



# 2023 SHARE Initiative Spending Plan (Year 3)

December 2023

## Advanced Health 2023 SHARE Initiative Spending Plan (Year 3)

CCO name: Advanced Health

CCO contact: Anna Warner, [anna.warner@advancedhealth.com](mailto:anna.warner@advancedhealth.com)

### Section 1: SHARE Initiative Designation

1. What is the dollar amount for your CCO's SHARE Initiative Designation? (as recorded in cell G40 in [Exhibit L – Report L6.7](#))  
\$535,000

### 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, 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 was continued for Year 2 (November 15, 2022 to November 14, 2023), with an array of consumer nutrition activities and measurable outcome objectives. Based on satisfactory attainment of the project's initial outcome metrics, the project will be continued for a third year (November 1, 2023 through October 31, 2024), with steadily increasing outcomes and measurement. 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-optimal health and/or health disparities. The amount of the award under the cooperative agreement is \$86,000.

**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 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 Investment 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 are

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being used to train new and additional certified child care providers. These two projects are considered completed. In SHARE Initiative Year 2, Advanced Health awarded \$110,000 to Coastal Families Relief Nursery. Coastal Families Relief Nursery was an emerging organization, seeking to restore the services of a previous relief nursery that had failed. Advanced Health's SHARE contributions were developmental in nature and were purposed at seating a diverse and representative board of directors, attaining state certification as a Relief Nursery, retaining qualified staff, and establishing IRS 501(c)(3) tax-exempt status. These developmental milestones were fully attained. In SHARE Initiative Year 3 (November 1, 2023 through October 31, 2024), Advanced Health will sustain its investment in the Relief Nursery, and has established specific client-focused outcome metrics for the coming year. 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. The amount of the award under the cooperative agreement is \$110,000.

**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 was continued as previously agreed for Year 2 (November 15, 2022 to November 14, 2023). During this second year, the Devereux Center continued to operate a sizeable and successful pallet home community, and leveraged the SHARE Initiative's capital resources to acquire a single property consisting of a single-family home and a duplex which are being renovated to create three permanent supported housing units, meaning that the Devereux Center has successfully leveraged SHARE resources to create five permanent supported housing units. Given this success, and the need to offset operating costs for the pallet home community, Advanced Health will again support the Devereux Center during the third SHARE year (November 1, 2023 through October 31, 2024). 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 for capital support for scattered-site permanent supported housing, for a total cooperative agreement award of \$228,000.

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**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 the intervening period, several new nonprofit entities (Neighbor-to-Neighbor in northern Curry County, and Brookings Core Response) along with established agencies (Curry County Housing Authority, Oasis Shelter, Curry Homeless Coalition) sought technical assistance and established the Curry County Homeless Task Force, which has been recently recognized by the Governor's Office and awarded a \$500,000 grant from Oregon Housing and Community Services under the Governor's initiative for rural communities. In SHARE Initiative Year 3 (November 1, 2023 through October 31, 2024), Advanced Health will invest \$60,000 in the development of a permanent, co-housing, supported housing facility, which is an included element in the Curry Homeless Task Force's state-approved plan. Curry Homeless Coalition will serve as the awardee. The target population is comprised of persons aged 55 or older, who are unstably housed, and 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.

### 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 was comprised of (largely retired) individuals who were long-time community members and who possessed 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

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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.

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).

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 through the expansion of available trauma-informed child care, among other strategies), 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, including improved access to quality child care services for parents who are entering the workforce); 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 (as determined by the Community Advisory Councils) and selected SHARE Initiative spending priorities.

The Program Committee presented the results of its root cause and gap analyses, along with its resulting recommendations for SHARE Initiative priorities. 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

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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 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 \$535,000 in SHARE Initiative funding recommended by the Community Advisory Councils and approved by Advanced Health's board of directors, 54 percent, \$288,000, was directed to the support of housing and homeless projects. In Coos County, Advanced Health proposes to allocate \$228,000 to the Devereux Center to 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 sustain and expand temporary housing for persons who are homeless; and, (2) Work at the community level to contribute establish affordable permanent, leasehold, supportive housing.

In Curry County, Advanced Health proposes to allocate \$60,000, to the Curry Homeless Coalition to apply evidence-based strategies (a co-housing model) and a Collective Impact model (through the Curry Homeless Task Force) to work at the community level to acquire and operate a property as a permanent supported housing unit.

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### 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.**

**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
- 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.**

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**A. Partner name:** Curry Homeless Coalition

**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. 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. Scoring criteria were established and included in the published RFA. The Program Committee reviewed and scored all applications. The Program Committee submitted its recommendations to the Community Advisory Councils, who made some revisions and independent recommendations. The Program Committee adopted and incorporated the CACs' revisions and recommendations, and submitted these to Advanced Health's board of directors, who accepted the recommendations as submitted and made the final funding decisions. In Year 3, continuation projects from the Year 1 selection process include: Coos Head Food Co-Op; and the Nancy Devereux Center.

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. Of these two projects, Coastal Families Relief Nursery, it is proposed that Coastal Families Relief Nursery will be continued into Year 3.

For Year 3 (the situate focus of this Spending Plan), unallocated funds remained available for the Housing and Homelessness Category in Curry County. An invitational Request for Applications was developed and submitted to the Curry County Community Advisory Council for review, scoring, and



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recommendation. The Curry County Community Advisory Council recommends that the Curry Homeless Coalition be awarded a cooperative agreement for Year 3 in the amount of \$60,000. This recommendation has been approved by Advanced Health’s board of directors.

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 attached files:

- Advanced Health - 2023 SHARE Cooperative Agreement\_Coastal Relief Nursery – signed
- Advanced Health - 2023 SHARE Cooperative Agreement\_Coos Head Food Co-Op – signed
- Advanced Health - 2023 SHARE Cooperative Agreement\_Curry Homeless Coalition – signed
- Advanced Health - 2023 SHARE Cooperative Agreement\_Devereux Center – signed

If no, please explain why not. [Click here](#) to enter text.

8. **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 attached file:

- Advanced Health 2023 SHARE Initiative Budget Proposal

### Community advisory council (CAC) role

9. **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.

For Year 3 (the situate focus of this Spending Plan), unallocated funds remained available for the Housing and Homelessness Category in Curry County. An invitational Request for Applications was developed and submitted to the Curry County Community Advisory Council for review, scoring, and

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recommendation. The Curry County Community Advisory Council recommends that the Curry Homeless Coalition be awarded a cooperative agreement for Year 3 in the amount of \$60,000. This recommendation has been approved by Advanced Health's board of directors.

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

Regular, quarterly, formative and summative evaluation reports are independently prepared and made available to Community Advisory Councils for review and feedback. Year 3 (November 1, 2023 through October 31, 2024) is intended to be the final year under the former RFA solicitation process. Because new Community Needs Assessments and new Community Health Improvement Plans will be developed, an entirely new Request for Application process will commence in the Spring of 2024, for cooperative agreements to be awarded effective November 1, 2024. The Community Advisory Councils will identify the major categories in which solicitations will be sought, in compliance with OHA's guidance, and according to the newly adopted Community Health Needs Assessments and Community Health Improvement Plans. This RFA process will respect the right of current awardees to re-apply for funding if their projects are consistent with priorities identified and adopted by the CACs. In summary, CACs will: (1) Identify strategic priorities; (2) Establish application guidelines and requirements; (3) Author the Request for Applications; (4) Score and evaluate responses received to the RFA; and, (5) Make funding recommendations to Advanced Health's governing board. CACs will also determine the evaluator mechanisms for cooperative agreements awarded with an effective date of November 1, 2024.

### **Section 3: Additional details**

- 10. (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 an independent party for the performance of professional program evaluation services. The independent program evaluation consultant has served as a federally approved evaluator or principal investigator for myriad projects funded by the U.S. Departments of Agriculture, Commerce, Health and Human Services, Interior, Labor, and Transportation. She holds national certification in Federal Grants Accountability and has taught program evaluation at the community and post-secondary level; she is a past member of the American Evaluation Association. The independent program evaluation consultant will provide professional

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evaluation (and technical assistance) functions for each of the funded SHARE Initiative projects. Representative consumer-members of relevant CACs may serve as evaluation team members.

Under this evaluation design, formative and summative evaluation are performed by the independent program evaluation specialist, and the reports generated through this process are subject to review by Advanced Health's program and quality leadership, the Community Advisory Councils, and Advanced Health's governing board. Qualitative evaluation is the exclusive purview of the Community Advisory Councils.

The independent evaluator, together with CAC evaluation team members if assigned, 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, 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, to engage in data sampling at each funded site, and to review the source documentation for each data sample to test for data fidelity;
- c. At the six-month mark, to call for process and outcome data-to-date, and to 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];
- d. At the nine-month mark, to call for process and outcome data-to-date, convene a CAC-driven qualitative evaluation, publish an Interim Summary of Findings, and if corrective action was previously specified, to report on the progress of that corrective action; and,
- e. At the conclusion of the twelve-month project period, the evaluator 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 may formulate the basis upon which future funding will be recommended or withheld.

The primary program evaluation techniques to be applied 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.

The independent evaluator has published a Final Summative Evaluation Report for Year 1, and thus far, an Interim Summary of Findings, as of the ninth-month mark, for Year 2. These reports are available to the Oregon Health Authority upon request.

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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 and outcome metrics for Year 3 are as follows:

### For Curry Homeless Coalition

- 1.0 By not later than 31 August 2024, Curry Homeless Coalition will work at the community level to enter into escrow for the acquisition of real property, leading to the development of a permanent supported housing unit in Curry County, as will be verified by escrow documents.

### For Coastal Families Relief Nursery

- 1.0 By not later than the conclusion of the first project period quarter, 29 February 2024, Coastal Families Relief Nursery will have hired a third qualified staff and opened a second age group (ages 1 to 2) additional capacity. The third qualified staff will allow the program to increase capacity for ages 2 to 3 years from four families to eight families, and for ages 1 to 2 years from zero families to six families, all served in the therapeutic model relief nursery. [Process Objective]
- 2.0 By not later than the conclusion of the second project period quarter, 30 April 2024, Coastal Families Relief Nursery's therapeutic classroom program will each enjoy at least an 80 percent utilization rate, as will be documented by the agency's internal data collection systems. [Process Objective]

### For the Devereux Center

- 1.0 During the third project period, 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]

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- 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]
- 2.0 By no later than August 31, 2024, The Devereux Center, will have expended \$100,000 in SHARE Initiative capital resources to: (1) Retire the \$85,000 in debt resulting from the acquisition of permanent supported housing real property in 2023; or, (2) Renovate for habitation the permanent supportive housing real property acquired during 2022 and/or 2023; or, (3) Support the acquisition of real property in proximity to Coalbank Village in cooperation with the City of Coos Bay, or any combination of these, as will be documented by loan titles, purchase orders and corresponding cancelled checks, or escrow documents. [Process Objective]

### For Coos Head Food Co-Op

- 1.0 By not later than 31 October 2024, to increase by at least 50 percent over the baseline established in January of 2023 for the Farm-to-School Expansion Program, 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 31 October 2024, to increase by at least 50 percent over the baseline established in 2023 for the Double-Up Food Bucks Program: 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].

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

## SHARE COOPERATIVE AGREEMENT

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

**AND:** Coastal Families Relief Nursery (Awardee)

Each a "Party," and together, the "Parties."

**Effective Date:** December 1, 2023

### RECITALS

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

**WHEREAS**, Awardee has submitted a proposal 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

Ben Messner  
Ben Messner (Dec 19, 2023 23:33 PST)  
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

  
Evan Porter (Dec 19, 2023 18:37 PST)  
Signature

Evan Porter  
Printed Name

Executive Director  
Title

Address:

PO Box 1792  
Coos Bay, OR 97420

E-mail:

[evan@coastalfamilies.org](mailto:evan@coastalfamilies.org)

## Schedule A

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

#### Program Summary

In accordance with OAR 410-141-3735(3)(b), the Relief Nursery program 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 the conclusion of the first project period quarter, 29 February 2024, Coastal Families Relief Nursery will have hired a third qualified staff and opened a second age group (ages 1 to 2) additional capacity. The third qualified staff will allow the program to increase capacity for ages 2 to 3 years from four families to eight families, and for ages 1 to 2 years from zero families to six families, all served in the therapeutic model relief nursery. [Process Objective]
- 2.0 By not later than the conclusion of the second project period quarter, 30 April 2024, Coastal Families Relief Nursery's therapeutic classroom program will each enjoy at least an 80 percent utilization rate, as will be documented by the agency's internal data collection systems. [Process 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: \$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 January 2024.

**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.

## Appendix 1

### Awardee Certificate

**Awardee:** **Coastal Families Relief Nursery**

**Certificate Date:** **December 7, 2023**

**Effective Date of Privileged Awardee Agreement: December 1, 2023**

This Awardee Certificate is being delivered by the undersigned representative of Awardee to Western Oregon Advanced Health, LLC, a limited liability company (“AH”), pursuant to the requirements of the Agreement between Awardee and AH dated as of the Effective Date provided above (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

By his or her signature on this Agreement, the undersigned representative of Awardee certifies, based on his or her best information, knowledge, and belief, and under penalty of perjury, that all of the following statements are accurate, complete and truthful:

1. the undersigned is authorized to act on behalf of Awardee and Awardee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
2. to the best of the undersigned’s knowledge, Awardee has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
3. Awardee and the Principals of Awardee satisfy the eligibility criteria of the RFA, all of which are true and correct in all respects with regard to Awardee;
4. Awardee is not subject to backup withholding because: (1) Awardee is exempt from backup withholding; (2) Awardee has not been notified by the IRS that Awardee is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified Awardee that Awardee is no longer subject to backup withholding;
5. if Awardee is an Entity, the undersigned is the 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 this Awardee Certificate;

6. no federal appropriated funds have been paid or will be paid, by or on behalf of Awardee, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
7. no funds, other than federal appropriated funds, have been paid or will be paid by Awardee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, except as disclosed by Awardee on a completed and submitted Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
8. Awardee will require each Sub-Awardee to provide the certifications provided in Sections 6 and 7 prior to entering into any contract with such Sub-Awardee.

**Awardee Representative:**



[Evan Porter \(Dec 19, 2023 18:37 PST\)](#)

Signature

Evan Porter

Printed Name

Executive Director

Title










# Advanced Health - 2023 SHARE Cooperative Agreement\_Coastal Relief Nursery

Final Audit Report

2023-12-20

Created:	2023-12-20
By:	Evelyn Bryant (evelyn.bryant@advancedhealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw6OiDMBSnm7Ae1pwVJVVo_2uccbUW0F6

## "Advanced Health - 2023 SHARE Cooperative Agreement\_Coastal Relief Nursery" History

-  Document created by Evelyn Bryant (evelyn.bryant@advancedhealth.com)  
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-  Document emailed to Evan Porter (evan@coastalfamilies.org) for signature  
2023-12-20 - 0:31:01 AM GMT
-  Email viewed by Evan Porter (evan@coastalfamilies.org)  
2023-12-20 - 2:36:39 AM GMT
-  Document e-signed by Evan Porter (evan@coastalfamilies.org)  
Signature Date: 2023-12-20 - 2:37:28 AM GMT - Time Source: server
-  Document emailed to ben.messner@advancedhealth.com for signature  
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-  Email viewed by ben.messner@advancedhealth.com  
2023-12-20 - 7:32:24 AM GMT
-  Signer ben.messner@advancedhealth.com entered name at signing as Ben Messner  
2023-12-20 - 7:33:10 AM GMT
-  Document e-signed by Ben Messner (ben.messner@advancedhealth.com)  
Signature Date: 2023-12-20 - 7:33:12 AM GMT - Time Source: server
-  Agreement completed.  
2023-12-20 - 7:33:12 AM GMT

## SHARE COOPERATIVE AGREEMENT

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

**AND:**                   **Coos Head Food Co-Op**                   **(Awardee)**

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

**Effective Date:**       **December 1, 2023**

### 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

  
\_\_\_\_\_  
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 31 October 2024, to increase by at least 50 percent over the baseline established in January of 2023 for the Farm-to-School Expansion Program, 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 31 October 2024, to increase by at least 50 percent over the baseline established in 2023 for the Double-Up Food Bucks Program: 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: \$86,000**

**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 January 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.

## Appendix 1

### Awardee Certificate

**Awardee:** **Coos Head Food Co-Op**

**Certificate Date:** **December 7, 2023**

**Effective Date of Privileged Awardee Agreement: December 1, 2023**

This Awardee Certificate is being delivered by the undersigned representative of Awardee to Western Oregon Advanced Health, LLC, a limited liability company (“AH”), pursuant to the requirements of the Agreement between Awardee and AH dated as of the Effective Date provided above (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.


By his or her signature on this Agreement, the undersigned representative of Awardee certifies, based on his or her best information, knowledge, and belief, and under penalty of perjury, that all of the following statements are accurate, complete and truthful:

1. the undersigned is authorized to act on behalf of Awardee and Awardee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
2. to the best of the undersigned’s knowledge, Awardee has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
3. Awardee and the Principals of Awardee satisfy the eligibility criteria of the RFA, all of which are true and correct in all respects with regard to Awardee;
4. Awardee is not subject to backup withholding because: (1) Awardee is exempt from backup withholding; (2) Awardee has not been notified by the IRS that Awardee is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified Awardee that Awardee is no longer subject to backup withholding;
5. if Awardee is an Entity, the undersigned is the 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 this Awardee Certificate;

6. no federal appropriated funds have been paid or will be paid, by or on behalf of Awardee, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
7. no funds, other than federal appropriated funds, have been paid or will be paid by Awardee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, except as disclosed by Awardee on a completed and submitted Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
8. Awardee will require each Sub-Awardee to provide the certifications provided in Sections 6 and 7 prior to entering into any contract with such Sub-Awardee.

**Awardee Representative:**

  
\_\_\_\_\_  
Signature

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

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

**SHARE COOPERATIVE AGREEMENT**

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

**AND:**                   **Curry Homeless Coalition**                   **(Awardee)**

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

**Effective Date:**       **December 1, 2023**

**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.

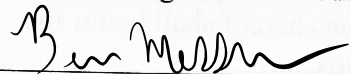
8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

*[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:

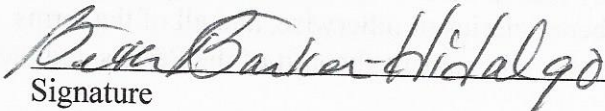
289 LaClair Street  
Coos Bay, OR 97420

E-mail:

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

**AWARDEE:**

Curry Homeless Coalition

  
\_\_\_\_\_  
Signature

BETH BARKER-HIDALGO  
Printed Name

Executive Director  
Title

Address:

PO Box 349  
Gold Beach, OR 97444

E-mail:

[director@curryhomelesscoalition.org](mailto:director@curryhomelesscoalition.org)  
[krotolo@curryhomelesscoalition.org](mailto:krotolo@curryhomelesscoalition.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

Curry Homeless Coalition will collaborate with service organizations participating in the Curry County Homeless Task Force to realize a cooperative rental co-housing project, “Heather’s Home,” as described in the attached RFP. Tenants will have private rooms in a home and share space for kitchen, bathroom, and yard.

In the first year, the project will purchase a 4 to 6 bedroom, multi-bathroom home and make any necessary renovations for ADA compliance. Handrails and grab bars will be installed. Room rent will be in the affordable range of \$300 to \$500 per month and will be eligible for Section 8 HUD vouchers to provide additional cost offset for tenants.

Tenant screening and eligibility criteria will be developed, as well as policies and procedures to allow for tenant input on approval of prospective applicants. A peer-driven process will be used to navigate tenant disagreements and potential lease violations.

The target population is seniors age 55 and older who are experiencing housing insecurity or homelessness.

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:

- Housing and homelessness - Increase housing availability, affordability and increase quality of housing and support projects that address homelessness
- Communities and families -Increase support for seniors and youth including programs that address social isolation

1.0 By not later than 31 August 2024, Curry Homeless Coalition will work at the community level to enter into escrow for the acquisition of real property, leading to the development of a permanent supported housing unit in Curry County, as will be verified by escrow documents

## **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 upon entering into escrow for the acquisition of real property as described in the Outcome Measures and Evaluation section of Attachment A. Any distribution is contingent upon OHA approval of the Advanced Health SHARE Spending Plan. Advanced Health anticipates OHA approval of the SHARE Spending Plan in January 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.

## Appendix 1

### Awardee Certificate

**Awardee:** **Curry Homeless Coalition**

**Certificate Date:** **December 7, 2023**

**Effective Date of Privileged Awardee Agreement: December 1, 2023**

This Awardee Certificate is being delivered by the undersigned representative of Awardee to Western Oregon Advanced Health, LLC, a limited liability company (“AH”), pursuant to the requirements of the Agreement between Awardee and AH dated as of the Effective Date provided above (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

By his or her signature on this Agreement, the undersigned representative of Awardee certifies, based on his or her best information, knowledge, and belief, and under penalty of perjury, that all of the following statements are accurate, complete and truthful:

1. the undersigned is authorized to act on behalf of Awardee and Awardee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
2. to the best of the undersigned’s knowledge, Awardee has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
3. Awardee and the Principals of Awardee satisfy the eligibility criteria of the RFA, all of which are true and correct in all respects with regard to Awardee;
4. Awardee is not subject to backup withholding because: (1) Awardee is exempt from backup withholding; (2) Awardee has not been notified by the IRS that Awardee is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified Awardee that Awardee is no longer subject to backup withholding;
5. if Awardee is an Entity, the undersigned is the 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 this Awardee Certificate;

6. no federal appropriated funds have been paid or will be paid, by or on behalf of Awardee, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
7. no funds, other than federal appropriated funds, have been paid or will be paid by Awardee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, except as disclosed by Awardee on a completed and submitted Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
8. Awardee will require each Sub-Awardee to provide the certifications provided in Sections 6 and 7 prior to entering into any contract with such Sub-Awardee.

**Awardee Representative:**

Beth Barker-Hidalgo  
Signature

BETH BARKER-HIDALGO  
Printed Name

Executive Director  
Title



## 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, 2023**

### 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:**

The Nancy Devereux Center

  
\_\_\_\_\_  
Signature

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

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

Address:

1200 Newmark Avenue  
PO Box 3519  
Coos Bay, OR 97420

E-mail:

[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 the third project period, 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, 2024, the Collective Impact Consortium, under the leadership of The Devereux Center, will have expended \$100,000 in SHARE Initiative capital



resources to: (1) Retire the \$85,000 in debt resulting from the acquisition of permanent supported housing real property in 2023; or, (2) Renovate for habitation the permanent supportive housing real property acquired during 2022 and/or 2023; or, (3) Support the acquisition of real property in proximity to Coalbank Village in cooperation with the City of Coos Bay, or any combination of these, as will be documented by loan titles, purchase orders and corresponding cancelled checks, or escrow documents. [Process 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 January 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.

## Appendix 1

### Awardee Certificate

**Awardee:** **The Nance Devereux Center**

**Certificate Date:** **December 7, 2023**

**Effective Date of Privileged Awardee Agreement: December 1, 2023**

This Awardee Certificate is being delivered by the undersigned representative of Awardee to Western Oregon Advanced Health, LLC, a limited liability company (“AH”), pursuant to the requirements of the Agreement between Awardee and AH dated as of the Effective Date provided above (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

By his or her signature on this Agreement, the undersigned representative of Awardee certifies, based on his or her best information, knowledge, and belief, and under penalty of perjury, that all of the following statements are accurate, complete and truthful:

1. the undersigned is authorized to act on behalf of Awardee and Awardee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
2. to the best of the undersigned’s knowledge, Awardee has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
3. Awardee and the Principals of Awardee satisfy the eligibility criteria of the RFA, all of which are true and correct in all respects with regard to Awardee;
4. Awardee is not subject to backup withholding because: (1) Awardee is exempt from backup withholding; (2) Awardee has not been notified by the IRS that Awardee is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified Awardee that Awardee is no longer subject to backup withholding;
5. if Awardee is an Entity, the undersigned is the 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 this Awardee Certificate;

6. no federal appropriated funds have been paid or will be paid, by or on behalf of Awardee, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
7. no funds, other than federal appropriated funds, have been paid or will be paid by Awardee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, except as disclosed by Awardee on a completed and submitted Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
8. Awardee will require each Sub-Awardee to provide the certifications provided in Sections 6 and 7 prior to entering into any contract with such Sub-Awardee.

**Awardee Representative:**

  
Signature

Tara Johnson  
Printed Name

Executive Director  
Title



**Advanced Health 2023 SHARE Initiative Budget**

2023 SHARE Initiative spending approved by Advanced Health

Dec-23

<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, Curry County	Built Environment	Curry Homeless Coalition	\$ 60,000
Food and Nutrition, Coos County	Economic Stability	Coos Head Food Co-op	\$ 86,000
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	\$ 51,000
<b>Total 2023 SHARE Initiative Spending</b>			<b>\$ 535,000</b>