third party agreement, usually for an additional fee, to be enabled in Origami include:
- Advisen policy benchmarking
- Predictive analytics via 3rd Parties
- EDI FROI/SROI via 3rd Parties

License Notes:

1. Origami Risk adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami Risk may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. In such cases, additional fees will apply.

HOSTING

Origami will provide FedRAMP data storage for up to 10,000 claims and incidents. In addition, Origami will provide 50GB of file attachment storage. Additional storage is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring Origami for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Origami platform for the above defined business purposes, referred to by Origami as being Live in the system. Origami will manage the

overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation.

System Configuration

Origami will:
- Configure up to 2 default dashboards using standard Origami dashboard widgets.
- Configure up to 10 reports using standard Origami RMIS templates and/or the custom template design tool.
- Configure up to 2 report distribution lists.
- Configure claim and incident form layouts for up to five lines of coverage
- Configure 1 Location form layout
- Configure up to 2 Contact form layouts
- Configure 1 Policy form layout
- Configure up to 5 data entry events with corresponding system actions
- Configure up to 2 User Security Profiles
- Configure CMS-111 Interface for 1 RRE ID
- Configure ISO Claim Search/Fraud Indexing
- Configure 1 Payment Request via Mail Merge Form

Client will:
- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy Microniche:

Origami Risk will:
- Convert the 2 Legacy databases and import into Origami risk. Legacy data will include:
  - Claims
  - Transactions
  - Notes
  - Tasks
  - Contacts
  - Locations
  - Policies

Client will:
Arrange for an extract of data.

Loading Other Supported Risk Data via Data Import Center

Origami will:
- Provide training and support to Client as needed for following import activities.

Client will:
- Provide, or arrange to provide, spreadsheets containing Client's risk data in the format supported by Origami's Data Import Center.
- Utilize Origami's standard Data Import Center tools to import the above risk data.

Loading Carrier / TPA Claims Data for Data Processing

Origami will:
- Provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below.
- Convert and load the initial system data from the sources named below

Client will:
- Arrange for claims one-time transactions data to be sent to Origami from Sedgwick.

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:
- Implement import routines and schedules required to accommodate imports listed below.

Client will:
- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from PeopleSoft System

Configuration of Incident Intake Process

Origami will:
- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in Origami for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:
- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Training

Origami will:
- Provide 16 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in years 2 and 3. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:
- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

PROJECT MANAGEMENT OPTION SELECTED:
Origami Risk is founded on a set of **AGILE** and iterative processes from top to bottom. These contemporary tenets are the foundation of our ability to deliver better products and more accurate implementations in a fraction the time of our competitors. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:
Included/Selected Agile Project Management
Not Included/Not Selected Traditional Project Management

Agile Project Management – Included/Selected
Origami will:
o   Maintain schedule with key deliverables and expected dates*
o   Lead status calls twice per month
o   Maintain project status document containing priority list, open items and changes which may impact timeline
o   Coordinate all activity within Origami to complete Origami's tasks on the project schedule
o   Origami's administrative tools and screens are by their nature self-documenting and serve as documentation of the implementation for Client's System Administrator to reference.

Client will:
o   Participate in status calls and working meetings
o   Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
o   Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included/Not Selected
In addition to Agile Project Management described above, Origami shall designate a Project Manager to provide [xx] hours of project management during the Implementation (on average [x] hours per week). This Project Manager shall maintain a library of written artifacts and conduct activities including:

ACTIVITIES:
o   Formal project kickoff**
o   Designated Project Manager role
o   Maintain schedule with key deliverables and expected dates/milestones
o   Coordinate all activity within Origami to complete Origami's tasks on the project schedule
o   Coordinate meetings and discussions with stakeholders as needed to maintain project progress*
o   Maintain project status document containing priority list, open items and changes which may impact timeline

ARTIFACTS:
o   Formal project kickoff agenda**
o   Communication plan
o   Formal stakeholder analysis
o   Project charter
o   Collaboration website
o   Detailed work breakdown structure
o   Weekly project status calls, agenda, meeting notes

o   On site agendas**
o   Change control management
o   Executive steering committee status call agenda (as needed)
o   Origami governance decision management document
o   UAT test plan for critical items***
o   Executive project dashboard

o   Detailed issues and risks log   o   Lessons learned analysis
o   Action items list
o   Detailed project plan

*Project Management assigned as shared role of team members
**May include on site attendance
***Dependent on client input and test cases provided

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW.

Carrier / TPA Claims Data Ongoing Processing

Origami will:
Process the claim data updates received from Client data providers as follows:
- Sedgwick : Claims, One-Time Transaction, processed Monthly

Client will:
- Use Origami tools to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.

Maintenance of Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:
- Maintain import routines and schedules required to accommodate imports from third party systems listed below:
    - PeopleSoft Interface Daily
    - Corvel Med Bill Payments
- Maintain export routines and schedules required to accommodate exports to third party systems listed below:
    - CMS-111 Reporting
    - ISO Claim Search / Fraud Indexing
    - Corvel Med Bill Payments

Client will:
- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

Professional Services
This SOW includes up to 40 hours of Professional Services in the first year, up to 40 hours in the second year, and up to 40 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:
- Helpdesk support for users
- Additional user training
- General assistance utilizing the system
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve

- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $135,870 for the first year, $72,650 for year two, and $72,650 for year three of the SOW. Exhibit A provides a detailed breakdown of the components of the price.

Origami has provided a discount of $12,000 the first year, and a discount of $1,525 in year two and year three. The total for the first year is $123,870, for year two $71,125, and for year three $71,125.

Payment for Year 1 will be invoiced and due upon commencement of this SOW. Payments for Years (two) 2 and (three) 3 are due on the anniversary date of the SOW. All payments shall be made in accordance with ORS 293.462.

If needed, additional services can be purchased through an addendum to this SOW. All fees are subject to State Sales Tax, where applicable.

All Travel Costs and Expenses will be pre-approved by Client in writing and billed to Client as incurred. Any approved travel reimbursement may not exceed the Client's Contractor Travel Reimbursement Policy hereby incorporated by reference at: https://www.clackamas.us/bids/terms.html.

ADDITIONAL PRICING:
1. If Client requires additional storage during the term of this SOW, additional fees will apply as follows:

> **- Current annual fee for storage for up to 10,000 Claims / Incidents = $15,000**
> - Annual fee for storage of 10,001 – 25,000 Claims / Incidents = $30,000
>
> **- Current annual fee for storage includes 50GB of File Attachment storage**
> - Additional File Attachment storage is $2,000 per 50GB per year

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate of $225/hour. Bundled hours (at $185/hour) may be added prior to the start of each SOW year.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

4. Client may elect to expand use of the Service to include the following items in the future. If Client elects to add these items within the first 12 months of this Agreement, pricing for these additions shall be as follows:

None

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

Origami Risk LLC   Clackamas County Board of County Commissioners

_____   _____
Authorized Signature   Date   Chair   Date

_____   _____
Name / Title (Printed)   Recording Secretary
                                                    Approved as to Form:

_____557494-86_____
Oregon Business Registry #

_____
_____FBC/Tennessee_____   County Counsel   Date
Entity Type / State of Formation

	Year 1	Year 2	Year 3	Comments
Software Licensing, Hosting, Network, Storage, and IT Operations	$25,000	$25,000	$25,000	• Base Origami Software License • Up to 10,000 records in FedRAMP (NIST) Hosting • Includes 50 GB of file Searchable Storage • 1 Work Comp Jurisdiction Setup
User Licensing	$11,250	$11,250	$11,250	• 6 Full Users • Users can have Admin Access for No Additional Charge
	$9,000	$9,000	$9,000	• 3 Claims Adjusting Users • Users can have Admin Access for No Additional Charge
Enterprise Record Entry	$5,000	$5,000	$5,000	• Up to 1,000 New Records
TPA Interfaces	$3,500	$3,500	$3,500	• Monthly Sedgwick Interface
Other Interfaces	$20,700	$11,500	$11,500	• Daily People Soft Interface • Corvel Med Bill Payment Interface • CMS 111 Interface (monthly and quarterly formats) • ISO Claim Search / Fraud Indexing
Implementation Fee	$54,020	$0	$0	• 292 hours - See above for deliverables
Ongoing Support	$7,400	$7,400	$7,400	• 40 Ongoing Support Hours per year
Discount	($12,000)	($1,525)	($1,525)	
Total	**$123,870**	**$71,125**	**$71,125**	

EXHIBIT B
OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon, ("County"), Origami Risk LLC ("Contractor"). As used below, "Contract", "SOW" or "Contract Documents" or similar term shall include this Addendum and contract number 4400003077 with Multnomah County and the Statement of Work ("SOW") to which this Addendum is attached and incorporated as "Exhibit B". To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

A. [Intentionally omitted]

B. Any provisions herein which would conflict with law are deemed inoperative to that extent. The following terms and conditions are made a part of this Contract:
   1. Contractor shall:
      a) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract Documents.
      b) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract Documents.
      c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
      d) Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

   2. [Intentionally omitted]

   3. If applicable, the Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

   4. If applicable, the Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

   5. Payment and late fees shall only be in accordance with ORS 293.462.

C. Contractor shall at all times maintain in force the insurance set forth in Exhibit 2 to the Multnomah Contract, and subject to the terms and conditions set forth therein including, but not limited to, listing County as an additional insured by endorsement on any general liability policy.

D. The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

E. [Intentionally omitted]

F. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Contractor for work under this Contract. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

G. The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

H. [Intentionally omitted]

I. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

J. [Intentionally omitted]

K. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of _____ ("Effective Date") by and between **Clackamas County** ("Covered Entity") and **Origami Risk LLC** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

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 the contract formed by the SOW to which this Exhibit is attached ("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 Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS:

1.1 "Breach" is defined in 45 C.F.R. 160.402. 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 an Workforce member's course and scope of employment or placement;

    1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force 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 "Effective Date" shall be the Effective Date of this Business Associate Agreement.

1.5 "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 Business Associate Agreement.

1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.8 "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).

1.9 "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.

1.10 "Protected Health Information" or "PHI" means any information provided to Business Associate as Client Data (as defined in the Agreement), 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.

1.11 "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.

1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.

1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.

1.15 "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.

1.16 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 Business Associate 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 Business Associate 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 Business Associate Agreement;

2.4 To promptly, but no later than five (5) days of any known or suspected incident or complaint involving PHI, report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate 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 restrictions, conditions and requirements no less protective than those that apply to the Business Associate with respect to such PHI;

2.6 To provide access, at the request of 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 2.6 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; provided, however, that this Section 2.7 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 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 provide to the Covered Entity or an Individual, upon written request of the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate 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;

2.11   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 information. The Business Associate will report to the Covered Entity any Security Incident applicable to the Covered Entity of which it becomes aware;

2.12   To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;

2.13   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 in accordance with 45 CFR §164.410. 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

2.14   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.

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

3.1   Business Associate agrees to make uses and disclosures and requests for PHI consistent with 45 CFR §164.502(b) and 45 CFR §164.514(d).

3.2   Except as otherwise limited in this Business Associate 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 HIPAA Rules if done by the Covered Entity; and,

3.3   Except as otherwise limited in this Business Associate 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; 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.

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. 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 Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 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.   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 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 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.

SECTION VI – TERM AND TERMINATION

6.1   **Term**. The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI 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 Business Associate 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 Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within thirty (30) days of written notice from the Covered Entity or the time specified by the Covered Entity, whichever is longer, or immediately terminate this Business Associate 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.

Upon the Business Associate's knowledge of a material breach of this Business Associate 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 Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the

violation within thirty (30) days of written notice from the Business Associate or the time specified by the Business Associate, whichever is longer, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate 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 Business Associate 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 Business Associate 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 – GENENERAL PROVISIONS
7.1 **Regulatory references**. A reference in this Business Associate Agreement to the 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 Business Associate 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 Business Associate Agreement from time to time to remain compliant with the HIPAA Rules. All amendments must be in writing and signed by both Parties.
7.4 **Indemnification.**
   Indemnification by Business Associate. Subject to the limitation of liability in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its elected officials, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as a "CE Indemnified Party," against all liability to third parties arising directly from Business Associate's material breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any CE Indemnified Party for any and all fines or penalties which may for any reason be imposed upon any CE Indemnified Party by reason of any governmental entity as a result of Business Associate's breach hereunder. The obligation to indemnify any CE Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

   Indemnification by Covered Entity. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Covered Entity agrees to indemnify, defend and hold harmless the Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as a "BA Indemnified Party," against all liability to third parties arising directly from Covered Entity's material breach of Section 4.1 of this Agreement. Accordingly, on demand, Covered Entity shall reimburse any Indemnified Party for any and all fines or penalties which may for any reason be imposed upon any BA Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Covered

Entity's breach hereunder. Covered Entity's obligation to indemnify any BA 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 Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.

7.6 **Interpretation**. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

7.7 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Covered Entity and Business Associate that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

Business Associate
Origami Risk LLC

Covered Entity
Clackamas County Board of County Commissioners

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____