



September 30, 2021

Ms. Cheryl Henning,

AllCare Health is pleased to submit our first SHARE spending plan. Following contract requirements and in alignment with our local CHP priorities and statewide SHIP priorities, we have dedicated \$100,000 toward “Neighborhood and Built Environment, specifically in the area of housing.

AllCare worked with our community, including providers, members, community based organizations, community advisory councils, CHP teams and others to investigate how this unique funding mechanism could have the greatest impact. Since SHARE presents a rare opportunity for a CCO to invest directly in capital improvements, we selected a project that will utilize SHARE to create a long-term physical infrastructure improvement to housing in a community with a severe lack of affordable housing but with strong CBOs able to bring a project to fruition within the SHARE timeline.

Prior to moving this proposed project forward, it was reviewed by our Community Advisory Councils for CHP alignment, impact, barrier or opportunities, and feasibility through their unique lenses. This feedback was brought back to the CBO and incorporated into the final plan.

The result of this investment will be a new cottage development, owned by a local non-profit entity and case-managed by a proven partner in low-barrier housing supports to our members. Upon completion, 12 new units of affordable housing will exist, able to house up to 60 persons. This project, Glencrest Village, adds value to the developing emergency housing continuum by providing a needed next step out of transitional housing for household who are ready to step up but not quite ready – either because of individual needs or because of a lack of available housing – to step into independent/market rate housing.

Attached, please find the SHARE Plan components in an Excel spreadsheet, the project overview, as described by the non-profit, and the contract between the CCO and the CBO.

We are, of course, available at your convenience for any questions or feedback on this SHARE plan.



### Overview

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

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

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

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

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

By September 30<sup>1</sup> of each Contract Year, each CCO shall annually submit to OHA for review and approval its SHARE Initiative Spending Plan identifying how it intends to direct its SDOH-E spending based on net income or reserves from the prior year for the SHARE Initiative. This annual SHARE Initiative Spending Plan Report will capture from CCOs how they are meeting these contractual requirements.

### SHARE Initiative Reporting

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

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<sup>1</sup> CCOs can submit their proposed Spending Plans at any time from 6/30/2021 through 9/30/2021. OHA will notify each CCO about the approval status of its plan within 30 days of receipt. In the event a CCO's plan cannot be approved as submitted, OHA will work with the CCO to resolve the identified deficiencies as quickly as possible.

# Annual SHARE Initiative Spending Plan Report Template

## Report Template

**CCO Name:** AllCare CCO

**CCO Contact:** Cynthia Ackerman, RN, CHC

### *Instructions:*

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

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

## **Section 1: SHARE Initiative Designation**

1. **What is the dollar amount for your CCO’s SHARE Initiative Designation? (as recorded in cell E30 in [Exhibit L – Report L6.7](#))** AllCare CCO's CY2020 SHARE contribution will be \$100,000.

## **Section 2: SHARE Initiative Spending Plan**

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

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

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

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

AllCare Health covers Jackson, Josephine, Southern Douglas, and Curry counties. Our region is covered by two Collaborative Community Health Improvement Plans (CHPs), one for Jackson, Josephine and Southern Douglas Counties and the other for Curry County. Collaborative CHPs were developed as a result of significant community involvement in Community Health Assessments (CHAs) from CCO Members, consumers, community partners, stakeholders, and Providers.

## Annual SHARE Initiative Spending Plan Report Template

In both the Rogue Valley and Curry County CHPs, collectively covering our entire service area, Housing is called out as a significant need and a key issue to be addressed in improving the social determinants of health and equity and improving community health. This SHARE Initiative Spending Plan will support the Jackson/Josephine/So. Douglas CHP Priority Area of Housing.

**Link to our CHPs:** <https://www.allcarehealth.com/medicaid/resources/collaborative-community-health-assessments/community-health-improvement-plans-chip>

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

100% of AllCare's CY2020 SHARE funding will be directed to Housing-Related Services and Supports in accordance with OHA guidelines, regional Collaborative CHP objectives, and State Health Improvement Plan (SHIP) goals.

Glencrest Village matches CHP goals to develop community-level services offering Supported Housing. The project also meets our understanding of SHIP goals to:

- Increase affordable housing with close access to active and public transportation options;
- Increase home ownership among BIPOC-AI/AN through existing and innovative programs; and
- Require Housing First principles be adopted in all housing programs.

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

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

100% of AllCare's CY2020 SHARE funding will go to the AllCare Community Foundation (ACCF).

ACCF is a separate legal entity from AllCare Health. Established in 2011, ACCF (formerly Mid-Rogue Foundation) is a non-profit organization mission-driven to improve community health outcomes. They are currently engaged in the creation of a 5-year strategic plan to address affordable housing and shelter as a key Social Determinants of Health and Equity (SDOH-E) in Josephine County.

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

AllCare Health has a dedicated team of SDOH-E Subject Matter Experts (SME) who have regularly engaged with Community Based Organizations (CBOs) under direction of the Community Advisory Councils, Board of Governors, and Chief Compliance Officer.

Building from that 7 year investment of community engagement, our team conducted exploratory interviews with community partners who have a proven track record of developing and implementing effective housing programs with both physical development and operational/case management

## Annual SHARE Initiative Spending Plan Report Template

components. Ultimately, selecting the program that was most likely to:

- Positively impact Members;
- Develop needed new service infrastructure;
- Meet OHA contact and initiative guidelines; and then,
- Be successful given local community and political will for housing and housing-related programs.

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

Yes  No

See attached document: [ACCCO\\_SHARE\\_Item7.pdf](#)

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

See attached document: [ACCCO\\_SHARE\\_Item8.pdf](#)

### Community Advisory Council (CAC)

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

Community Advisory Councils (Councils) heard a SHARE presentation in early 2021 and were asked for input into potential SHARE partners. CCO staff then explored SHARE partner and project opportunities in their service areas.

Once a potential SHARE partner was vetted as being able to meet the SHARE requirements as well as our CCO goals and CHP goals for community health improvement, the Councils were asked for feedback, questions, and concerns. Staff received 4 follow up questions from Councils. These questions were presented to the potential SHARE partner, which provided responses following their August board meeting. The questions and responses were reviewed at the Council's regular August meeting. Councils found the SHARE partner answers satisfactory and accepted the proposal.

Ongoing engagement and feedback from our Community Advisory Councils will be gathered through annual report outs on project progress. AllCare has adopted Policies and Procedures to ensure the successful launch of our SHARE Initiative and maintain meaningful engagement with our Councils during the oversight, monitoring and reporting on the investment.

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

## Annual SHARE Initiative Spending Plan Report Template

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

Glencrest Village is estimated to serve up to 60 persons at a time and have a program duration of up to 60 years. It is not expected to begin housing people for 24 months as this is new construction.

The program will be reviewed every 6 months for progress. Indicators of success include:

- Completion of permitting process;
- Completion of architectural designs and planning;
- Leveraged funding (capital and operational);
- Installation of utility infrastructure;
- Preparation of site for construction; and
- Certificate of Occupancy.

**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

This project will be under contract instead of an MOU between AllCare and ACCF as this project does not require data sharing within the timeframe of SHARE. This may change after 24 months and will be included in a service provider contract and Business Associates Agreement (BAA).

# GRANT AGREEMENT

**Effective Date:** This Grant Agreement (“Grant”) is made effective 09/30/2021 (The “Effective Date”).

**Between:** **AllCare CCO, Inc.** (ALLCARE)  
1701 NE 7<sup>th</sup> Street  
Grants Pass, OR 97526

and

AllCare Community Foundation (“Community Based Organization”)  
TIN# 26-4524646

**AllCare Community Foundation**  
PO BOX 1972  
Grants Pass, OR 97528

**Regarding:** SHARE SDOH-E Partner

This Grant Agreement (hereinafter, “Agreement”) between **AllCare CCO, Inc.** (hereinafter "ALLCARE") and **AllCare Community Foundation** (hereinafter "Community Based Organization") will remain in effect through 01/31/2022, unless the parties enter into a superseding agreement or terminate this Agreement. Services requested beyond this date will need to be reassessed and authorized by ALLCARE.

## RECITALS

WHEREAS, ALLCARE is a credentialed coordinated care organization which contracts with the state of Oregon through the Oregon Health Authority (CCO Agreement) to provide managed health care services; and

WHEREAS, COMMUNITY BASED ORGANIZATION, provides services which are aimed at making desired improvements to a community's social health, well-being, and overall functioning; and

WHEREAS, COMMUNITY BASED ORGANIZATION desires to provide Services in conjunction with ALLCARE under the terms and conditions hereinafter set forth; and

WHEREAS, ALLCARE wishes to contract with COMMUNITY BASED ORGANIZATION for the provision of the Services under the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1.0 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.

## 2.0 HIPAA; Confidential Information; Proprietary Rights.

2.1 HIPAA. Community Based Organization and AllCare acknowledge that the performance of the Service may require the disclosure of patient health information that is Protected Health Information (PHI) as defined in 45 CFR § 103. The Parties further acknowledge that certain sections of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (“HITECH”), and the Federal privacy and security regulations established at 45 C.F.R. Parts 160 and 164, as amended from time to time (the “Privacy and Security Regulations”), may apply to them, their relationship and the performance of this Agreement. Community Based Organization agrees to hold all PHI that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of Protected Health Information. Community Based Organization agrees to abide by the terms of the Business Associate Agreement attached as **Exhibit D**.

2.2 Confidential Information. In the course of performing their obligations pursuant to this Agreement, each party may obtain the other party’s Confidential Information, as defined herein. Each party shall keep confidential and shall not use or disclose, except for the purpose of performing their obligations hereunder or as otherwise required by law, Confidential Information of the other party. Notwithstanding the foregoing, either party may disclose any of the other party’s Confidential Information to its employees, consultants or subcontractors that have a need to know such Confidential Information in connection with such party’s performance under this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section. “Confidential Information” shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party’s business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Confidential Information shall not include information which: (i) is or becomes a part of the public domain through no fault of the receiving party; (ii) was in the receiving party’s lawful possession prior to the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law.

3.0 Law Incorporated by Reference. Any provisions required to be in this Agreement by applicable law shall bind the parties whether or not expressly provided in this Agreement.



4.0 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

5.0 No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, including, but not limited to, AllCare, any of its MEMBERS, or any participating providers who have not entered into this Agreement.

5.1 Nondiscrimination. Provider agrees that in accordance with the spirit and intent of this Agreement and Applicable Law, to:

5.2 Not discriminate in providing Services because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender identity, disability, age, source of payment or insurance coverage, or any other characteristic or classification deemed protected under Applicable Law.

5.3 Cooperate with ALLCARE efforts to develop and implement activities and programs supporting a culturally and linguistically appropriate continuum of care that integrates the behavioral health, oral health, and physical health of Individuals.

5.4 Develop policies and procedures for communicating with and providing services to those who have difficulty communicating due to a medical condition or who are living in a household where there is no adult available to communicate in English or there is no telephone. At a minimum, the policies and procedures shall ensure:

(i) the provision of certified or qualified health care interpreter services by phone, or in person, to address among other things, service questions, complaints and grievances.

(ii) A certified or qualified health care interpreter shall provide interpretation services for individuals with hearing impairment and/or in the primary language of non-English speaking individuals as applicable to the Individual's needs. Interpreters shall be linguistically appropriate and be capable of communicating in English and the Individual's primary language and be able to translate information effectively. Interpreter services shall be sufficient for Community Based Organization to understand Individual complaints, translate information, respond to Individual questions and concerns, and communicate instructions to the Individual.

6.0 Payment. AllCare shall reimburse Community Based Organization in accordance with Exhibit "A" of this Agreement.

7.0 Grant Services. Community Based Organization agrees to provide the Services in accordance with Exhibit B.

8.0 Social Determinants of Health and Equity (SDOH-E)

8.1 Social Determinants of Health and Equity (SDOH-E) encompasses three terms as defined in OAR 410-141-3735(3)(b):

A The social determinants of health refer to the social, economic, and environmental conditions in which people are born, grow, work, live, and age, and are shaped by the social determinants of equity. These conditions significantly impact length and quality of life and contribute to health inequities;

B The social determinants of equity refer to systemic or structural factors that shape the distribution of the social determinants of health in communities;

C Health-related social needs refer to an individual's social and economic barriers to health, such as housing instability or food insecurity.

8.2 SDOH-E initiatives may involve interventions that occur outside a clinical setting, and may pursue mechanisms of change including:

A Community-level interventions that directly address social determinants of health or social determinants of equity;

B Interventions to address individual health-related social needs.

8.3 "SDOH-E Partner" is a single organization, local government, one or more of the Federally-recognized Oregon tribal governments, the Urban Indian Health Program, or a collaborative, that delivers SDOH-E related services or programs, or supports policy and systems change, or both within a CCO's service area.

9.0 Term of Agreement. This Agreement is effective on the Effective Date and continues in effect until terminated ("**Term**").

10.0 Termination. This agreement will terminate as set forth below.

10.1 Immediate Termination. A party may terminate this agreement by delivery of written notice to the other party specifying the effective date of termination and one of the causes below if:

D Unlawful. Due to federal or state law, regulations or guidelines in this agreement is no longer allowable;

E Failure of OHA Agreement. The State of Oregon and AllCare fail to enter an OHA Agreement, or the OHA Agreement terminates;

F Payment Changes. Changes in law, regulations or guidelines modify OHA payments to AllCare or payments for Services; but only after giving 30 days' prior notice to the other of its intent to terminate under this provision;

G Safety Risk. AllCare determines the health, safety, or welfare of individuals has been jeopardized by Community Based Organization;

H OHA Directive. OHA or the State of Oregon lawfully directs AllCare to terminate this agreement;

10.2 Without Cause Termination. Subject to the termination requirements, if any, in the attached exhibits, this agreement may be terminated by either AllCare or Community Based Organization without cause by giving the other at least 90 days prior written notice.

*(Signatures on Page 22 of 22)*

**EXHIBIT A**

**COMPENSATION FORMULA**

1. ALLCARE shall reimburse Community Based Organization 100000.00 Billed at contract execution.
2. SDOH-E Partner shall not utilize greater than eight (8) percent of funds for administrative services.

## **EXHIBIT B**

### **Services**

1. SDOH-E Partner shall provide.
  - a. Quarterly Reporting on fund expenditures presented to AllCare Community Advisory Council.
  - b. Community input during project on site design.
  - c. Nine months after the effective date of this agreement, a project plan for Member reporting shall begin development with AllCare. To include access to Member Eligibility, and a Closed Loop Referral process.
    - i. Members will be referred to the SDOH-E partner from complimentary housing and shelter programs and from CCO Care Coordination caseloads
2. Populations served for services
  - a. low-income adults and families meeting eligibility criteria who are either housing insecure, homeless, or transitioning out of a local transitional/supportive housing program
3. Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives for funds:
  - a. Completion of site design and engineering (Q3-4, 2022)
  - b. Installation of site utilities/infrastructure for building Q4, 2022 Q1 2023)
  - c. Leveraging of funding for capital contraction and operations, per agency budget (Q3-Q4, 2022)
  - d. Capital construction of shared and residential structures (Q4 2022, Q1, 2023)
  - e. Certificate of Occupancy and occupancy of units (Q3-Q4, 2023)
4. Community Health Improvement Plan (CHP) goal alignment:
  - a. AllCare shall provide updates to changes on CHP goals based on Community Input.
  - b. AllCare shall provide residential referrals through Care Coordination

**Exhibit C**

**Project Budget**

<b>Budget Item</b>	<b>Revenue</b>	<b>Expense</b>	<b>Source</b>	<b>Status</b>
Site Acquisition		(\$325,000)		
Anonymous Donation	\$325,000		Anonymous	Committed
Site and architectural design		(\$25,000)		
Seed Money for Design	\$25,000		Various donors	Committed
Utility Design, Engineering, and Site Infrastructure		(\$100,000)		
	\$100,000		AllCare Health	Pending
Construction Costs for 12 units		(\$925,000)		
<i>State and Federal Grants</i>	\$250,000			Proposed
<i>Commercial Loans</i>	\$350,000			Proposed
<i>Donations and Local Grants</i>	\$325,000			Proposed
Maintenance and Operations (monthly, upon occupancy)		(\$5,000)		
Rental Income (monthly, upon occupancy)	\$6,700		Tenants	Pending
<b>Total:</b>	<b>\$1,381,700</b>	<b>(\$1,380,000)</b>		
Monthly Carryover (reinvestment into development)	\$1,700			

**Exhibit D**  
**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into on this 09/30/2021, by and between AllCare Community Foundation (“Covered Entity”) and AllCare CCO (“Business Associate”).

RECITALS:

A. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information (collectively “Privacy and Security Regulations”). Covered Entity and Business Associate are further subject to the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder (the “Omnibus Rules”). The Privacy and Security Regulations and Omnibus Rules will collectively be referred to as the “HIPAA Rules.”

B. Covered Entity has engaged Business Associate to provide certain functions, activities and services (collectively, “Services”) to Covered Entity pursuant to the terms of that certain agreement entered into by and between the parties on or about 09/30/2021 (the “Underlying Agreement”).

C. Business Associate’s performance of the Underlying Agreement and provision of the Services, may involve the use and/or creation of Protected Health Information and Electronic Health Information (collectively, “PHI”) that is confidential and must be afforded special treatment and protection pursuant to the HIPAA Rules.

D. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with the HIPAA Rules and all other applicable laws and regulations.

E. As part of the Privacy Rule, Covered Entity must enter into a contract with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Agreement, prior to the disclosure of PHI.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Definitions

Meaning of Terms. The following terms shall have the meaning ascribed to them in this Section:

BREACH means the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI.

BUSINESS ASSOCIATE has the meaning given such term in Section 160.103 of Title 45, Code of Federal Regulations.

COVERED ENTITY has the meaning given such term in Section 160.103 of Title 45, Code of Federal Regulations

DESIGNATED RECORD SET means a group of records maintained by or for Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used in whole or in part, by or for Covered Entity to make decisions about Individuals. For these purposes, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

ELECTRONIC PROTECTED HEALTH INFORMATION (“E PHI”) means Protected Health Information that is transmitted or maintained by or in electronic media, as defined by 45 CFR § 160.103.

HHS means the United States Department of Health and Human Services.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended or modified by HITECH or other applicable laws or regulations.

HITECH ACT means the Health Information Technology for Economic and Clinical Health Act of 2009, as amended, and its implementing regulations.

INDIVIDUAL means the person who is the subject of the PHI, and shall have the same meaning as the term “individual” as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

LIMITED DATA SET has the same meaning as the term “limited data set” in 45 CFR § 164.514(e)(2).

MARKETING has the same meaning as the term “marketing” in 45 CFR § 164.501.

PARTIES means Business Associate and Covered Entity.

PRIVACY RULE means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR § 160 and § 164, as amended or modified by the HITECH Act or other applicable laws or regulations.



PROTECTED HEALTH INFORMATION OR “PHI” has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. References to PHI shall include EPHI unless specifically stated otherwise.

REQUIRED BY LAW has the same meaning as the term “required by law” in 45 CFR § 164.103.

SECRETARY means the Secretary of the Department of Health and Human Services (“HHS”) or his or her designee.

SECURITY INCIDENT has the same meaning as the term “Security Incident” in 45 CFR § 164.304, which generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

SECURITY RULE means the Security Standards for Protecting Electronic Health Information at 45 CFR § 160, § 162 and § 164, as amended or modified by the HITECH Act or other applicable laws or regulations.

SUBCONTRACTOR has the same meaning as the term “Subcontractor” in 45 CFR § 160.103.

TRANSACTION STANDARDS means the standards adopted by the Secretary under 45 CFR Part 162.

UNSECURED PHI means PHI that is not secured through the use of technologies and methodologies that render such PHI unusable, unreadable, or indecipherable to unauthorized individuals, as described by the Secretary in guidance.

Other Terms. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162, and 164. Any reference to a regulation or section in the Code of Federal Regulations (“CFR”) shall include any corresponding regulation subsequently issued regardless of the date of issue.

### General Terms

Interpretation of Provisions. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules (as may be expressly amended from time to time by the HHS or as a result of final interpretations by HHS, an applicable court, or another applicable regulatory agency with authority over the Parties), the HIPAA Rules shall prevail.

Provisions Permitted by HIPAA Rules. Where provisions of this Agreement are different from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of the Agreement shall control.

2.3. Relationship of Parties. In providing the Services to Covered Entity, Business Associate will be acting as an independent contractor and not as an agent or employee of Covered Entity. None of the provisions of this Agreement or the Underlying Agreement are intended to create, nor shall be deemed or construed to create, any relationship other than that of independent entities contracting with each other for the purposes set forth in this and the Underlying Agreement. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the Parties.

#### Obligations and Activities of Business Associate

Limits on Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall use and disclose PHI in accordance with Covered Entity's Notice of Privacy Practices as provided by Covered Entity to Business Associate pursuant to Section 0.

Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technological safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to: (a) prevent use or disclosure of the PHI other than as provided for by this Agreement, and (b) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate represents and warrants that it has implemented, and during the term of this Agreement shall maintain, comprehensive written privacy and security policies and procedures and the necessary administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities. Business Associate will comply with the Security Rule requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, all of which are hereby incorporated into this Agreement.

Application of Privacy Provisions. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure is in compliance with each applicable requirement of 45 CFR § 164.504(e), relating to business associate agreements. The additional requirements of Subtitle D of HITECH (42 U.S.C. § 17921 et. seq.) that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and are hereby incorporated into this Agreement.

Mitigation of Harm. Business Associate agrees to mitigate, at its cost, any harmful effect that arises out of any use or disclosure of PHI by Business Associate, or any agent or Subcontractor of Business Associate, in violation of the requirements of this Agreement or the HIPAA Rules, regardless of the fault or negligence of Business Associate or the agent or

Subcontractor, as appropriate. All such efforts shall be subject to the prior written approval of Covered Entity.

Report of Improper Use or Disclosure or of Security Incidents. Business Associate agrees promptly to report to Covered Entity any actual or suspected breach of security, intrusion, or unauthorized use or disclosure of the PHI not provided for by this Agreement, or of any Security Incident of which Business Associate becomes aware. Such report shall be in writing and shall be reported to Covered Entity as soon as practicable after Business Associate becomes aware of such use or disclosure, but in no event later than five (5) business days thereafter; provided however, Business Associate hereby acknowledges to Covered Entity, and Covered Entity hereby acknowledges notice from Business Associate, of the ongoing existence and occurrence from time to time of attempted but Unsuccessful Security Incidents (as defined hereafter) for which notice to Covered Entity by Business Associate shall not be required. "Unsuccessful Security Incidents" includes but is not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the foregoing, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Notification of Breach of Unsecured PHI. In addition to the general obligations of Business Associate under Section 0 regarding reporting the improper use or disclosure of PHI and Security Incidents, Business Associate shall also promptly notify Covered Entity of a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate. Business Associate's notification shall be in writing and shall include identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been subject to the Breach. Business Associate shall include the following information in its notification of Breach to Covered Entity:

A description of the Breach, including the date of the Breach and the date of the discovery of the Breach, if known;

A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, credit card numbers, diagnosis, disability code or other types of PHI were involved);

Any steps that Individuals should take to protect themselves from potential harm resulting from the Breach;

A description of what Business Associate is doing to investigate the Breach, to mitigate the harm to Individuals and to protect against further Breaches; and

Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site or postal address.

In the event that some of the above-listed information is not known by Business Associate at the time of notification of Covered Entity of the Breach, Business Associate shall provide such information to Covered Entity as soon as it becomes available to Business Associate, but in no event later than thirty (30) days after Business Associate discovers such Breach. Business Associate shall also provide such assistance and further information with regard to the Breach to Covered Entity as reasonably requested by Covered Entity. The Parties understand and agree that, while Covered Entity is ultimately responsible for all Breach notifications to Individuals, the Secretary, and the media, as applicable, Covered Entity may, in its sole discretion delegate responsibility for notifications to Individuals, to Business Associate at Business Associate's sole expense. Whether or not Covered Entity delegates notification responsibilities to Business Associate, Business Associate shall in all events be responsible for any and all costs related to notification of Individuals or next of kin (if the individual is deceased) of any Breach of unsecured PHI caused by Business Associate or any Subcontractor of Business Associate. In addition, Covered Entity may, in its sole discretion, identify Business Associate or its Subcontractor(s) as applicable, as the cause of the Breach, in any breach notifications sent to individuals affected by the Breach, and Business Associate acknowledges and understands that Covered Entity retains such right.

Agents and Subcontractors. Business Associate shall ensure that any Subcontractor or agent that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2). Such written agreement shall also require the agent or Subcontractor to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

Availability of Internal Practices, Books and Records. Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule and the Security Rule. Notwithstanding this provision, no attorney-client or other applicable legal privilege will be deemed waived by Covered Entity as a result of complying with any such request. Business Associate shall promptly provide Covered Entity with a copy of any PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate provides pursuant to any governmental inquiry.

Compliance with Covered Entity Obligations. To the extent Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

### Access to Records.

Business Associate shall provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR § 164.524 with regard to providing an Individual with a right to access the Individual's PHI. In the event that Business Associate maintains EPHI, and in the event an Individual requests an electronic copy of his or her EPHI maintained by Business Associate, Business Associate shall provide such electronic copy as requested, in conformance with the requirements of the Privacy Rule.

Business Associate shall, at the request of Covered Entity and in the time and manner designated by Covered Entity, make PHI maintained by Business Associate available to Covered Entity for use and disclosure pursuant to a valid written authorization and maintain appropriate documentation for the period, including, but not limited to, copies of any written authorization by an Individual or his or her legal representative, to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to 45 CFR § 164.508.

If any Individual requests access to, or the release pursuant to an authorization or otherwise of, PHI directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within three (3) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

Amendments to PHI. Business Associate agrees in the time and manner designated by Covered Entity to make PHI in a designated record set available for any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526 or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. If any Individual requests an amendment of PHI contained in a Designated Record Set directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within three (3) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

### Documentation and Accounting of Disclosures.

Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Such documentation shall be kept with regard to all disclosures of PHI except the disclosures described in 45 CFR § 164.528(a)(1), as amended. For each such disclosure, Business Associate shall document the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv)

a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure.

Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with subsection (a) of this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. In the event that a request for an accounting is delivered directly to Business Associate or its agent or Subcontractor by an Individual or a party other than Covered Entity, Business Associate shall within three (3) days of such request forward it to Covered Entity in writing. Business Associate shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of disclosures of PHI only to Covered Entity. Business Associate hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section 0.

Requests for Restrictions and Confidential Communication. Business Associate will promptly comply Covered Entity's request to restrict the use or disclosure of PHI under 45 CFR §164.522(a), or for a confidential communication of PHI under 45 CFR §164.522(b). Covered Entity shall notify Business Associate when the restriction or confidential communication requirement becomes effective and terminates.

Certain Disclosures. Business Associate shall comply with an Individual's request not to disclose his or her PHI to a Health Plan for Payment or Health Care Operation purposes if the Individual paid for the service in accordance with 45 CFR §164.522(a)(1)(i)(A).

Disclosure of Minimum PHI. Business Associate agrees that it and its agents and Subcontractors shall request, use and/or disclose, to the extent practicable, only the Limited Data Set of PHI necessary, or if needed, the minimum amount and content of PHI necessary, to meet the requirements of Business Associate's obligations to Covered Entity. Upon issuance of guidance by the Secretary on what constitutes "minimum necessary" for purposes of 45 CFR § 164.502(b) (pursuant to 42 U.S.C. § 17935(b)(1)(B)), Business Associate agrees that it and its agents and Subcontractors shall request, use and/or disclose only the "minimum necessary" PHI as described in such guidance.

Training. Covered Entity shall provide appropriate training to Business Associate workforce annually in security, privacy, and confidentiality issues and regulations relating to PHI.

Response to Subpoena. Business Associate shall promptly notify Covered Entity if it receives a subpoena or other legal process seeking the disclosure of PHI. Such notification shall be provided in a timeframe that allows Covered Entity a reasonable amount of time to respond to the subpoena, object to the subpoena, or to otherwise intervene in the action to which the subpoena pertains.

Notification of Claims. Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PHI,

regardless of whether Covered Entity and/or Business Associate are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

Recordkeeping and Document Retention. Business Associate shall retain any documentation it creates or receives relating to its duties under this Agreement for the duration of this Agreement. Covered Entity shall have the right to reasonably access and copy any such documentation during the term of the Agreement. At the termination of this Agreement, Business Associate shall, at Covered Entity's election, return or, if feasible, destroy all such documentation.

Transaction Standards. If Business Associate conducts any transaction for Covered Entity for which a standard has been adopted by the Secretary under 45 CFR Part 162, the following shall apply:

Business Associate, its agents and Subcontractors, shall conduct all transmissions of data required under the Agreement that are subject to the Transaction Standards in compliance with the Transaction Standards, as they may be amended from time to time. With respect to any such Transactions, neither Party shall: (i) change the definition, data condition, or use of a data element or segment in a Transaction Standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the Transaction Standard's implementation specification or are not in the Transaction Standard's implementation specification(s); or (iv) change the meaning or intent of the Transaction Standard's implementation specification(s).

Each Party, at its own expense, shall provide and maintain the hardware, software, services and testing necessary to effectively and reliably conduct the applicable Transaction Standards.

Prohibition on Certain Uses and Disclosures. Business Associate shall not use or disclose PHI for any purpose other than specifically permitted by this Agreement. Specifically, but without limitation, Business Associate shall not use or disclose PHI for fundraising or marketing purposes, and shall not directly or indirectly receive remuneration in exchange for PHI (which does not affect payment from Covered Entity for Business Associate's Services).

Compliance with ORS 646A.600. Business Associate acknowledges that certain PHI may also be "personal information" as defined under ORS 646A.602(11) and if applicable, will impose certain obligations upon Business Associate as described in ORS 646A.604. Business Associate agrees to comply with such law to the extent applicable and, to the extent of any conflict between such Oregon law and the HIPAA Rules, Business Associate shall comply with the more restrictive protection requirements.

**Prohibition on Offshoring. BUSINESS ASSOCIATE IS EXPRESSLY PROHIBITED FROM "OFFSHORING" ANY FUNCTION OR ELEMENT OF THE SERVICES, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE CREATION, TRANSMISSION, USE, OR STORAGE OF EPHI AT ANY OFFSHORE LOCATION. THE TERMS "OFFSHORE LOCATION" AND "OFFSHORING" MEAN, RESPECTIVELY, ANY PHYSICAL LOCATION OUTSIDE OF THE UNITED STATES AND**

**PERFORMANCE OF ANY ASPECT OF THE SERVICES AT AN OFFSHORE LOCATION. THIS PROHIBITION EXTENDS TO SERVICES PERFORMED BY EMPLOYEES OR SUBCONTRACTORS OF BUSINESS ASSOCIATE AT ANY OFFSHORE LOCATION.**

Permitted Uses and Disclosures by Business Associate

Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Any such use or disclosure shall be limited to those reasons and those individuals as necessary to meet the Business Associate's obligations. In all circumstances, Business Associate shall limit such uses and disclosures to the minimum amount of PHI that is necessary to fulfill those obligations.

Disclosures to Workforce. Business Associate shall not disclose PHI to any member of its workforce unless necessary to fulfill a purpose described in Section 0 and unless Business Associate has advised such person of Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating this Agreement.

Appropriate Uses of PHI. Except as otherwise limited in this Agreement, Business Associate may use PHI for the following purposes: (a) the proper management and administration of the Business Associate; (b) or to carry out the legal responsibilities of the Business Associate; or (c) to report violations of the law to appropriate Federal and State authorities consistent with 45 CFR § 164.502(j)(1).

Appropriate Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may disclose PHI to a third party to carry out the functions described in Section 0 or for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Data Aggregation Services. If Business Associate provides data aggregation services, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as otherwise provided by this Agreement.

Obligations of Covered Entity

Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.



Change or Revocation of Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures. Business Associate shall comply with any such changes or revocations.

Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Business Associate shall comply with any such restrictions.

No Request to Use or Disclose in Impermissible Manner. Except as necessary for the management and administrative activities of the Business Associate as allowed in Sections 0 and 0, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### Term and Termination

Term. The Term of this Agreement shall be effective as of the date first documented above, and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, or created or received by any Subcontractor or agent of Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

Termination with Cause. If Covered Entity reasonably determines that Business Associate or subcontractor has materially breached this Agreement, Covered Entity shall:

Provide Business Associate with thirty (30) days written notice of the alleged breach and an opportunity for Business Associate to cure the breach or end the violation, immediately after which time this Agreement and the Underlying Agreement shall be automatically terminated if the breach is not so cured; or

Immediately terminate this Agreement and the Underlying Agreement if cure is not possible; or

Report the violation to the Secretary if neither termination nor cure is feasible.

Judicial or Administrative Proceedings. Either party may terminate this Agreement and the Underlying Agreement, effective immediately, if: (a) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Rules, or other security or privacy laws; or (b) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Rules, the HITECH Act or any other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Changes in Law. In the event of passage of a law or promulgation of a regulation or an action or investigation by any regulatory body which would prohibit the relationship between the Parties, or the operations of either party with regard to the subject of this Agreement, the Parties shall attempt in good faith to renegotiate the Agreement to delete the unlawful provision(s) so

that the Agreement can continue. If the Parties are unable to renegotiate the Agreement within thirty (30) days, the Agreement and any other agreement or relationship between the Parties related to the Services shall terminate immediately, upon written notice of either party.

#### Effect of Termination.

Except as provided in paragraph (b) of this Section 0, upon termination of this Agreement for any reason, Business Associate shall, at the option of Covered Entity and the expense of Business Associate, either return or destroy all PHI received from Covered Entity, or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate is directed to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon Covered Entity's approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

#### Indemnification and Insurance

Indemnification. Business Associate shall defend and indemnify Covered Entity from and against any and all claims, damages, liabilities, fines, penalties, losses and expenses (including reasonable attorney's fees) arising out of or in any way related to any breach by Business Associate of any obligation set forth in this Agreement, including but not limited to losses and damages related to third party claims. Without in any way limiting the generality of the foregoing, Business Associate's obligations of indemnity hereunder shall (a) extend to any Breach committed by any Subcontractor or agent of Business Associate that is in anyway involved in performance of the Services, and (b) require Business Associate to hold Covered Entity harmless from all costs and expenses reasonably incurred by Covered Entity in fulfillment of its breach notification obligations under state and federal law. In addition:

(a) If Covered Entity is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of Covered Entity's PHI or other breach of this Agreement by Business Associate or any subcontractor or agent under Business Associate's control, Covered Entity will have the option at any time either (i) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which

case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

(b) Covered Entity will have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this paragraph.

Insurance. Business Associate shall obtain and maintain cyber liability or comparable insurance coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, insuring against improper uses or disclosures, including those that constitute a Breach of PHI by Business Associate or any Subcontractor, naming Covered Entity as an additional insured. Coverage must be through an insurance company admitted to do business in Oregon, rated no less than A+ by A.M Best. Annually, Business Associate shall deliver to Covered Entity a certificate evidencing such coverage.

#### Miscellaneous

Assignment. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other Party.

Property Rights. All PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

Preemption of Other Agreements and Liability Limitations/Exclusions. Any limitations on liabilities or exclusions from liability previously agreed upon by the Parties, whether written or oral, shall not be applicable to breaches of this Agreement, HIPAA, the HIPAA Rules, the HITECH Act and other confidentiality and privacy requirements regarding PHI under this Agreement. To the extent that any provision of this Agreement conflicts with any other agreement between the Parties, whether written or oral, the provisions of this Agreement shall govern. Furthermore, and by way of example and not limitation, the termination provisions of this Agreement shall supersede the termination provisions of the Underlying Agreement, including, but not limited to, any limitations on terminating the Underlying Agreement (such as notice periods) or any provisions requiring a period to cure.

Right to Cure. Business Associate agrees that Covered Entity has the right, but not the obligation, to cure any and all breaches of Business Associate's privacy, security and confidentiality obligations under this Agreement.

Survival. The respective rights and obligations set forth in Sections 0 and 0 of this Agreement shall survive the termination hereof.

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the HIPAA Rules.

Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

Entire Agreement. This document, together with any written schedules, amendments and addenda, constitute the entire agreement of the Parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein.

Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon to the extent that the provisions of HIPAA or the HIPAA Rules do not preempt the laws of the State of Oregon. In the event any suit is brought to interpret or enforce any provision hereof, such suit shall be filed and heard exclusively in Josephine County, Oregon.

Modifications. Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both Parties.

Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, as follows:

If to Covered Entity:

If to Business Associate:

AllCare CCO

AllCare Community Foundation

Attn.: Contracts Manager

Attn.: Colene Martin

1701 Ne 7<sup>th</sup> St

PO BOX 1972

Grants Pass, Or 97526

Grants Pass, OR 97528

Contracts@allcarehealth.com

Severability. The Parties agree that if a court determines, contrary to the intent of the Parties, that any of the provisions or terms of this Agreement are unreasonable or contrary to public policy, or invalid or unenforceable for any reason in fact, law, or equity, such unenforceability or validity shall not affect the enforceability or validity of the remaining provisions and terms of this Agreement. Should any particular provision of this Agreement be held unreasonable or unenforceable for any reason, then such provision shall be given effect and enforced to the fullest extent that would be reasonable and enforceable.

Waiver of Breach. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

Titles. Titles or headings are used in this Agreement for reference only and shall not have any effect on the construction or legal effect of this Agreement.

No Third Party Beneficiaries. It is the intent of the Parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.

Signature Page

**GRANT AGREEMENT**

**Between**

**AllCare CCO, Inc.**

**&**

**AllCare Community Foundation**

**Effective Date: 09/30/2021**

**Includes**

**Exhibits A through B**

**AllCare:**

By: \_\_\_\_\_  
Douglas Flow, PHD, CEO

**AllCare Community Foundation:**

By: \_\_\_\_\_  
Colene Martin

Address: 1701 NE Seventh Street  
Grants Pass, OR 97526

Address: PO BOX 1972  
Grants Pass, OR 97528

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

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

TIN: 26-4524646

## Glencrest Village

220 Glencrest Way, Grants Pass, OR

A Project Sponsored by AllCare Community Foundation

Project Name:

Glencrest Village, 220 Glencrest Way, Grants Pass, OR. A Project Sponsored by AllCare Community Foundation

Project description:

Glencrest Village will be a permanent, affordable housing community developed under the City of Grants Pass Cottage Development Code. The village is designed to house 12 households or up to 60 people. Glencrest Village could serve as a complimentary part of the housing continuum to local transitional housing programs such as Foundry Village, Welcome Home Oregon, or Women's Crisis Support Team, as people are transitioning from supported transitional housing to independent, affordable rentals toward market rate housing or home ownership. A 2+ acre parcel of land has been committed for a donation to provide a basis for 12 cottages that would offer housing at rates significantly below market and at 30% of AMI for individuals and families that do not have access to conventional housing.

This project located at 220 Glencrest Way would serve both Grants Pass and Josephine County. It is located within the Urban Growth Boundary of Grants Pass.

Budget:

Budget Item	Revenue	Expense	Source	Status
Site Acquisition		(\$325,000)		
Anonymous Donation	\$325,000		Anonymous	Committed
Site and architectural design		(\$25,000)		
Seed Money for Design	\$25,000		Various donors	Committed
Utility Design, Engineering, and Site Infrastructure		(\$100,000)		
	\$100,000		AllCare Health	Pending
Construction Costs for 12 units		(\$925,000)		
<i>State and Federal Grants</i>	\$250,000			Proposed
<i>Commercial Loans</i>	\$350,000			Proposed
<i>Donations and Local Grants</i>	\$325,000			Proposed
Maintenance and Operations (monthly, upon occupancy)		(\$5,000)		
Rental Income (monthly, upon occupancy)	\$6,700		Tenants	Pending
<b>Total:</b>	<b>\$1,381,700</b>	<b>(\$1,380,000)</b>		
Monthly Carryover (reinvestment into development)	\$1,700			

### Statement of need:

This area has one of the highest rent to income ratios in the United States. With an AMI for individual of \$2097 and median one bedroom rates of \$812, housing is not affordable for one third of the population. Employment income is not increasing nearly as fast as real estate prices. Additionally there is no inventory of rental property that services low income housing and turnover of traditional vacancies is almost non-existent. This presents unsurmountable barriers for people that have been priced out of the rental market; 1) people that successfully completed programs from being homeless; 2) to being employed but need housing; and 3) people that have completed health treatment problems but need suitable housing to prevent reoccurrence of those issues. Multiple programs within the community (such as Foundry Village, Welcome Home Oregon, or Women's Crisis Support Team) assist people who are unsheltered and eventually need long term housing. Some clients exiting programs from health care providers (Asante Hospital, and surgery centers\_) are unsheltered and need support to continue their recovery. The housing demand will far exceed the capability at this location. While there will be 12 units with a capability of 60 individuals, estimates from multiple community service agencies put the people needing support at several hundred to several thousand, depending on the income thresholds used.

### Population served: (number of people, target demographics)

Low income and unsheltered people who cannot qualify for the high rents being charged in Grants Pass. Estimates of the need, based on area poverty rates and the most recent US Census data are several thousand persons; far more than this program could serve but a strong indicator of the need for this type of affordable housing. The estimated population served by Glencrest Village is several hundred persons: maximum residency for the site is estimated at 60 persons at a given time for the 30+ year longevity of the program and an estimated 2-year average occupancy, placing the service impact of Glencrest at around 900 persons housed over 30 years.

### Housing type:

Studio, 1 bedroom, 2 bedroom and 3+ bedroom cottages developed under the City of Grants Pass Cottage Development Code.

### Project model:

The final housing model will be informed by people with lived experience of homelessness or housing instability who participate in transitional housing at Foundry Village or other local programs.

Provisionally, housing units will be rented significantly below market-rate at approximately 30% of Area Median Income (AMI), in accordance with housing affordability best practices.

Applications for renters will be open but primarily solicited from local transitional housing programs.

### Timeline and duration of project:

Site is available now: Utilities and construction can start 6 months after confirmation of initial development funding. Project will be complete 12 months after start



Specific services provided and populations and geographic areas to be served;  
Cottage housing for individuals, families and groups in Grants Pass and Josephine County.

Whether/how members will be referred: between the CCO and SDOH-E Partner;  
First priority will be given to referrals by our partners. Rogue Retreat will supply candidates from their activities.

How outcomes will be measured/evaluated;  
Data will be collected on number of households, number of residents (adults/children), and turnover.

How data will be shared, tracked and reported, including appropriate steps to protect patient privacy and compliance with HIPAA.  
Reports on budget, occupancy, turnovers, clients served will be submitted quarterly.

# CBI APPLICATIONS

Row 1

<b>ORGANIZATION OPERATING NAME</b>	SHARE Glencrest Village A Project Sponsored by AllCare Community Foundation
<b>STATUS</b>	Approved by Fund Authority
<b>DECISION DATE</b>	
<b>Decision Summary</b>	
<b>*A* EXPENDITURE/HRS INVESTMENT NAME</b>	Glencrest Village will be a permanent, affordable housing community for low income and unsheltered developed under the City of Grants Pass Cottage Development Code
<b>*B* DESCRIPTION OF SERVICES PROVIDED</b>	Glencrest Village will be a permanent, affordable housing community developed under the City of Grants Pass Cottage Development Code. The village is designed to house 12 households or up to 60 people. Glencrest Village could serve as a complimentary part of the housing continuum to local transitional housing programs such as Foundry Village, Welcome Home Oregon, or Women's Crisis Support Team, as people are transitioning from supported transitional housing to independent, affordable rentals toward market rate housing or home ownership. A 2+ acre parcel of land has been committed for a donation to provide a basis for 12 cottages that would offer housing at rates significantly below market and at 30% of AMI for individuals and families that do not have access to conventional housing This project located at 220 Glencrest Way would serve both Grants Pass and Josephine County. It is located within the Urban Growth Boundary of Grants Pass.
<b>*C* HRS CATEGORY</b>	<b>b.Education for health improvement or education supports, including those related to SDOH-E;</b> <b>d.Housing services and supports, including those related to SDOH-E;</b>
<b>*D/E/F/G* AMOUNT INCURRED</b>	<b>\$100,000.00</b>
<b>*H* NUMBER OF MEMBERS DIRECTLY RECEIVING - NR</b>	<b>up to 60 at a time</b>
<b>*I* RATIONALE FOR THIS INVESTMENT</b>	We will draw on the experience of Rogue Retreat in Medford who have implemented successful programs for Urban Campgrounds and Hope Village for those that are unsheltered and low income. They have a successful, proven history to help people and the community
<b>*J* INTENDED MEASURABLE OUTCOMES - NR</b>	Data will be collected on number of households, number of residents (adults/children), and turnover How data will be shared, tracked and reported, including appropriate steps to protect patient privacy and compliance

with HIPAA.

Quarterly reports on budget, occupancy, turnovers, clients served will be published quarterly.

<b>*N* PROJECT RETURN ON INVESTMENT - NR</b>	low income and unsheltered people can succeed and grow both emotionally and financially when given an opportunity .
<b>LEAD</b>	Sam Engel
<b>SME/SUPPORT</b>	Jennifer Gustafson
<b>*K* LENGTH OF INVESTMENT OR INITIATIVE</b>	<b>up to 1.5 years (18 months)</b>
<b>*L* START DATE OF INVESTMENT - NR</b>	
<b>*M* END DATE OF INVESTMENT - NR</b>	
<b>*O* TIME PERIOD PREDICTED TO ACHIEVE OUTCOMES - NR</b>	up to 2 years (24 months)
<b>TIN</b>	26-4524646
<b>STATEMENT OF NEED</b>	<p>This area has one of the highest rent to income ratios in the United States. With an AMI for individual of \$2097 and median one bedroom rates of \$812, housing is not affordable for one third of the population. Employment income is not increasing nearly as fast as real estate prices. Additionally there is no inventory of rental property that services low income housing and turnover of traditional vacancies is almost non-existent. This presents unsurmountable barriers for people that have been priced out of the rental market; 1) people that successfully completed programs from being homeless;2) to being employed but need housing; and3) people that have completed health treatment problems but need suitable housing to prevent reoccurrence of those issues. Multiple programs within the community (such as Foundry Village, Welcome Home Oregon, or Women's Crisis Support Team) assist people who are unsheltered and eventually need long term housing. Some clients exiting programs from health care providers (Asante Hospital, and surgery centers_) are unsheltered and need support to continue their recovery. The housing demand will far exceed the capability at this location While there will be 12 units with a capability of 60 individuals, estimates from multiple community service agencies put the people needing support at several hundred to several thousand, depending on the income thresholds used.</p>
<b>PROJECT DESCRIPTION</b>	This project will provide housing for low income and unsheltered people to be housed in Studios, 1 bedroom, 2 bedroom and 3+ cottages developed under the City of Grants Pass Cottage Development Code.
<b>PROJECT</b>	The final housing model will be informed by people with lived

<b>OUTCOMES</b>	experience of homelessness or housing instability who participate in transitional housing at Foundry Village or other local programs. Provisionally, housing units will be rented significantly below market-rate at approximately 30% of Area Median Income (AMI), in accordance with housing affordability best practices. Applications for renters will be open but primarily solicited from local transitional housing programs.
<b>DATE OF SUBMISSION</b>	09/27/21 6:52 PM
<b>FUNDING SOURCE</b>	SHARE 2021
<b>HRS CATEGORY</b>	HRS Comm. Benefit:Housing
<b>GL CODE</b>	4601-103-00 Housing
<b>FUND AUTHORITY</b>	Executive Team 003
<b>AMOUNT REQUESTED</b>	\$100,000.00
<b>Amount Carried Forward</b>	N/A
<b>SIDEBOARDS</b>	SHARE contract
<b>AWARD EMAIL</b>	<input type="checkbox"/>
<b>FUND DISTRIBUTION DATE</b>	01/03/22
<b>CHECK NO.</b>	
<b>PRIMARY CONTACT</b>	Jed Keller
<b>CONTACT EMAIL</b>	JedKeller@allcarecommunityfoundation.org
<b>CONTACT PHONE</b>	408.655.1180
<b>OTHER CONTRIBUTORS</b>	See attached document "ACCH " Application, in the Budget section
<b>LEVERAGED FUNDS</b>	See attached document "ACCH " Application, in the Budget section
<b>JACKSON</b>	<input type="checkbox"/>
<b>JOSEPHINE</b>	<input checked="" type="checkbox"/>
<b>CURRY</b>	<input type="checkbox"/>
<b>DOUGLAS</b>	<input type="checkbox"/>

<b>FROM JXCO BUDGET</b>	n/a: SHARE
<b>FROM JO/DOCO BUDGET</b>	n/a: SHARE
<b>FROM CUCO BUDGET</b>	n/a: SHARE
<b>FROM DOCO BUDGET</b>	n/a: SHARE
<b>MEASUREABLE OUTPUTS</b>	Quantity of tangible goods
<b>BUDGET NARRATIVE - CAC use</b>	A local donor has committed a gift of the land for the village site. Our plan is to bring in city utilities and the construction of the Village.
<b>BUDGET</b>	Attached
<b>EST. NUMBER TO BE SERVED</b>	up to 60 persons at a time, estimate 900-1800 persons over the duration of the project
<b>RATIONALE - REQUEST FOR ASSISTANCE</b>	<b>No</b>
<b>SUSTAINABILITY PLAN - CAC use</b>	Glencrest Village when construction is complete will generate sufficient cash to support both maintenance and staffing.
<b>TIME TO IMPLEMENT</b>	More than 1-Month
<b>Organization or Fiscal Sponsor Legal Name</b>	AllCare Community Foundation
<b>ATTN: / PROJECT NAME</b>	SHARE / Glencrest
<b>FUNDS DELIVERY METHOD</b>	Electronic Transfer
<b>BANK</b>	
<b>ROUTING NUMBER</b>	
<b>ACCOUNT NUMBER</b>	
<b>MAILING ADDRESS</b>	P.O. Box 1972,
<b>CITY</b>	Grants Pass
<b>STATE</b>	OR
<b>ZIP CODE</b>	97528
<b>ORGANIZATION</b>	<a href="http://allcarecommunityfoundation.org">http://allcarecommunityfoundation.org</a>

**WEBSITE**

<b>ORGANIZATION SOCIAL MEDIA</b>	Facebook: Foundry Village and AllCare Community Foundation
<b>EOE</b>	Yes
<b>CONFLICTS OF INTEREST</b>	None
<b>LANGUAGE ACCOMMODATIONS</b>	ACCF will use language accommodations through Rogue Retreat who have extensive experience with local population.
<b>LANGUAGE - ASSISTANCE REQUESTED</b>	<b>Yes</b>
<b>W-9</b>	Attached
<b>BOARD MEMBERS</b>	Attached
<b>EQUITY STATEMENT</b>	Attached
<b>PRIORITY POPULATION</b>	Economically Fragile Homeless or Marginally Housed
<b>ADDRESSES HE - STICK TO COMPLETE</b>	Yes
<b>Non-Monetary Request</b>	<b>Presentations by AllCare Staff Volunteers</b>
<b>New or Continuing Project</b>	New
<b>Carry Forward Explanation</b>	
<b>Previous Funding Years</b>	
<b>Previous Funding Amounts</b>	
<b>Progress Report Due</b>	12/31/22
<b>Report Request Sent</b>	
<b>Year In Review Report Due</b>	
<b>Organization Mission</b>	We envision improved quality, access, and affordability to social and physical environments that promote good health About Us: We promote healthy and vibrant communities through support, advocacy, and partnerships with focus on housing, education, transportation, and built environment.

<b>Funder Recognition</b>	AllCare logo on agency banner or signage Newsletters Social media recognition
<b>CHIP Priorities - Jackson/Josephine/S. Douglas</b>	Behavioral Health: Find ways the community can reduce the harm that happens with behavioral health and substance use. Behavioral Health: Help young people and older adults feel less alone. Behavioral Health: Improve ways to get behavioral health and addiction services. Find better ways to combine with other services. Behavioral Health: Lessen the pain of people who have been badly hurt emotionally. Help them to be stronger when facing future problems. Behavioral Health: Prevent use and misuse of substances. Behavioral Health: Teach the community how to kindly accept and help people who need behavioral health services. Make sure there is information and places they can turn to for help. Health Equity: Help people go to their doctor more often instead of using the Emergency Department. Health Equity: Train doctors on how to make LGBTQIA+ people feel more comfortable when they visit. Housing: Increase the number of people paying 30% or less of what they earn on housing. Housing: Increase the number of people living in homes that are safe, accessible, and are helped by social services.
<b>CHIP Priorities - Curry</b>	Housing and Homelessness: Increase accessible housing availability, affordability, and quality Housing and Homelessness: Support projects that help reduce homelessness
<b>SHIP Strategies</b>	Housing and Food: Increase affordable housing that is co-located with active transportation options. Housing and Food: Require Housing First principles be adopted in all housing programs.
<b>Connect Oregon</b>	We would like more information/We'd like to know what this is.
<b>Equity Training</b>	Our agency would like assistance in providing equity training.
<b>Compliance Training</b>	Our agency would like assistance in providing compliance training.
<b>COVID-19 Protocols</b>	We are practicing best known methods for COVID prevention and design our facilities to reduce COVID risk
<b>COVID Explanation</b>	At present, this project does not have resident. Board and team meeting have been moved to virtual setting for safety, volunteer activities are conducted following state COVID safety guidance, building are being designed with communicable disease prevention, hygiene, and sanitation in mind, design improvements to shared spaces (toilets, showers, etc) will be carried forward to this project, as well.
<b>Contracted with AllCare</b>	We're interested in learning more
<b>Contract Explanation</b>	SHARE contract is being submitted to OHA for review on 9/30/21. Upon acceptance of the CCO SHARE plan, the contract shall be executed by AFFC and AllCare CCO.
<b>Vaccination Outreach</b>	Educate us on available programs and options

<b>Vaccine Event</b>	Yes
<b>Vaccine Contact</b>	jedkeller@verizon .net
<b>*P* NON-CLINICAL SDOH-E PARTNER</b>	<b>Yes</b>
<b>*Q* PUBLIC HEALTH ENTITY</b>	<b>No</b>
<b>*R* CLINICAL PROVIDER</b>	<b>No</b>
<b>*S* IMPROVE HEALTH OUTCOMES COMPARED TO BASELINE</b>	<b>Yes</b>
<b>*T* PREVENT AVOIDABLE HOSPITAL READMISSIONS</b>	<b>Yes</b>
<b>*U* IMPROVE PATIENT SAFETY, ETC.</b>	<b>No</b>
<b>*V* WELLNESS &amp; HEALTH ACTIVITIES*</b>	<b>No</b>
<b>*W* HIT &amp; MEANINGFUL USE REQUIREMENTS</b>	<b>No</b>
<b>*X* ADDRESSES SDOH-E</b>	<b>Yes</b>
<b>Related Need/Deliverable</b>	Behavioral Health COVID Response Health Equity Wildfire Recovery
<b>COVID Portion Narrative</b>	At present, this project does not have resident. Board and team meeting have been moved to virtual setting for safety, volunteer activities are conducted following state COVID safety guidance, building are being designed with communicable disease prevention, hygiene, and sanitation in mind, design improvements to shared spaces (toilets, showers, etc) will be carried forward to this project, as well.
<b>EX. L STATUS</b>	In Process
<b>If Denied: Reason</b>	