



# 2022 SHARE Initiative Spending Plan (Year 2)

December 2022

Update, March 2023

Note: Updated information throughout the report is underlined.

# Advanced Health 2022 SHARE Initiative Spending Plan (Year 2)

## 2022 SHARE INITIATIVE SPENDING PLAN

CCO Name: **ADVANCED HEALTH**

CCO Contact: **Anna Warner, Executive Program Director**

### Section 1: SHARE Initiative Designation

1. What is the dollar amount for your CCO's SHARE Initiative Designation? (as recorded in cell E30 in [Exhibit L – Report L6.7](#))  
\$650,000

### Section 2: SHARE Initiative Spending Plan

#### Spending Plan Summary

2. Summarize the work your CCO is funding through this year's SHARE Initiative. At a high level, briefly describe 1) project titles; 2) what activities are being funded; and 3) what populations will be served.

**Economic Stability, Curry County, Nutrition Emphasis:** In SHARE Initiative Year 1 (November 1, 2021 to October 31, 2022), Advanced Health entered into a (potentially two-year) cooperative agreement with the Gold Beach Community Center, as approved by the Oregon Health Authority, the purpose of which was to provide nutritious congregate meals and nutrition education. Because this program successfully attained its measurable outcome objectives for Year 1, the project will be continued, as previously agreed, for Year 2 (November 15, 2022 to November 14, 2023). The target population is comprised of any person who may be characterized by a socially-determining factor that either has, or may in the future, place the individual at risk for sub-optimal health and/or health disparities. The amount of the award under the cooperative agreement is \$21,600.

**Economic Stability, Coos County, Nutrition Emphasis:** In SHARE Initiative Year 1 (November 1, 2021 to October 31, 2022), Advanced Health entered into a (potentially multi-year) cooperative agreement with Coos Head Food Co-Op, as approved by the Oregon Health Authority. During Year 1, the purpose of the cooperative agreement was primarily developmental in nature and three measurable process objectives were established. Because the program successfully attained its developmental objectives for Year 1, the project will be continued for Year 2 (November 15, 2022 to November 14, 2023), with an array of consumer nutrition activities and measurable outcome objectives. Specific activities include increasing community outreach and nutrition education, building a Farm to School program, doubling the value of SNAP vouchers for healthy produce, and addressing inequities among youth and their families by working with school garden programs and local farms. The target population is comprised of any person who may be characterized by a socially-determining factor that either has, or may in the future, place the individual at risk for sub-

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optimal health and/or health disparities. The amount of the award under the cooperative agreement is \$86,400.

**Economic Stability, Coos County, Trauma-Informed Child Care:** In SHARE Initiative Year 1, Advanced Health awarded two cooperative agreements for trauma-informed child care services, each intended to be of one year's duration. The first agreement involved the Bandon Community Child Care Center (\$15,000) and was of a capital nature. The capital project was completed in February, 2022, and as a direct result, 17 new child care slots became available to the community. The second agreement involved Southern Oregon Workforce Board. Funds provided under the cooperative agreement (\$80,000) were used to leverage new federal grant dollars (\$950,000 over a multi-year term) that will be used to train new and additional certified child care providers. These two projects are considered completed. In SHARE Initiative Year 2, Advanced Health intends to award \$110,000 to the local Coastal Families Relief Nursery, a non-profit organization formed through the support of the local United Way of Southwestern Oregon, to establish a Relief Nursery in Coos County. Year 2 activities will be developmental in nature and include seating a diverse and representative board of directors, attaining state certification as a Relief Nursery, and retaining qualified staff. The services of the Relief Nursery will be made available to any family that may be characterized by a socially-determining factor that either has, or may in the future, place any member of the family, and particularly any children in the family, at risk for sub-optimal health and/or health disparities.

**Economic Stability and Built Environment, Coos County, Housing and Homelessness:** In SHARE Initiative Year 1 (November 1, 2021 to October 31, 2022), Advanced Health entered into a (potentially multi-year and renewable) cooperative agreement with The Nancy Devereux Center, as approved by the Oregon Health Authority, with the dual purposes of: (1) providing operating assistance for the establishment of a Pallet Home community; and (2) providing capital assistance for the establishment of a single-family-unit for supported housing. By the ninth project month, the Devereux Center has not only attained, but exceeded, its performance objectives. The Pallet Home community is at full-scale with many residents obtaining work and able to secure alternative housing. The supported housing unit is providing housing and supports for a seven-member multi-generational family, and when this family ultimately vacates the house, the structure is of sufficient capacity to be remodeled to support two family units. Because of these successes, the project will be continued as previously agreed for Year 2 (November 15, 2022 to November 14, 2023). The target population is comprised of any person who may be characterized by a socially-determining factor that either has, or may in the future, place the individual at risk for sub-optimal health and/or health disparities. The amount of the award under the cooperative agreement is \$128,000 for the continued operation of the Pallet Home community, and \$100,000 toward the capital acquisition of a second scattered-site supported housing unit, for a total cooperative agreement award of \$228,000.

Update, March 2023: Advanced Health has awarded an additional \$62,000 to the Devereux Center in support of the Pallet Home community, the supported housing project, or both, to be mutually

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agreed upon by Advanced Health and the Devereux Center. The additional amount brings the combined Year 2 SHARE Initiative award to The Devereux Center to \$290,000.

**Economic Stability and Built Environment, Curry County, Housing and Homelessness:** In SHARE Initiative Year 1, Advanced Health entered into a cooperative agreement with the Curry Homeless Coalition, in the amount of \$60,000, the purpose of which was to provide capital assistance toward the acquisition or establishment of a temporary housing facility for persons identified with housing instability or homelessness. Despite tremendous technical assistance provided to the Curry Homeless Coalition, multiple attempts to establish a temporary housing facility were met with defeat. In late September, multiple housing advocates, including the Curry Homeless Coalition, asked of the \$60,000 Year 1 SHARE Initiative award could be transferred to the Oasis Shelter, because this organization, based on a pre-proposal, had been invited to submit a full proposal to the Oregon Community Foundation pursuant to its *Project Turnkey* investment. To this end, Advanced Health will facilitate the transfer of Year 1 SHARE funds from the Curry Homeless Coalition to Oasis Shelter, and will provide Oasis Shelter with a like amount for Year 2, thereby providing the Oasis Shelter with \$120,000 in support that may be used either to advanced Project Turnkey, or if that application is unsuccessful, to provide emergency and temporary housing assistance to any family or individual who may be characterized by a socially-determining factor that either has, or may in the future, place the family member or individual at risk for sub-optimal health and/or health disparities.

Update, March 2023: The Curry CAC has recommended an additional \$30,000 award to the Oasis Shelter in support of the Project Turnkey program. The additional amount brings the combined Year 1 and Year 2 SHARE Initiative award to Oasis Shelter to \$150,000.

**Economic Stability and Built Environment, Coos and/or Curry County, Housing and Homelessness:** Because it was quite pleased with the outcomes and results that were being achieved as the result of Year 1 SHARE Initiative investments, in the summer of 2022, Advanced Health's governing board of directors elected to increase the amount allocated for the SHARE Initiative from \$500,000 (Year 1) to \$650,000 for Year 2. The Community Advisory Councils recommended that \$92,000 of this increased allocation be set-aside and reserved for projects that specifically addressed housing and homelessness, and Advanced Health's board of directors accepted and approved this recommendation. As this *Spending Plan* is being prepared, a final recommendation has not yet been made by the Community Advisory Councils regarding the award of \$92,000 for housing and homelessness projects. The Coos Community Advisory Council considered a proposal from a regional organization, but that organization's corporate headquarters are not domiciled in Coos or Curry County, and such domiciliation was previously established as a policy priority for all SHARE cooperative agreement recipients. [In isolated Coos and Curry Counties, we have often found that when projects are administered by out-of-county agencies, Coos and Curry Counties become disadvantaged in multiple ways. The governing boards do not always include, and are therefore not representative of, the local communities. Key staff positions are frequently filled by out-of-county

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residents, resulting in lost employment opportunities at the local level.] The Coos CAC also considered working with the Coos Housing Action Project, but that entity has decided to place its emphasis on workforce housing, rather than supported housing. For these reasons, the Community Advisory Councils have asked for more time to thoughtfully consider the investment of \$92,000 in housing-related resources. At the same time, there is a need to proceed with continuation funding for those projects that have been successful and need SHARE Initiative resources to operate on an uninterrupted basis. To this end, Advanced Health requests approval from the Oregon Health Authority for its current, Year 2, *SHARE Initiative Spending Plan*, with the caveat and pledge that Advanced Health will file an addendum to this *Plan* at a later date to seek the Oregon Health Authority's advanced approval for the expenditure of the remaining \$92,000 in SHARE Initiative resources.

Update, March 2023: See the update noted on page 3 and 4 for information about the awards for the previously unallocated \$92,000 discussed above. As of this updated report, these funds are allocated and no SHARE Initiative funds from Year 2 remain unallocated.

### CHP/Statewide Priorities

#### 3. Describe how your SHARE Initiative spending aligns with your CCO's shared community health improvement plan.

Prior to the outset of SHARE Initiative Year 1, in compliance with its contractual obligations with the State of Oregon as a Coordinated Care Organization, Advanced Health made consultants available to assist the Community Advisory Councils (CACs) and their community stakeholders, one in Coos County and one in Curry County, to undertake a complete the development of *Community Health Assessments* (CHAs), which in turn, informed the development of *Community Health Improvement Plans* (CHPs). Although the CHAs were comprehensive in identifying the social determinants of health that resulted in health disparities in each county, the CHAs shared the commonality of not establishing causal linkages among the various social determinants of health and resulting health disparities. Similarly, the CHAs indicated that the health assessments were made in the absence of a gap analysis, and recommended that a gap analysis be forthcoming.

To this end, the Program Committee of Advanced Health's board of directors, which is comprised of (largely retired) individuals who possess tremendous scholarly and applied experience in robust and complex program development, initiated a three-pronged special study that was purposed at: (1) Identifying causal linkages among community-based social determinants of health and health disparities (i.e., a root cause analysis); (2) Completing a cursory gap analysis; and, (3) Based on the foregoing, making *SHARE Initiative* funding recommendations to the CACs, and with the consent and approval of CACs, and together with the CACs, to Advanced Health's governing board of directors.

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The Program Committee of Advanced Health began its work by developing grids that clustered causal socially determining factors and service delivery gaps, dichotomized by significant health disparities. As the Program Committee undertook this work, it determined that the work would be made more accurate and complete if additional community experts were consulted. To that end, the Program Committee developed a survey instrument and distributed it to twenty-five (25) key informants. A particular effort was made to include key informants who were not stakeholders in any CAC or otherwise affiliated with any social service agency or program. Data from each of the key informant surveys were then aggregated and summarized.

The Program Committee studied and analyzed the interplay of socially determined root causes for significant health disparities, drawing information from the *Community Health Assessments*, *Community Health Improvement Plans*, and key informant surveys, and concluded that the most prevalent and problematic social determinants of health disparities in Coos and Curry County are: housing and homelessness; inadequate nutrition; and employment participation and workforce development. Within these broad categories, there are decided gaps in affordable and available housing, access to nutritious foodstuffs, knowledge of proper nutrition, and trauma-informed child care supports (for ages 0 to 5) that permit adults to enter or re-enter the workforce, or to engage in training or education leading to employability.

The Coos County *Community Health Improvement Plan* identified nine (9) strategic priorities that specifically included housing and homelessness (i.e., increasing the availability of safe affordable housing; supporting projects that address homelessness), economic stability (i.e., supporting workforce development), and food and nutrition (i.e., increasing the availability of healthy, nutritious food for all ages). The Curry County *Community Health Improvement Plan* identified seven (7) strategic priorities that specifically included housing and homelessness (i.e., increasing the availability, affordability, and quality of housing and supporting projects that address homelessness); economic stability (i.e., workforce and economic development); and food and nutrition (i.e., increasing the availability of healthy, nutritious food for all ages). To this end, it can be easily determined that there is a direct and crucial link, representing a high degree of alignment, between the priorities of the *Community Health Improvement Plans* and selected *SHARE Initiative* spending priorities.

While Advanced Health's Coos and Curry *Community Health Improvement Plans* are not yet fully shared, as demonstrated in the 2021 *Community Health Improvement Plan Progress Reports*, the plans are shared by nearly all community partners, including local public health, hospitals, and an array of other organizations. In Curry County, where Advanced Health's service area overlaps with AllCare Health, the Curry CHP is shared by both CCOs. The Tribes serving Coos and Curry counties do not yet fully share the *Community Health Improvement Plans*, however, representatives from the Ko-Kwel Wellness Center (formerly the Coquille Indian Tribe Community Health Center) and the Tolowa Dee-ni' Nation participated in developing the priorities of the *Community Health Improvement Plans*.

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Both the Coquille Indian Tribe and the Confederated Tribes of Coos, Lower Umpqua and Siuslaw have appointed a representative to the Coos and Curry CACs, which oversee Advanced Health's work on the Coos and Curry CHPs, respectively.

The Program Committee presented the results of its root cause and gap analyses, along with its resulting recommendations for *SHARE Initiative* priorities, to the Coos and Curry CACs in late February and early March meetings. At the recommendation of the Coos County CAC, revisions in target population were made to the intended beneficiaries of subsidized child care to create better alignment with workforce development initiatives identified in the Coos County *Community Health Improvement Plan*. *SHARE Initiative* funding priorities were jointly submitted by the CACs and the Program Committee to Advanced Health's board of directors at their regularly scheduled meeting in March, and unanimously adopted.

#### 4. Describe how your SHARE Initiative spending addresses the statewide priority of housing-related services and supports, including supported housing.

Prior to the outset of the *SHARE Initiative*, Advanced Health contributed community benefit funds to: housing needs assessment studies in both Coos and Curry Counties; a resulting Housing Action Plan in Coos County; and resources required to establish a Coos County Housing Trust Fund. Advanced Health, as a relatively small CCO, understands that it will not be able to make significant improvements to well-documented housing shortages on an independent basis, but rather, that it can effectively use its funding to leverage additional resources.

In addition, and with a combination of community benefit, health-related services, and Community Health Improvement funding, Advanced Health has, since the time of its inception, provided annual and direct operating support to The Devereux Center in Coos County, and intermittent support to the Curry Homeless Coalition, to address a wide array of unmet needs on behalf of persons who are unstably housed. Advanced Health understands that the housing needs among persons who are homeless are dire, extreme, and urgent, and gave priority consideration within its *SHARE Initiative RFA* to these needs – almost as a precursor to supported housing.

In aggregate, of the \$650,000 in *SHARE Initiative* funding recommended by the Community Advisory Councils and approved by Advanced Health's board of directors, 58 percent, \$380,000, was directed to the support of housing and homeless projects. In Coos County, Advanced Health allocated \$228,000 and solicited applications that would apply evidence-based strategies and a Collective Impact model to leverage a multidisciplinary array of community partners (i.e., homeless advocates, social service agencies, housing advocates, housing providers) to: (1) Work at the individual level to, as rapidly as possible, develop temporary housing for persons who are homeless; and, (2) Work at the community level to contribute funds to efforts to create (i.e., purchase, acquire, construct, or renovate) affordable permanent, leasehold, supportive housing. The Devereux Center, along with its

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collective impact partners, was the successful applicant. \$128,000 was allocated to the development and operation of a Pallet Home Community on behalf of individuals who are homeless. In addition, \$100,000 was allocated toward the acquisition of scattered-site permanent supportive housing. In specific, in Year 2, The Devereux Center will be required to leverage Advanced Health's resources on a 100 percent basis by December 31, 2023, and then to invest the resulting \$200,000 in resources toward the acquisition of a second permanent housing facility by December 31, 2023, that is capable of housing at least a single-family unit on a reduced-fee leasehold basis.

In Curry County, Advanced Health allocated \$60,000, and permitted applicants to make the determination as to whether their proposed project would work at the individual level or community level. It was not anticipated, that with \$60,000, a successful project could work concurrently at the individual and community levels.

In addition, and at the direct recommendation of the Community Advisory Councils, the sum of \$92,000 has been set-aside and reserved for housing and homelessness projects. Decisions regarding the award of these SHARE Initiative funds has not yet been made. In Coos and Curry Counties, where the average grant award from a charitable foundation ranges from \$5,000 to \$15,000, the sum of \$92,000 represents a significant amount, and the Community Advisory Councils are requesting additional time weigh all factors and to make this critical community recommendation.

Update, March 2023: At the February 2023 Curry CAC meeting, the CAC members recommended awarding an additional \$30,000 of the unallocated SHARE funds to Oasis Shelter to be added to the previous award for the Project Turnkey program. At the March 2023 Coos CAC meeting, the CAC members voted to recommend an additional \$62,000 of the unallocated SHARE funds to The Devereux Center to be spent either on the pallet home community, or the permanent supported housing project, or both, as mutually agreed upon by Advanced Health and the Devereux Center. Both recommendations were adopted by the Advanced Health board of directors at their March 2023 meeting. Pursuant to the CAC recommendations and the board's approval, Advanced Health has amended the SHARE Initiative Cooperative Agreements with Oasis Shelter and The Devereux Center to reflect the additional award amounts.

### SDOH-E Partners and Domains

5. Using the box below, respond to items A–C for each SDOH-E partner. Duplicate the box for each partner included in your spending plan.
  - A) Identify each SDOH-E partner that will receive a portion of SHARE Initiative funding.
  - B) Identify the SDOH-E domains applicable to your SHARE spending for each partner.
  - C) Indicate whether the partner agreement is a subcontract and if yes, attach an updated Subcontractor and Delegated Work Report.

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**A. Partner name:** Gold Beach Community Center

**B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):**

- Neighborhood and built environment
- Economic stability
- Education
- Social and community health

**C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?**

- Yes  No

**If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.**

**A. Partner name:** Coos Head Food Co-Op

**B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):**

- Neighborhood and built environment
- Economic stability
- Education
- Social and community health

**C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?**

- Yes  No

**If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.**

**A. Partner name:** Coastal Families Relief Nursery

**B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):**

- Neighborhood and built environment
- Economic stability
- Education
- Social and community health

**C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?**

- Yes  No

**If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.**

**A. Partner name:** The Nancy Devereux Center

**B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):**

- Neighborhood and built environment
- Economic stability
- Education

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Social and community health

**C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?**

Yes  No

**If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.**

**A. Partner name:** Oasis Advocacy and Shelter

**B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):**

Neighborhood and built environment

Economic stability

Education

Social and community health

**C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?**

Yes  No

**If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.**

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

For Year 1, Advanced Health engaged in an open, transparent, and competitive application process. A formal Request for Applications (RFA) was developed, widely disseminated, and posted to Advanced Health's website. A wide array of social service agencies, consortia, and councils were eligible to submit applications; however, any entity that held a clinical contract for services with Advanced Health, or that had the capacity to generate invoices for Medicaid services, were declared ineligible, with the exception of local public health departments and school districts. Advanced Health shared a copy of the RFA with its Innovator Agent, who provided high compliments for the document and the thinking behind it. The RFA stated that if there was no successful bidder for any of the three priority areas (housing and homelessness, nutrition, child care), that Advanced Health had the right to work with community partners to engage in direct contracting. Because of COVID-19's contagion, in lieu of a formal bidder's conference, a question-and-answer period was permitted during which time potential bidders could anonymously submit questions, and all responses were posted to Advanced Health's website. Finally, the RFA specified that the method of award would be through "Cooperative Agreements," rather than through grants or contracts. Scoring criteria were established and included in the published RFA.

In brief, Advanced Health sought applications in each of three categories (housing and homelessness; nutrition; and trauma-informed early childcare), with the intent of making long-term strategic investments in these programs. The RFA indicated that if process and outcome objectives were

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attained during the first year, that successful projects would be funded for a second (and perhaps even third or fourth year). Advanced Health understands that making investments in the social determinants of health is a long-term strategy, and one that will not be accomplished with a single year's funding allocation.

The Program Committee reviewed and scored all applications. The Program Committee submitted its recommendations to the Community Advisory Councils, who made some revisions and recommendations. The Program Committee adopted the CACs' revisions and recommendations, and the consolidated recommendations of the CACs and Program Committee were submitted to Advanced Health's board of directors, who accepted the recommendations and made the final funding decisions. Continuation projects from the Year 1 selection process include: Gold Beach Community Center; Coos Head Food Co-Op; and the Nancy Devereux Center.

Advanced Health retained the services of South Coast Integrated Project Team (SCRIPT) to provide concurrent program evaluation and technical assistance services to SHARE Initiative awardees throughout Project Year 1. Each awardee was assigned a team of two mentor-advocates who worked to assure both the success and the sustainability of each project. With the exception of the Curry Homeless Coalitions' project, all Year 1 SHARE Initiative awardees either attained, or exceeded, their negotiated process and outcome metrics.

For Year 2, the Community Advisory Council recommended projects for SHARE Initiative funding based in part on Year 1 applications, other proposals received during the CACs' CHIP grant application cycle, and CAC members' lived experiences in the community. In Curry County, advocates for the homeless came forward independently to recommend that any housing-related resources be directed to the Oasis Shelter in support of that organization's Project Turnkey. Projects selected for Year 2 funding by the CACs include: Coastal Families Relief Nursery; and Oasis Advocacy and Shelter. The CACs have yet to make a recommendation regarding the allocation of an additional \$92,000 for housing and homelessness supports, but plan to do so in the near future.

[See updated information on page 8 for details of the CAC recommendations regarding the allocation of the previously unallocated housing funds.](#)

7. **Attach your formal agreement with each of the SDOH-E partners described in item 5.** (See guidance for required contract components.) Have you attached an agreement for each of your SHARE partners?  
 Yes  No

See the attached files:

- [Advanced Health - 2022 SHARE Cooperative Agreement\\_Coastal Relief Nursery\\_signed.pdf](#)
- [Advanced Health - 2022 SHARE Cooperative Agreement\\_Coos Head Food Co-Op\\_signed.pdf](#)
- [Advanced Health - 2022 SHARE Cooperative Agreement\\_Devereux Center\\_signed.pdf](#)

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- [Advanced Health - 2022 SHARE Cooperative Agreement\\_Gold Beach Community Center\\_signed.pdf](#)
- [Advanced Health - 2022 SHARE Cooperative Agreement\\_Oasis Shelter\\_signed.pdf](#)

Update, March 2023: See the attached files:

- [Advanced Health - 2022 SHARE Cooperative Agreement Amendment Oasis Shelter signed](#)
- [Advanced Health - 2022 SHARE Cooperative Agreement Amendment Devereux Center signed](#)

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

See the attached file:

- [Advanced Health 2022 SHARE Initiative Budget Proposal.pdf](#)

Update, March 2023: See the attached files:

- [Advanced Health 2022 SHARE Initiative Budget Proposal Rev. March 2023](#)

### Community Advisory Council (CAC) Role

- 8. Describe your CAC's designated role in SHARE Initiative spending decisions.** (As appropriate, describe the ongoing engagement and feedback loop with the CAC as it relates to SDOH-E spending.)

When Advanced Health submitted its original *SHARE Initiative Spending Plan* in 2021, the only concern expressed by the Transformation Center was that it had wished that the CACs played a greater role in the selection of SHARE awardees. To that end, during the planning period for Year 2, and when new and additional resources became available to the SHARE Initiative as the result of board action, the Community Advisory Councils were the singular entities that made recommendations to Advanced Health's governing board regarding SHARE priorities and awardees. The Community Advisory Councils' request to set-aside \$92,000 for housing and homelessness projects was accepted by the governing board, as was the CAC's recommendation that new funding be awarded for the development of a Relief Nursery.

During Year 1, it had been envisioned that representative members of the Community Advisory Councils would participate in the qualitative evaluation of SHARE-funded projects. However, given that COVID-19 was still rampant throughout Coos and Curry Counties for most of 2022, in-person and on-site meetings with projects and their beneficiaries were not deemed to be safe. As COVID-19 recedes, and more persons become inoculated, it is sincerely hoped that robust qualitative evaluation functions can be built into the existing formative and summative evaluation processes to

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more deeply engage the Community Advisory Councils and to harvest the lived experiences of both CAC members and program beneficiaries.

[See the update information on page 8 for details of the CAC's role in awarding the previously unallocated housing funds.](#)

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

9. **(Optional) Describe the evaluation plan for each project or initiative, including expected outcomes; the projected number of your CCO's members, OHP members, and other community members served; and how the impact will be measured.**

Advanced Health has entered into an agreement with SCRIPT, a local, private, Oregon, not-for-profit corporation, that enjoys tax-exempt status pursuant to IRS 501(c)(3), to provide neutral, independent, and professional program evaluation services. SCRIPT is comprised of a governing board of (largely retired) health and social services executives (i.e., the retired director of Coos County Public Health; the retired director of Coos County Mental Health; a retired executive director of a federally-qualified health center; an active executive affiliated with the local Coquille Tribe; the current local/regional director for DHS; a retired and locally esteemed educator; and individuals with technical knowledge in early childhood development and trauma-informed practices). Many of the professionals affiliated with SCRIPT have served as Principal Investigators or Project Directors on sophisticated federally funded grant programs, and are well-versed in matters of both program development and program evaluation.

SCRIPT will organize into teams to provide professional evaluation (and technical assistance) functions for each of the funded *SHARE Initiative* projects. Representative consumer-members of relevant CACs will serve as team members. The lead program evaluation specialist will be required to be a professional-level member of the American Evaluation Association.

SCRIPT's evaluation team will meet with, or review data from, each funded project according to the following schedule:

- a. Within thirty days of execution of the cooperative agreement, SCRIPT will meet with funded projects to review objectives, data collection systems, and expectations (and, for new awardees only, to complete a Readiness Review);
- b. Within ninety days of the execution of the cooperative agreement, SCRIPT will engage in data sampling at each funded site, and will review the source documentation for each data sample to test for data fidelity;
- c. At the six-month mark, SCRIPT will call for process and outcome data-to-date, and will complete a formative evaluation for each project that will be shared with Advanced Health's executive administrators, CACs, and board of directors. If there is need for corrective action, the formative evaluation report will so-specify;

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- d. At the nine-month mark, SCRIPT will call for process and outcome data-to-date, conduct a desk review, publish an *Interim Summary of Findings*, and if corrective action was previously specified, will report on the progress of that corrective action; and,
- e. At the conclusion of the twelve-month project period, SCRIPT will complete a formal summative evaluation report for each funded project, specifically reporting on the degree of outcome attainment in quantifiable terms. This report will be shared with Advanced Health's executive leadership, CACs, and board of directors, and will formulate the basis upon which continued funding will be recommended or withheld.

The primary program evaluation techniques to be applied by SCRIPT will be that of the Goal-Attainment Model, and Pre/Post Comparison Model. The Goal-Attainment Model requires program planners to hypothesize and quantify their intended processes, outputs, and outcomes, and then statistically measures the degree to which those processes, outputs, and outcomes have been attained (or not). The Pre/Post Comparison Model examines pre- and post-program data to determine if positive change has occurred, and statistically examines any degree of change. Program evaluation techniques will not involve Quasi-Experimental or Experimental designs.

SCRIPT has published an *Interim Summary of Findings*, as of the ninth-month mark, for all Year 1 SHARE projects, and this report is available to the Oregon Health Authority upon request.

Update, March 2023: In late February 2023, SCRIPT's board made the difficult decision, in order to ensure SCRIPT is able to maintain their 501(c)(3) status, not to renew the agreement with Advanced Health to perform the evaluation services for the SHARE Initiative program. However, Advanced Health has retained the services of Kathy R Ingram, PH.D., Inc to complete the evaluation following the same workplan and methods.

For every *SHARE Initiative* project summarized below, the intended target population is comprised of a subset of general community members who have developed, or are at risk of developing, health disparities. The *SHARE Initiative* projects funded by Advanced Health do not target the CCO's members or OHP members, and will not track data according to those criteria.

Two of the five SHARE projects will be in their first year of SHARE funding and will be developmental in nature. For these two projects, time-framed process measures have been established and no outcome measures will be examined during their projects' first year. Representative process or performance measures for these two projects are as follows:

### **For Oasis Advocacy and Shelter**

- 1.0 By not later than 1 March 2023, and in consultation with community partners and stakeholders, to determine whether the SHARE project will work at the individual or community level, as will be documented by minutes or other records of stakeholder meetings.
  - 1.1 If it is determine that the project will work at the community level, then by not later than 30 April 2023, to leverage SHARE resources with *Project Turnkey* resources, and

## Advanced Health 2022 SHARE Initiative Spending Plan (Year 2)

submit a written plan to Advanced Health that describes the nature of the leverage agreements and quantifies the specific housing-related services that will be offered.

- 1.2 If it is determined that the project will work at the individual level, then by not later than 1 April 2023, Oasis will submit to Advanced Health a corresponding work plan with time-framed and measurable outcome objectives for the balance of the initial year grant period.

### **For Coastal Families Relief Nursery**

- 1.0 By not later than 31 January 2023, the Relief Nursery will seat a lawfully comprised governing board of directors and make application to the Internal Revenue Service, seeking independent tax-exempt status for the Relief Nursery, pursuant to IRS 501(c)(3), as will be documented by an exact, completed, and filed copy of IRS Form 1023.
- 2.0 By not later than 30 April 2023, the Relief Nursery will retain the services of a qualified executive director, as will be documented by payroll records.
- 3.0 By not later than 30 June 2023, the Relief Nursery will secure state certification as a recognized Relief Nursery, as will be documented by state correspondence.
- 4.0 By not later than 31 August 2023, the first children and families will be enrolled in the Relief Nursery, as will be documented by internal data systems.

Three of the five SHARE projects will be entering their second year of SHARE support. For each of these projects, formal outcome metrics are expected. Representative outcome metrics are as follows:

### **For the Devereux Center**

- 1.0 During each of two performance periods, the Collective Impact Consortium, under the leadership of The Devereux Center, will provide 7,300 shelter nights in the Pallet home community; 1,300 hours of intensive case management services; 7,300 hot meals; and at least 1,500 units of supportive services, on behalf of a minimum of 25 unduplicated Pallet home residents, as will be documented by the Consortium's internal electronic data management systems. [Process Objective]
  - 1.1 As a direct result of Objective 1.0, within six months of occupancy of a Pallet shelter, at least 80 percent of Pallet home community residents will have completed at least 80 percent of their initial and individually negotiated case management objectives, as will be documented by electronic care management records. [Outcome Objective]
  - 1.2 As a direct result of Objective 1.0 and 1.1, within nine months of occupancy of a Pallet shelter, at least 90 percent of Pallet home community residents will either: establish a new disability claim; enter, complete or maintain behavioral health treatment; secure employment;

## Advanced Health 2022 SHARE Initiative Spending Plan (Year 2)

enter a formal or informal vocational training program; or demonstrate work-like or work-preparatory behavior through regular and meaningful volunteer work that creates positive community attachments, as will be documented by electronic care management records. [Outcome Objective]

1.3 As a direct result of Objectives 1.0, 1.1, and 1.2, within twelve months of occupancy of a Pallet shelter, at least 95 percent of Pallet home community residents will secure permanent housing, as will be documented by the Consortium's internal electronic data management systems. [Outcome Objective]

2.0 By no later than August 31, 2023, the Collective Impact Consortium, under the leadership of The Devereux Center, will secure 100 percent matching funds, in-cash or in-kind, for the \$100,000 investment made by Advanced Health, thereby bringing the total value of resources available for the acquisition of Permanent Supported Housing to \$200,000, as will be documented by bank statements and financial records. [Process Objective]

2.1 As a direct result of Objective 2.0, and by not later than December 31, 2023, the Collective Impact Consortium will purchase, construct, renovate, or otherwise acquire a debt-free Permanent Supported Housing structure that is capable of supporting at least a single family, thereby increasing the community's Permanent Supported Housing stock by an N of two, as will be documented by a certificate of occupancy. [Outcome Objective]

### For the Gold Beach Community Center

1.0 By not later than 31 January 2023, the Gold Beach Community Center will increase its nutrition education presentations and demonstrations from once per month, to twice per month, with more variation (such as offering plant-based cooking classes, or evening classes), as will be documented by promotional materials that market the availability of these classes [Process Measure].

1.1 Pre-program surveys will be administered at the outset of each presentation or class, and post-program surveys will be administered at the conclusion of each presentation or class. A comparison of pre/post-program surveys will find that at least 80 percent of program participants evidenced at least a 60 percent gain in knowledge [Outcome Measure].

1.2 By not later than 31 July 2023, to increase by 50 percent the skill level of high school students in preparing nutritious meals as demonstrated by cooking skills exhibited by high school participants and observed by trained nutrition educators [Outcome Measure].

2.0 By not later than 31 July 2023, the Gold Beach Community Center will increase by 25 percent the number of under-60-year-old community members who regularly eat a nutritious meal at the Community Center, from a baseline monthly average of 31, to at least 39, as will be documented by the agency's internal data collection systems [Outcome Measure].

### For Coos Head Food Co-Op

## Advanced Health 2022 SHARE Initiative Spending Plan (Year 2)

- 1.0 By not later than 15 January 2023, to establish baseline measures for the Farm-to-School Expansion Program, specifically establishing baselines for: number of participating schools; numbers of participating students; number of volunteers; number of volunteer hours; and number of school gardens; and providing same to Advanced Health.
- 1.1 By not later than 31 October 2023, to increase by at least 40 percent over baseline, the number of participating schools, number of participating students, number of participating volunteers, number of volunteer hours, and number of school gardens, and providing these data sets to Advanced Health [Outcome Objective].
- 2.0 By not later than 15 January 2023, Coos Head Food Co-Op will establish meaningful baseline data for its “Double-Up Food Bucks Program,” and report same to Advanced Health. Such data sets must include: how many SNAP participants utilize the Double-Up vouchers on a monthly basis; how many pounds of produce are provided to participants on a monthly basis; and the proportional source of this produce (i.e., from local producers; from other than local producers).
- 2.1 By not later than 31 October 2023, to increase by at least 40 percent over baseline (to be established by 15 January 2023): the average number of monthly Double-Up Food Bucks program participants; the average monthly volume of pounds of produce distributed to program participants; and, the proportion of distributed produce that originates from local producers – all as will be documented by the Food Co-Op’s internal data collection systems [Outcome Measure].

**10. If the project or initiative requires data sharing, attach a proposed or final data-sharing agreement that details the obligation for the SDOH-E partner to comply with HIPAA, HITECH and other applicable laws regarding privacy and security of personally identifiable information and electronic health records and hard copies thereof. Does the project require data sharing?  Yes  No**



**Advanced Health 2022 SHARE Initiative Budget**

2022 SHARE Initiative spending approved by Advanced Health  
Revised March 2023

<b>Priority</b>	<b>Category</b>	<b>Organization</b>	<b>Amount Approved</b>
Housing and Homelessness, Coos County	Built Environment	The Nancy Devereux Center (Capital)	\$ 100,000
Housing and Homelessness, Coos County	Economic Stability	The Nancy Devereux Center (Pallet Home Community)	\$ 128,000
Housing and Homelessness, Coos County	Build Environment & Economic Stability	The Nancy Devereux Center (Capital and/or Pallet Home Community)	\$ 62,000
Housing and Homelessness, Curry County	Economic Stability & Built Environment	Oasis Advocacy and Shelter	\$ 90,000
Food and Nutrition, Coos County	Economic Stability	Coos Head Food Co-op	\$ 86,400
Food and Nutrition, Curry County	Economic Stability	Gold Beach Community Center	\$ 21,600
Trauma-Informed Child Care, Coos County	Economic Stability	Coastal Families Relief Nursery	\$ 110,000
Program Evaluation (for all SHARE program awards)		Kathy R Ingram, PH.D., Inc	\$ 52,000
<b>Total 2021 SHARE Initiative Spending</b>			<b>\$ 650,000</b>



**1.5** Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

**1.6** Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

**1.7** Effective Date. The date specified as such on Page 1 of this Agreement.

**1.8** Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

**1.9** Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

**1.10** RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

**1.11** SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

**1.12** Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

**1.13** Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

**1.14** Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

## **2. Awardee Responsibilities**

**2.1** Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

**2.2** Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

**2.3** Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

**2.4** Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

**2.5** All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

**2.6** Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

**2.6.1** Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

**2.7** Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

**2.8** Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

**2.8.1** comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

**2.8.2** cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

**2.8.3** confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

**2.8.4** promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

**2.9** Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

**2.10** Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

### **3. Administration Relating to Health Services.**

**3.1** Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

**3.1.1** loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;

**3.1.2** any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;

**3.1.3** any conviction of violating any criminal drug statute;

**3.1.4** any instance of Waste, Fraud or Abuse;

**3.1.5** any unauthorized disclosure of PHI or other confidential information relating to AH Members;

**3.1.6** (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee's discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or

**3.1.7** any event or situation that would trigger the requirement to file Form LLL, "Disclosure Form to Report Lobbying," or any State equivalent thereof.

### **3.2** Record-Keeping and Provision of Records.

**3.2.1** Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

**3.2.2** Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

#### **3.2.3** Audit Cooperation.

**3.2.3.1** Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

**3.2.3.2** Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

#### **3.2.4** Providing Information:

**3.2.4.1** Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

**3.2.4.2** Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

**3.2.4.3** Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

**3.3** Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

**4. Award Amount.**

**4.1** AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

**5. Term, Termination and Remedial Action.**

**5.1** Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

**5.2** AH Termination. AH may terminate this Agreement upon written notification to Awardee:

**5.2.1** upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

**5.2.2** upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

**5.2.3** if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

**5.2.4** Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

**5.3** Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

**5.3.1** upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

**5.3.2** if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

**5.3.3** in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

**5.3.4** if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

**5.4** Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

**5.4.1** if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

**5.4.2** in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

**5.4.3** AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

**5.4.4** if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

**5.4.5** upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

**5.4.6** take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

**5.4.7** mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

**5.4.8** engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

**5.4.9** attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

**5.4.10** use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

**5.4.11** make contributions to any political candidate, party, or campaign either within or without the United States;

**5.4.12** establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

**5.4.13** make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

**5.4.14** effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

**5.5** Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

**5.6** Effect of Termination. Upon termination of this Agreement:

**5.6.1** No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

**5.7** Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

**5.7.1** Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

**5.7.2** If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

**5.7.3** Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

**5.7.4** Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

## **6. Representations and Warranties; Awardee Certifications.**

**6.1** Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

**6.1.1** has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

**6.1.2** has the authority to enter into this Agreement; and

**6.1.3** is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

**6.2** Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

**6.3** Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

**6.3.1** has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

**6.3.2** is a business in good standing in the State of Oregon;

**6.3.3** has disclosed all information, as applicable, in Section 3.1 of this Agreement;

**6.3.4** Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

**6.3.5** Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

**6.4** Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

**6.5** Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

## **7. Indemnification.**

**7.1** Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH. AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

**7.2** Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

## **8. General Provisions.**

### **8.1 Amendment; Waiver.**

**8.1.1** Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

**8.1.2** Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

**8.1.3** Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

**8.2** Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

**8.3** Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**8.4** Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

**8.5** Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

**8.6** Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

**8.7** Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

**8.8** Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other’s Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

**8.9** Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

**8.10** No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

**8.11** Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[Signature Page Follows]*

The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

**AH:**

Western Oregon Advanced Health, LLC

  
\_\_\_\_\_  
Signature

Benjamin Messner  
Printed Name

Chief Executive Officer  
Title

Address:

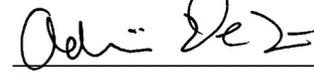
289 LaClair Street  
Coos Bay, OR 97420

E-mail:

[share@advancedhealth.com](mailto:share@advancedhealth.com)

**AWARDEE:**

Coastal Families Relief Nursery

  
\_\_\_\_\_  
Signature

Adrian DeLeon  
Printed Name

Board President  
Title

Address:

PO Box 1792  
Coos Bay, OR 97420

E-mail:

[CoastalFamiliesRN@charter.net](mailto:CoastalFamiliesRN@charter.net)

## Schedule A

### Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations

#### RFP Summary (attach RFP)

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

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

#### Scope of Work

Coastal Families Relief Nursery will provide a holistic approach of therapeutic early childhood classrooms, home visits, outreach services, and parent education programs that have been proven to reduce the likelihood of abuse for at-risk youth and also increase family functioning and resilience.

While United Way of Southwestern Oregon served as the initial backbone organization, Coastal Families Relief Nursery has developed a three-year budget and project launch plan, and has secured startup funding provided by the Judith Ann Mogan Foundation, and generous in-kind support from Oregon Association of Relief Nurseries (OARN) and South Coast Regional Early Learning Hub (SCREL).

Adjustments to the services to be provided or target populations listed in this Scope of Work section will be considered, as appropriate, to accommodate COVID-19 pandemic response or other Public Health Emergency guidance from local public health, Oregon Health Authority, and CDC.

#### Outcome Measurement and Evaluation

Alignment with Advanced Health Community Health Improvement Plan:  
Coos Community Health Improvement Plan Priority: Support efforts to mitigate trauma and increase resilience.

- 1.0 By not later than 31 January 2023, the Relief Nursery will seat a lawfully comprised governing board of directors and make application to the Internal Revenue Service, seeking independent tax-exempt status for the Relief Nursery, pursuant to IRS 501(c)(3), as will be documented by an exact, completed, and filed copy of IRS Form 1023.
- 2.0 By not later than 30 April 2023, the Relief Nursery will retain the services of a qualified executive director, as will be documented by payroll records.
- 3.0 By not later than 30 June 2023, the Relief Nursery will secure state certification as a recognized Relief Nursery, as will be documented by state correspondence.
- 4.0 By not later than 31 August 2023, the first children and families will be enrolled in the Relief Nursery, as will be documented by internal data systems.

### **Data Collection, Sharing, and Reporting Obligations**

Awardee will share a summary of the data collected and progress toward meeting the process and outcome measures with Advanced Health quarterly, including a brief discussion of barriers and challenges encountered. Reports are due quarterly as described in section 2.3 of the Cooperative Agreement.

Awardee shall submit financial expenditure reports as described in section 2.4 of the Cooperative Agreement.

Awardee shall cooperate with an independent and neutral program evaluation specialist as described in section 2.6 of the Cooperative Agreement.

## **Schedule B**

### **Funding**

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Award: \$110,000**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in December 2022.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.



1.5 Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

1.6 Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

1.7 Effective Date. The date specified as such on Page 1 of this Agreement.

1.8 Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

1.9 Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

1.10 RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

1.11 SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

1.12 Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

1.13 Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

1.14 Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

## **2. Awardee Responsibilities**

2.1 Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

2.2 Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

2.3 Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

2.4 Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

2.5 All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

2.6 Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

2.6.1 Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

2.7 Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

2.8 Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

2.8.1 comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

2.8.2 cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

2.8.3 confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

2.8.4 promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

2.9 Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

2.10 Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

### **3. Administration Relating to Health Services.**

3.1 Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

- 3.1.1 loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;
- 3.1.2 any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;
- 3.1.3 any conviction of violating any criminal drug statute;
- 3.1.4 any instance of Waste, Fraud or Abuse;
- 3.1.5 any unauthorized disclosure of PHI or other confidential information relating to AH Members;
- 3.1.6 (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee's discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or
- 3.1.7 any event or situation that would trigger the requirement to file Form LLL, "Disclosure Form to Report Lobbying," or any State equivalent thereof.

3.2 Record-Keeping and Provision of Records.

3.2.1 Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

3.2.2 Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

3.2.3 Audit Cooperation.

3.2.3.1 Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

3.2.3.2 Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

3.2.4 Providing Information;.

3.2.4.1 Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

3.2.4.2 Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

3.2.4.3 Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

3.3 Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

#### **4. Award Amount.**

4.1 AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

#### **5. Term, Termination and Remedial Action.**

5.1 Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

5.2 AH Termination. AH may terminate this Agreement upon written notification to Awardee:

5.2.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

5.2.2 upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

5.2.3 if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

5.2.4 Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.3 Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

5.3.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

5.3.2 if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

5.3.3 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

5.3.4 if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

5.4 Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.4.1 if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

5.4.2 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

5.4.3 AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

5.4.4 if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

5.4.5 upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

5.4.6 take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

5.4.7 mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

5.4.8 engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

5.4.9 attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

5.4.10 use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

5.4.11 make contributions to any political candidate, party, or campaign either within or without the United States;

5.4.12 establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

5.4.13 make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

5.4.14 effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

5.5 Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

5.6 Effect of Termination. Upon termination of this Agreement:

5.6.1 No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

5.7 Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

5.7.1 Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

5.7.2 If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

5.7.3 Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

5.7.4 Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

## **6. Representations and Warranties; Awardee Certifications.**

6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

6.1.1 has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

6.1.2 has the authority to enter into this Agreement; and

6.1.3 is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

6.2 Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

6.3 Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

6.3.1 has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

6.3.2 is a business in good standing in the State of Oregon;

6.3.3 has disclosed all information, as applicable, in Section 3.1 of this Agreement;

6.3.4 Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

6.3.5 Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

6.4 Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

6.5 Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

## **7. Indemnification.**

7.1 Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH . AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

7.2 Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

## **8. General Provisions.**

### **8.1 Amendment; Waiver.**

8.1.1 Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

8.1.2 Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

8.1.3 Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

8.2 Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

8.3 Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

8.4 Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

8.5 Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

8.6 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

8.7 Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

8.8 Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other’s Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

8.9 Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

8.10 No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[Signature Page Follows]*

The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

**AH:**

**AWARDEE:**

Western Oregon Advanced Health, LLC

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Benjamin Messner  
\_\_\_\_\_  
Printed Name

Patrick Franks  
\_\_\_\_\_  
Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Title

General Manager  
\_\_\_\_\_  
Title

Address:

Address:

289 LaClair Street  
Coos Bay, OR 97420

353 S 2<sup>nd</sup> Street  
Coos Bay, OR 97420

E-mail:

E-mail:

[share@advancedhealth.com](mailto:share@advancedhealth.com)

[office@coosheadfoodcoop.org](mailto:office@coosheadfoodcoop.org)

## Schedule A

### Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations

#### RFP Summary (attach RFP)

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

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

#### Scope of Work

Coos Head Food Co-Op will connect, broaden, and deepen our network of local resources by increasing access to nutritious food supplies through reinvesting in our local community:

1. The Co-Op will work through community building by being a location to congregate organizations and individuals interested in sustainable food access
2. The Co-Op will work with community partners to support the incubation and implementation of ideas to solve problems and remove barriers to increase access to healthy, sustainable food supplies.

Coos Head Food Co-Op will build and strengthen a Collaborative focused on nutritious food supplies through the integration of specific aspects of the cooperative principles of the National Cooperative Business Association; and the principles of Collective Impact. The Collaborative will address barriers (such as high cost and limited access), as well as address opportunities and community-centered solutions.

Populations served will include all community members, especially populations that experience barriers to accessing healthy foods.

Adjustments to the services to be provided or target populations listed in this Scope of Work section will be considered, as appropriate, to accommodate COVID-19 pandemic response or other Public Health Emergency guidance from local public health, Oregon Health Authority, and CDC.

## **Outcome Measurement and Evaluation**

Alignment with Advanced Health Community Health Improvement Plan:  
Coos Community Health Improvement Plan Priority: Food & Nutrition – Support efforts to decrease food insecurity and increase availability of healthy, nutritious food for all ages.

- 1.0 By not later than 15 January 2023, to establish baseline measures for the Farm-to-School Expansion Program, specifically establishing baselines for: number of participating schools; numbers of participating students; number of volunteers; number of volunteer hours; and number of school gardens; and providing same to Advanced Health.
  - 1.1 By not later than 31 October 2023, to increase by at least 40 percent over baseline, the number of participating schools, number of participating students, number of participating volunteers, number of volunteer hours, and number of school gardens, and providing these data sets to Advanced Health [Outcome Objective].
- 2.0 By not later than 15 January 2023, Coos Head Food Co-Op will establish meaningful baseline data for its “Double-Up Food Bucks Program,” and report same to Advanced Health. Such data sets must include: how many SNAP participants utilize the Double-Up vouchers on a monthly basis; how many pounds of produce are provided to participants on a monthly basis; and the proportional source of this produce (i.e., from local producers; from other than local producers).
  - 2.1 By not later than 31 October 2023, to increase by at least 40 percent over baseline (to be established by 15 January 2023): the average number of monthly Double-Up Food Bucks program participants; the average monthly volume of pounds of produce distributed to program participants; and, the proportion of distributed produce that originates from local producers – all as will be documented by the Food Co-Op’s internal data collection systems [Outcome Measure].

## **Data Collection, Sharing, and Reporting Obligations**

Awardee will share a summary of the data collected and progress toward meeting the process and outcome measures with Advanced Health quarterly, including a brief discussion of barriers and challenges encountered. Reports are due quarterly as described in section 2.3 of the Cooperative Agreement.

Awardee shall submit financial expenditure reports as described in section 2.4 of the Cooperative Agreement.

Awardee shall cooperate with an independent and neutral program evaluation specialist as described in section 2.6 of the Cooperative Agreement.

## **Schedule B**

### **Funding**

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Award: \$86,400**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in December 2022.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.

## SHARE COOPERATIVE AGREEMENT

**BETWEEN:**           **WESTERN OREGON ADVANCED HEALTH, LLC,           (AH)**  
                                  **an Oregon limited liability company, dba Advanced Health**

**AND:**                   **The Nancy Devereux Center                   (Awardee)**

**Each a “Party,” and together, the “Parties.”**

**Effective Date:**       **December 1, 2022**

### RECITALS

**WHEREAS** AH has requested applications (“RFA”) from qualified applicants to participate in its SHARE Initiative;

**WHEREAS**, Awardee has submitted a RFP to AH and was subsequently awarded funds to be used for the SHARE Initiative in accordance with its approved RFA.

### AGREEMENT

The Parties agree as follows:

**1. Definitions.**

1.1       Advanced Health. Western Oregon Advanced Health, LLC, an Oregon limited liability company.

1.2       Agreement. This SHARE Cooperative Agreement.

1.3       CCO Contract. The contract between Advanced Health and OHA, in which the former is assigned Members for services under the Oregon Health Plan, effective as of January 1, 2021.

1.4       Collective Impact Consortium. The Collective Impact Consortium is the wide array of community partners who have come together and who agree to work collaboratively and share resources to address a complex problem. Members of the Collective Impact Consortium select the backbone organization which will serve as the Applicant. The Coos and Curry Community Advisory Councils have formed working committees on housing and homeless, and nutrition. It is anticipated that at least some of the entities currently participating in the Coos Housing CHIP and Curry Housing CHIP will be represented as members of the Collective Impact Consortium for any Housing and Homelessness Application for their respective communities. Similarly, it is anticipated that at least some of the entities currently participating in the Curry Nutrition CHIP and Coos Nutrition CHIP will be represented as members of the Collective Impact Consortium for any Nutrition Application for their respective communities.

1.5 Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

1.6 Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

1.7 Effective Date. The date specified as such on Page 1 of this Agreement.

1.8 Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

1.9 Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

1.10 RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

1.11 SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

1.12 Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

1.13 Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

1.14 Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

## **2. Awardee Responsibilities**

2.1 Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

2.2 Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

2.3 Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

2.4 Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

2.5 All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

2.6 Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

2.6.1 Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

2.7 Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

2.8 Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

2.8.1 comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

2.8.2 cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

2.8.3 confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

2.8.4 promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

2.9 Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

2.10 Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

### **3. Administration Relating to Health Services.**

3.1 Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

- 3.1.1 loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;
- 3.1.2 any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;
- 3.1.3 any conviction of violating any criminal drug statute;
- 3.1.4 any instance of Waste, Fraud or Abuse;
- 3.1.5 any unauthorized disclosure of PHI or other confidential information relating to AH Members;
- 3.1.6 (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee’s discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or
- 3.1.7 any event or situation that would trigger the requirement to file Form LLL, “Disclosure Form to Report Lobbying,” or any State equivalent thereof.

3.2 Record-Keeping and Provision of Records.

3.2.1 Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

3.2.2 Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

3.2.3 Audit Cooperation.

3.2.3.1 Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

3.2.3.2 Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

3.2.4 Providing Information;.

3.2.4.1 Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

3.2.4.2 Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

3.2.4.3 Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

3.3 Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

#### **4. Award Amount.**

4.1 AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

#### **5. Term, Termination and Remedial Action.**

5.1 Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

5.2 AH Termination. AH may terminate this Agreement upon written notification to Awardee:

5.2.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

5.2.2 upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

5.2.3 if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

5.2.4 Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.3 Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

5.3.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

5.3.2 if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

5.3.3 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

5.3.4 if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

5.4 Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.4.1 if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

5.4.2 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

5.4.3 AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

5.4.4 if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

5.4.5 upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

5.4.6 take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

5.4.7 mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

5.4.8 engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

5.4.9 attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

5.4.10 use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

5.4.11 make contributions to any political candidate, party, or campaign either within or without the United States;

5.4.12 establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

5.4.13 make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

5.4.14 effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

5.5 Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

5.6 Effect of Termination. Upon termination of this Agreement:

5.6.1 No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

5.7 Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

5.7.1 Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

5.7.2 If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

5.7.3 Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

5.7.4 Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

## **6. Representations and Warranties; Awardee Certifications.**

6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

6.1.1 has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

6.1.2 has the authority to enter into this Agreement; and

6.1.3 is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

6.2 Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

6.3 Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

6.3.1 has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

6.3.2 is a business in good standing in the State of Oregon;

6.3.3 has disclosed all information, as applicable, in Section 3.1 of this Agreement;

6.3.4 Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

6.3.5 Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

6.4 Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

6.5 Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

## **7. Indemnification.**

7.1 Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH. AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

7.2 Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

## **8. General Provisions.**

### **8.1 Amendment; Waiver.**

8.1.1 Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

8.1.2 Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

8.1.3 Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

8.2 Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

8.3 Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

8.4 Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

8.5 Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

8.6 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

8.7 Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

8.8 Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other’s Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

8.9 Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

8.10 No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[Signature Page Follows]*

The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

**AH:**

**AWARDEE:**

Western Oregon Advanced Health, LLC

The Nancy Devereux Center

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Benjamin Messner  
\_\_\_\_\_  
Printed Name

Tara Johnson  
\_\_\_\_\_  
Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Title

Director  
\_\_\_\_\_  
Title

Address:

Address:

289 LaClair Street  
Coos Bay, OR 97420

1200 Newmark Avenue  
PO Box 3519  
Coos Bay, OR 97420

E-mail:

E-mail:

[share@advancedhealth.com](mailto:share@advancedhealth.com)

[tarajohnson@thedeveurexcenter.org](mailto:tarajohnson@thedeveurexcenter.org)

## Schedule A

### Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations

#### RFP Summary (attach RFP)

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

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

#### Scope of Work

At the individual level, the Collective Impact Consortium led by the Nancy Devereux Center will continue to operate a Pallet home community that will involve approximately twenty-five 8' x 8' shelters, and a larger unit that will be used as offices and meeting space for on-site staff and volunteers who will provide an array of supportive services. The target population will be comprised of persons who are homeless, with priority given to those with concurrent behavioral health diagnoses. The project will operate with fidelity according to the Housing First evidence-based best practice model.

The first individuals to be housed at the Pallet home community will be clients who are currently known to The Devereux Center through its drop-in center, and who have agreed to participate in case management leading to client-selected goals and outcomes. The Collective Impact Consortium, will operate the Pallet home community and provide meals and a broad array of other supports to residents. Security staff will welcome guests, assure residents are signed-in or signed-out for the day, confirm daily appointments, enforce community rules (i.e., regarding weapons), and secure gates during after-hours.

The housing activities at the community level are prescribed by Advanced Health's SHARE Initiative Request for Applications, to wit: Apply a Collective Impact model that leverages a multidisciplinary array of community partners to work at the community level to contribute funds to efforts to create affordable, leasehold, Permanent Supported Housing. The target population is similarly prescribed and defined as persons who are currently housed in temporary

or transitional housing and who have sufficient means to timely pay affordable (and steeply discounted) rents. Permanent Supported Housing is an evidence-based best practice.

Adjustments to the services to be provided or target populations listed in this Scope of Work section will be considered, as appropriate, to accommodate COVID-19 pandemic response or other Public Health Emergency guidance from local public health, Oregon Health Authority, and CDC.

## **Outcome Measurement and Evaluation**

Alignment with Advanced Health Community Health Improvement Plan:  
Coos Community Health Improvement Plan Priority: Housing & Homelessness – Increase housing availability, increase quality and safety of housing, and support projects that address homelessness

### Objectives for Pallet Home Community Operations

- 1.0 During each of two performance periods, the Collective Impact Consortium, under the leadership of The Devereux Center, will provide 7,300 shelter nights in the Pallet home community; 1,300 hours of intensive case management services; 7,300 hot meals; and at least 1,500 units of supportive services, on behalf of a minimum of 25 unduplicated Pallet home residents, as will be documented by the Consortium’s internal electronic data management systems. [Process Objective]
- 1.1 As a direct result of Objective 1.0, within six months of occupancy of a Pallet shelter, at least 80 percent of Pallet home community residents will have completed at least 80 percent of their initial and individually negotiated case management objectives, as will be documented by electronic care management records. [Outcome Objective]
- 1.2 As a direct result of Objective 1.0 and 1.1, within nine months of occupancy of a Pallet shelter, at least 90 percent of Pallet home community residents will either: establish a new disability claim; enter, complete or maintain behavioral health treatment; secure employment; enter a formal or informal vocational training program; or demonstrate work-like or work-preparatory behavior through regular and meaningful volunteer work that creates positive community attachments, as will be documented by electronic care management records. [Outcome Objective]
- 1.3 As a direct result of Objectives 1.0, 1.1, and 1.2, within twelve months of occupancy of a Pallet shelter, at least 95 percent of Pallet home community residents will secure permanent housing, as will be documented by the Consortium’s internal electronic data management systems. [Outcome Objective]

### Objectives for Permanent Supported Housing

- 2.0 By no later than August 31, 2023, the Collective Impact Consortium, under the leadership of The Devereux Center, will secure 100 percent matching funds, in-cash or in-kind, for the \$100,000 investment made by Advanced Health, thereby bringing the total value of resources available for the acquisition of Permanent Supported Housing to \$200,000, as will be documented by bank statements and financial records. [Process Objective]
- 2.1 As a direct result of Objective 2.0, and by not later than December 31, 2023, the Collective Impact Consortium will purchase, construct, renovate, or otherwise acquire a debt-free Permanent Supported Housing structure that is capable of supporting at least a single family, thereby increasing the community's Permanent Supported Housing stock by an  $N$  of two, as will be documented by a certificate of occupancy. [Outcome Objective]

### **Data Collection, Sharing, and Reporting Obligations**

Awardee will share a summary of the data collected and progress toward meeting the process and outcome measures with Advanced Health quarterly, including a brief discussion of barriers and challenges encountered. Reports are due quarterly as described in section 2.3 of the Cooperative Agreement.

Awardee shall submit financial expenditure reports as described in section 2.4 of the Cooperative Agreement.

Awardee shall cooperate with an independent and neutral program evaluation specialist as described in section 2.6 of the Cooperative Agreement.

## **Schedule B**

### **Funding**

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Award: \$228,000**

**Pallet Community Operations: \$128,000**

**Permanent Supported Housing Capital: \$100,000**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in December 2022.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.

## FIRST AMENDMENT TO SHARE COOPERATIVE AGREEMENT

**BETWEEN:** WESTERN OREGON ADVANCED HEALTH, LLC (“AH”)  
an Oregon Limited Liability Company

**AND:** The Nancy Devereux Center (“Awardee”)

Each a “Party,” and together, the “Parties.”

**Effective Date of Amendment: March 20, 2023**

This First Amendment to SHARE Cooperative Agreement (“**Amendment**”) amends the SHARE Cooperative Agreement (the “**Agreement**”) between the Parties, with an effective date of:

Agreement Effective Date: December 1, 2022.

Capitalized terms used but not otherwise defined have the meanings assigned to them in the Agreement.

### BACKGROUND

Pursuant to section 8.1.1 of the Agreement, the Parties hereto amend the Agreement as follows:

### AMENDMENT

1. **Amendment.**
  - A. Schedule B-1, Funding, is added and attached as First Amendment to SHARE Cooperative Agreement.
2. **No Other Modifications or Amendments.** Except as expressly provided in this Amendment, the Agreement, all other Exhibits attached thereto, remains unchanged and is in full force and effect according to its terms.
3. **Terms and Conditions of Amendment.** This Amendment is subject to all of the terms and conditions of the Agreement and the Exhibits attached thereto, and all such terms are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the Parties have executed this Amendment as provided below:

AH:

Western Oregon Advanced Health, LLC

By: Ben Messner

Name: Ben Messner

Title: CEO

Date: 3/31/2023

Awardee:

The Nancy Devereux Center

By: Tara Johnson

Name: Tara Johnson

Title: Executive Director

Date: 3-28-23

## Schedule B-1

### Funding

Awardee shall receive an additional award in accordance with the terms below.

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Additional Award: \$62,000**

**Pallet Community Operations: Amount to be mutually determined by AH and Awardee**

**Permanent Supported Housing Capital: Amount to be mutually determined by AH and Awardee**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in April 2023.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.





1.5 Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

1.6 Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

1.7 Effective Date. The date specified as such on Page 1 of this Agreement.

1.8 Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

1.9 Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

1.10 RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

1.11 SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

1.12 Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

1.13 Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

1.14 Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

## **2. Awardee Responsibilities**

2.1 Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

2.2 Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

2.3 Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

2.4 Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

2.5 All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

2.6 Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

2.6.1 Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

2.7 Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

2.8 Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

2.8.1 comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

2.8.2 cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

2.8.3 confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

2.8.4 promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

2.9 Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

2.10 Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

### **3. Administration Relating to Health Services.**

3.1 Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

3.1.1 loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;

3.1.2 any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;

3.1.3 any conviction of violating any criminal drug statute;

3.1.4 any instance of Waste, Fraud or Abuse;

3.1.5 any unauthorized disclosure of PHI or other confidential information relating to AH Members;

3.1.6 (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee's discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or

3.1.7 any event or situation that would trigger the requirement to file Form LLL, "Disclosure Form to Report Lobbying," or any State equivalent thereof.

### 3.2 Record-Keeping and Provision of Records.

3.2.1 Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

3.2.2 Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

#### 3.2.3 Audit Cooperation.

3.2.3.1 Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

3.2.3.2 Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

#### 3.2.4 Providing Information:

3.2.4.1 Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

3.2.4.2 Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

3.2.4.3 Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

3.3 Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

**4. Award Amount.**

4.1 AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

**5. Term, Termination and Remedial Action.**

5.1 Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

5.2 AH Termination. AH may terminate this Agreement upon written notification to Awardee:

5.2.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

5.2.2 upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

5.2.3 if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

5.2.4 Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.3 Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

5.3.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

5.3.2 if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

5.3.3 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

5.3.4 if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

5.4 Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.4.1 if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

5.4.2 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

5.4.3 AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

5.4.4 if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

5.4.5 upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

5.4.6 take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

5.4.7 mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

5.4.8 engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

5.4.9 attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

5.4.10 use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

5.4.11 make contributions to any political candidate, party, or campaign either within or without the United States;

5.4.12 establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

5.4.13 make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

5.4.14 effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

5.5 Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

5.6 Effect of Termination. Upon termination of this Agreement:

5.6.1 No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

5.7 Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

5.7.1 Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

5.7.2 If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

5.7.3 Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

5.7.4 Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

## **6. Representations and Warranties; Awardee Certifications.**

6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

6.1.1 has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

6.1.2 has the authority to enter into this Agreement; and

6.1.3 is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

6.2 Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

6.3 Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

6.3.1 has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

6.3.2 is a business in good standing in the State of Oregon;

6.3.3 has disclosed all information, as applicable, in Section 3.1 of this Agreement;

6.3.4 Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

6.3.5 Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

6.4 Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

6.5 Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

## **7. Indemnification**

7.1 Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH. AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

7.2 Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

## **8. General Provisions.**

### **8.1 Amendment; Waiver.**

8.1.1 Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

8.1.2 Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

8.1.3 Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

8.2 Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

8.3 Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

8.4 Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

8.5 Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

8.6 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

8.7 Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

8.8 Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other's Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

8.9 Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

8.10 No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[Signature Page Follows]*

The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

**AH:**

Western Oregon Advanced Health, LLC

  
\_\_\_\_\_  
Signature

Benjamin Messner  
Printed Name

Chief Executive Officer  
Title

Address:

289 LaClair Street  
Coos Bay, OR 97420

E-mail:

[share@advancedhealth.com](mailto:share@advancedhealth.com)

**AWARDEE:**

The Gold Beach Community Center

  
\_\_\_\_\_  
Signature

Julie Michel  
Printed Name

Board President  
Title

Address:

29841 Airport Way  
PO Box 1277  
Gold Beach, OR 97444

E-mail:

[thegbcenter@gmail.com](mailto:thegbcenter@gmail.com)

## Schedule A

### Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations

#### RFP Summary (attach RFP)

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

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

#### Scope of Work

##### Meals on Wheels Program:

Services to be provided: Seven meals a week delivered to home-bound seniors and individuals with disabilities.

Target population: any homebound person over the age of 60, or any homebound disabled person who needs food and resides in the greater Gold Beach area.

##### Nutrition for All Ages Program:

Services to be provided: Congregate meals provided on-site through a Community Café model where anyone can dine with dignity, respect, and safely while they socialize with others in the community to which they belong, and regardless of their ability to pay for the meal.

Target population: Any community resident, of any age, who wants or needs a meal

##### Activities Program:

Services to be provided: Intergenerational programs and activities focusing on youth enrichment through art, music, and team-building games; nutritional cooking classes and demonstrations for all ages; exercise programs, such as stretch, beach walks, and dance

Target population: Any community member of any age who needs a supportive and safe place to socially engage with others.

Adjustments to the services to be provided or target populations listed in this Scope of Work section will be considered, as appropriate, to accommodate COVID-19 pandemic response or other Public Health Emergency guidance from local public health, Oregon Health Authority, and CDC.

## **Outcome Measurement and Evaluation**

Alignment with Advanced Health Community Health Improvement Plan:

Curry Community Health Improvement Plan Priority: Decrease food insecurity and increase availability of healthy, nutritious food for all ages.

- 1.0 By not later than 31 January 2023, the Gold Beach Community Center will increase its nutrition education presentations and demonstrations from once per month, to twice per month, with more variation (such as offering plant-based cooking classes, or evening classes), as will be documented by promotional materials that market the availability of these classes [Process Measure].
  - 1.1 Pre-program surveys will be administered at the outset of each presentation or class, and post-program surveys will be administered at the conclusion of each presentation or class. A comparison of pre/post-program surveys will find that at least 80 percent of program participants evidenced at least a 60 percent gain in knowledge [Outcome Measure].
  - 1.2 By not later than 31 July 2023, to increase by 50 percent the skill level of high school students in preparing nutritious meals as demonstrated by cooking skills exhibited by high school participants and observed by trained nutrition educators [Outcome Measure].
- 2.0 By not later than 31 July 2023, the Gold Beach Community Center will increase by 25 percent the number of under-60-year-old community members who regularly eat a nutritious meal at the Community Center, from a baseline monthly average of 31, to at least 39, as will be documented by the agency's internal data collection systems [Outcome Measure].

## **Data Collection, Sharing, and Reporting Obligations**

Awardee will collect data and monitor progress toward meeting the stated process and outcome measures. Program status will be evaluated monthly, including

- number of meals prepared and delivered to homebound and disabled persons,
- number of meals prepared and eaten at the Community Center Café congregate dining site,
- nutrition education programs scheduled and presented, and
- cooking demonstrations or classes scheduled and completed.

Awardee will share a summary of the data collected and progress toward meeting the process and outcome measures with Advanced Health quarterly, including a brief discussion of barriers

and challenges encountered. Reports are due quarterly as described in section 2.3 of the Cooperative Agreement.

Awardee shall submit financial expenditure reports as described in section 2.4 of the Cooperative Agreement.

Awardee shall cooperate with an independent and neutral program evaluation specialist as described in section 2.6 of the Cooperative Agreement.

## **Schedule B**

### **Funding**

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Award: \$21,600**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in December 2022.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.

## SHARE COOPERATIVE AGREEMENT

**BETWEEN:**           **WESTERN OREGON ADVANCED HEALTH, LLC,           (AH)**  
                                  **an Oregon limited liability company, dba Advanced Health**

**AND:**                   **Oasis Advocacy and Shelter           (Awardee)**

**Each a “Party,” and together, the “Parties.”**

**Effective Date:**       **December 1, 2022**

### RECITALS

**WHEREAS** AH has requested applications (“RFA”) from qualified applicants to participate in its SHARE Initiative;

**WHEREAS,** Awardee has submitted a RFP to AH and was subsequently awarded funds to be used for the SHARE Initiative in accordance with its approved RFA.

### AGREEMENT

The Parties agree as follows:

**1. Definitions.**

1.1       Advanced Health. Western Oregon Advanced Health, LLC, an Oregon limited liability company.

1.2       Agreement. This SHARE Cooperative Agreement.

1.3       CCO Contract. The contract between Advanced Health and OHA, in which the former is assigned Members for services under the Oregon Health Plan, effective as of January 1, 2021.

1.4       Collective Impact Consortium. The Collective Impact Consortium is the wide array of community partners who have come together and who agree to work collaboratively and share resources to address a complex problem. Members of the Collective Impact Consortium select the backbone organization which will serve as the Applicant. The Coos and Curry Community Advisory Councils have formed working committees on housing and homeless, and nutrition. It is anticipated that at least some of the entities currently participating in the Coos Housing CHIP and Curry Housing CHIP will be represented as members of the Collective Impact Consortium for any Housing and Homelessness Application for their respective communities. Similarly, it is anticipated that at least some of the entities currently participating in the Curry Nutrition CHIP and Coos Nutrition CHIP will be represented as members of the Collective Impact Consortium for any Nutrition Application for their respective communities.

1.5 Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

1.6 Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

1.7 Effective Date. The date specified as such on Page 1 of this Agreement.

1.8 Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

1.9 Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

1.10 RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

1.11 SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

1.12 Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

1.13 Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

1.14 Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

## **2. Awardee Responsibilities**

2.1 Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

2.2 Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

2.3 Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

2.4 Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

2.5 All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

2.6 Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

2.6.1 Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

2.7 Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

2.8 Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

2.8.1 comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

2.8.2 cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

2.8.3 confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

2.8.4 promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

2.9 Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

2.10 Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

### **3. Administration Relating to Health Services.**

3.1 Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

- 3.1.1 loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;
- 3.1.2 any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;
- 3.1.3 any conviction of violating any criminal drug statute;
- 3.1.4 any instance of Waste, Fraud or Abuse;
- 3.1.5 any unauthorized disclosure of PHI or other confidential information relating to AH Members;
- 3.1.6 (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee’s discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or
- 3.1.7 any event or situation that would trigger the requirement to file Form LLL, “Disclosure Form to Report Lobbying,” or any State equivalent thereof.

3.2 Record-Keeping and Provision of Records.

3.2.1 Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

3.2.2 Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

3.2.3 Audit Cooperation.

3.2.3.1 Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

3.2.3.2 Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

3.2.4 Providing Information;.

3.2.4.1 Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

3.2.4.2 Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

3.2.4.3 Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

3.3 Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

#### **4. Award Amount.**

4.1 AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

#### **5. Term, Termination and Remedial Action.**

5.1 Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

5.2 AH Termination. AH may terminate this Agreement upon written notification to Awardee:

5.2.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

5.2.2 upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

5.2.3 if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

5.2.4 Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.3 Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

5.3.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

5.3.2 if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

5.3.3 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

5.3.4 if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

5.4 Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.4.1 if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

5.4.2 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

5.4.3 AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

5.4.4 if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

5.4.5 upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

5.4.6 take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

5.4.7 mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

5.4.8 engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

5.4.9 attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

5.4.10 use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

5.4.11 make contributions to any political candidate, party, or campaign either within or without the United States;

5.4.12 establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

5.4.13 make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

5.4.14 effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

5.5 Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

5.6 Effect of Termination. Upon termination of this Agreement:

5.6.1 No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

5.7 Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

5.7.1 Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

5.7.2 If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

5.7.3 Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

5.7.4 Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

## **6. Representations and Warranties; Awardee Certifications.**

6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

6.1.1 has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

6.1.2 has the authority to enter into this Agreement; and

6.1.3 is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

6.2 Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

6.3 Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

6.3.1 has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

6.3.2 is a business in good standing in the State of Oregon;

6.3.3 has disclosed all information, as applicable, in Section 3.1 of this Agreement;

6.3.4 Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

6.3.5 Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

6.4 Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

6.5 Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

## **7. Indemnification.**

7.1 Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH . AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

7.2 Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

## **8. General Provisions.**

### **8.1 Amendment; Waiver.**

8.1.1 Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

8.1.2 Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

8.1.3 Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

8.2 Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

8.3 Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

8.4 Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

8.5 Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

8.6 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

8.7 Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

8.8 Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other’s Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

8.9 Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

8.10 No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[Signature Page Follows]*

The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

**AH:**

Western Oregon Advanced Health, LLC



Signature

Benjamin Messner

Printed Name

Chief Executive Officer

Title

Address:

289 LaClair Street  
Coos Bay, OR 97420

E-mail:

[share@advancedhealth.com](mailto:share@advancedhealth.com)

**AWARDEE:**

Oasis Advocacy and Shelter



Signature

Mary Pat Luetke-Stahlman

Printed Name

Executive Director

Title

Address:

PO Box 932  
Gold Beach, OR 97444

E-mail:

[mary@oasisadvocacy.org](mailto:mary@oasisadvocacy.org)

**Schedule A**

**Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations**

**RFP Summary (attach RFP)**

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

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

**Scope of Work**

Oasis Advocacy and Shelter will lead community partners in securing funding and establishing a Project Turnkey program in Curry County. The Project Turnkey model is to acquire motels or hotels for use as non-congregate shelter for people experiencing homelessness, at-risk of homelessness, or displaced by wildfires.

Advanced Health will facilitate the transfer of Year One SHARE Initiative funds from Curry Homeless Coalition in the amount of \$60,000 to Oasis Shelter, and will provide Oasis Shelter with a like amount from the Year Two SHARE Initiative Fund. Oasis Shelter will use the combined \$120,000 in support of Project Turnkey. Oasis Shelter has been invited to submit the Project Turnkey proposal to the Oregon Community Foundation.

If the Project Turnkey application to OCF is unsuccessful, Oasis Shelter shall use the funds to provide emergency and temporary housing assistance to any family or individual who may be characterized by a socially-determining factor that either has, or may in the future, place the family member or individual at risk for sub-optimal health and/or health disparities.

Adjustments to the services to be provided or target populations listed in this Scope of Work section will be considered, as appropriate, to accommodate COVID-19 pandemic response or other Public Health Emergency guidance from local public health, Oregon Health Authority, and CDC.

**Outcome Measurement and Evaluation**

Alignment with Advanced Health Community Health Improvement Plan:  
Curry Community Health Improvement Plan Priority: Increase housing availability, affordability and increase quality of housing and support projects that address homelessness.

- 1.0 By not later than 1 March 2023, and in consultation with community partners and stakeholders, to determine whether the SHARE project will work at the individual or community level, as will be documented by minutes or other records of stakeholder meetings.
  - 1.1 If it is determine that the project will work at the community level, then by not later than 30 April 2023, to leverage SHARE resources with Project Turnkey resources, and submit a written plan to Advanced Health that describes the nature of the leverage agreements and quantifies the specific housing-related services that will be offered.
  - 1.2 If it is determined that the project will work at the individual level, then by not later than 1 April 2023, Oasis will submit to Advanced Health a corresponding work plan with time-framed and measurable outcome objectives for the balance of the initial year grant period.

### **Data Collection, Sharing, and Reporting Obligations**

Awardee will share a summary of the data collected and progress toward meeting the process and outcome measures with Advanced Health quarterly, including a brief discussion of barriers and challenges encountered. Reports are due quarterly as described in section 2.3 of the Cooperative Agreement.

Awardee shall submit financial expenditure reports as described in section 2.4 of the Cooperative Agreement.

Awardee shall cooperate with an independent and neutral program evaluation specialist as described in section 2.6 of the Cooperative Agreement.

## **Schedule B**

### **Funding**

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Award: \$60,000**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in December 2022.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.



In witness hereof, the Parties have executed this Amendment as provided below:

**AH:**

**Western Oregon Advanced Health, LLC**

By: Ben Messner

Name: Ben Messner

Title: CEO

Date: 3/31/2023

**Awardee:**

**Oasis Advocacy and Shelter**

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

Name: Mary Pat Luetke - Stahlman

Title: Executive Director

Date: 3/28/2023

## Schedule B-1

### Funding

Awardee shall receive an additional award in accordance with the terms below.

Amount, distribution schedule and allowable percentages of indirect costs.

**Total Amount of Additional Award: \$30,000**

**Distribution Schedule:** Full amount of award will be distributed to awardee within 30 days of the Oregon Health Authority's approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in April 2023.

**Indirect Costs** are expenses that apply to more than one program within an organizational operating budget and are not specifically attributable to the direct costs of providing the services or constructing the housing that are contemplated in this RFA. Indirect costs may include, but are not limited to: administrative overhead including executive personnel; essential facilities; support personnel; utilities; rents; depreciation; liability insurance premiums; general office supplies; accountancy services; and information technology services and supports. Consistent with Advanced Health's contractual agreement with the Oregon Health Authority, indirect costs are strictly limited to eight percent (8%) of total program costs. For the Awardee, the calculation of indirect costs is based on all program costs, less the value of Sub-Awardee costs, to permit SubAwardees to also claim their share of indirect cost reimbursements.