



# 2022 Annual SHARE Initiative Spending Plan Template

**Due: June 30, 2022**

**CCO name: Health Share of Oregon**

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*Instructions:*

- Respond to items 1–11 below using this template.
- Be clear and concise. Do not exceed 20 pages (not including the required attachments).
- Your submission must include the formal agreement with each of the SDOH-E partners as 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.
- All file names must clearly reflect the content (for example, CCOxyz\_SHARE\_Item8).
- Only submit materials pertinent to this spending plan.

Submit your plan to [CCO.MC0DeliverableReports@dhsosha.state.or.us](mailto:CCO.MC0DeliverableReports@dhsosha.state.or.us) by December 31.

## 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](#))** \$19,855,000

## 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.**

Project Title	Activities Funded	Population Served
<p><u>Project 1:</u> Center for Addictions Treatment and Triage</p>	<p>SUMMARY: SHARE funding will be provided to Washington County to support capital costs associated with acquiring and renovating two buildings that make up the Center for Addictions Treatment and Triage (CATT). The CATT will provide critical social determinant of health resources to support community members to be successful in their recovery journeys. The facilities will offer a variety of services, including supportive housing services, peer drop-in services, and sobering services. No covered services will be provided with these funds. (\$7.60M)</p> <p>SDOH-E DOMAIN(S): This project addresses the SDOH-E domains of: <u>Neighborhood and Built Environment</u> through the capital construction of a trauma-informed community space; <u>Economic Stability</u> and <u>Housing</u> through the</p>	<p>CCO, general community, and Tribal community members as well as communities of color; individuals seeking recovery services and social health resource supports, primarily in</p>

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	<p>provision of supportive housing services; <u>Social and Community Health</u> through criminal justice diversion and social connection; and <u>Equity</u> by addressing racial disparities in access to care and criminal justice involvement driven by systemic structures that perpetuate health and economic disadvantage for racial minorities.</p> <p><b>BACKGROUND:</b></p> <p>The CATT project has been in development for three years and has full support from the Washington County Board of Commissioners as well as Health Share’s Community Advisory Council (CAC). The project will consist of two buildings and will expand non-treatment services that will help community members be successful in their recovery journey. For example, SHARE funding will be used to create a space for community partners to support access to supportive housing services (SHS), creating an access point into that system.</p> <p>The County has identified both buildings required for the project and has retained an architectural firm to begin the design. SHARE funding will be used for capital costs associated with acquiring and renovating the two CATT buildings. The building renovation will create a trauma-informed space for members seeking services. The design of the campus, with several buildings spread across several acres, with nature/green spaces integrated, is intended to provide a trauma informed space. These expenses will be incurred over the next 24 months as design, construction and furnishing of the building occur prior to opening. No SHARE funding will be used for service provision.</p> <p><b>PROGRAM DETAILS/EXAMPLES:</b></p> <p><u>Supportive Housing Services:</u> Space will be created and designated for a community-based organization to co-locate staff providing housing navigation and entry into the SHS system as well as short-term residential supports for individuals transitioning out of treatment services.</p> <p><u>Peer Drop-In Services:</u> Developing positive peer social connections is critical for individuals in early and sustained recovery. The CATT will include a community center where individuals who have a substance use disorder can meet with mentors and other people in recovery.</p> <p><u>Sobering Services:</u> Washington County has no existing sobering services. This results in individuals who are acutely intoxicated being brought by first responders to either the local hospitals or jail. The CATT seeks to provide an alternative to this by creating a location for sobering services to be provided. This non-treatment service will be designed to engage individuals, offer supportive peer mentors, and provide rapid access into SUD care. Where possible, we will seek to divert individuals from the criminal justice system and unnecessary health care.</p>	<p>Washington County.</p>
<p><u>Project 2:</u> Behavioral Health Resource</p>	<p><b>SUMMARY:</b></p> <p>SHARE funding will be provided to Multnomah County to support start-</p>	<p>CCO, general community, and Tribal</p>

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Center	<p>up and initial operating costs for the Behavioral Health Resource Center (BHRC) in Multnomah County. The BHRC will provide critical support and services to over 200 homeless individuals daily. Services will include peer delivered social supports, trauma- and equity-informed housing, and connections to housing providers. The BHRC includes three distinct, yet interconnected programs focused on meeting basic needs and providing housing and peer support services. These three programs are the peer-run day center, a mental health shelter, and a bridge to housing program. SHARE funding will be used to support the Mental Health Shelter and the Bridge to Housing program. No covered services will be provided with these funds. (\$3.78M)</p> <p>SDOH-E DOMAIN(S):</p> <p>This project addresses the SDOH-E domains of: <u>Economic Stability and Housing</u> by addressing housing insecurity through the Bridge to Housing and Mental Health Shelter programs; <u>Social and Community Health</u> through increased social connection provided in each of the three programs; and <u>Equity</u> through trauma-informed principles that have guided the programs’ design and development.</p> <p>BACKGROUND:</p> <p>The BHRC addresses Multnomah County’s need for increasing peer-led points of entry for community members to meet their basic needs, including access to housing resources. The BHRC includes a low-barrier shelter and a bridge to housing program that will support members as they transition from houselessness into a continuum of trauma-informed housing supports that is specifically developed to work at the intersection of houselessness and severe and persistent mental illness. No funding will be used for service provision.</p> <p>Communities including Black, Indigenous, and other People of Color (BIPOC), LGBTQIA+ and older adults are disproportionately impacted by homelessness and the detrimental impacts of chronic behavioral health issues. Equity and trauma-informed principles have guided the design and program development to create a facility that provides a safer, calming space for healing.</p> <p>PROGRAM DETAILS/EXAMPLES:</p> <p><u>Peer-Run Day Center</u>: Through the Day Center, the BHRC will provide connection to basic needs support, such as laundry and showers, as well as linkages to employment services in the day center.</p> <p><u>Mental Health Shelter</u>: The Mental Health Shelter is a 33-bed, low-barrier shelter space offering a mixed-gender shelter, support for activities of daily living, daily meal service, and connections to long-term supports and services.</p> <p><u>Bridge to Housing</u>: The Bridge to Housing program is a 19-bed, 90-day program that helps individuals move from crisis/houselessness to path toward stable housing. This program includes mixed-gender housing with individualized housing plans, life skills training and supports,</p>	community members as well as communities of color; homeless individuals seeking services in Multnomah County
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	<p>connection to treatment and other services, and peer support for recovery and daily living.</p>	
<p><u>Project 3:</u> Community-Based Organization Capacity Building for Health-Related Social Need Benefits</p>	<p><b>SUMMARY:</b></p> <p>This SHARE investment will support capacity building for community-based organizations (CBO) interested in offering Medicaid-funded benefits and supports to their clients. The investment will also support a central convener to facilitate a selection process to determine which CBOs will receive this funding. (\$2.00M)</p> <p><b>SDOH-E DOMAIN(S):</b></p> <p>This project addresses the SDOH-E domain of: <u>Social and Community Health</u> through capacity building investments in CBOs serving individuals that are not well connected to the health care system due to issues such as past trauma with health systems, mixed family immigration statuses, or lack of a culturally and linguistically appropriate workforce; and <u>Equity</u> through the of a Request for Proposal (RFP) process to identify a central convener as well as to identify interested culturally specific and inclusive CBO partners that are committed to the CCO’s goal of addressing health equity.</p> <p><b>BACKGROUND:</b></p> <p>In preparation for the Health-Related Social Need (HRSN) benefits recently approved in Oregon’s 1115 Medicaid Waiver, Health Share will be investing in CBOs that already have established trust in their communities to help connect members to these new benefits. Health Share also acknowledges that CBOs typically serve clients regardless of their insurance status; while this investment is focused on capacity building for CBOs to deliver benefits to clients covered by the Oregon Health Plan, uninsured clients or those with other insurance may also benefit from the CBOs’ increased capacity.</p> <p>Health Share issued a Request for Proposals (RFP) in early 2023 to identify an organization that will serve as a central convener to identify interested CBOs, especially culturally specific and inclusive CBO partners that are committed to the CCO’s goal of addressing health equity. The Corporation for Supportive Housing (CSH) was chosen to serve that role. Health Share will be working with CSH to identify interested CBOs as expectations for the HRSN benefit roll-out continue to be solidified by OHA. Capacity building funds will be for approximately two years depending on the needs of each CBO and their timelines for moving into implementation.</p> <p>Health Share will coordinate and align this investment with any designated state health programs (DSHP) funding that comes to the CCO’s region during the same time period.</p> <p><b>PROGRAM DETAILS/EXAMPLES:</b></p> <p><u>Central Convener:</u> The central convener will support streamlined contracting for capacity building for CBOs as well as host a Community of Practice with CBOs to support learning and CBO network development.</p>	<p>CCO, general community, and Tribal community members as well as communities of color; members accessing resources and care from CBOs in the tri-county region</p>

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	<p><u>CBO Capacity Building</u>: This investment will include resources to support CBOs who need to develop new financial structures or tracking systems as well as provide training for their staff on new workflows/ platforms/ community-information exchange and training for Traditional Health Workers (THW) working with members that are accessing services to support their health and wellness.</p>	
<p><u>Project 4:</u> Workforce Development and Capacity Building for Community Based Organizations Supporting Children and Families</p>	<p>SUMMARY:</p> <p>SHARE funding will be used to improve equitable access to and build the capacity of organizations and clinics to ensure the full spectrum of social-emotional health resources are available for young children and their families whether they are enrolled in OHP or not. This investment would support identification of needs and subsequent capacity building for CBOs in partnership with health systems to strengthen the social and emotional health of young children and their families with a focus on communities that have been historically marginalized and underserved. This funding will address gaps in access to a broad array of social emotional resources and supports across the region. It will provide organizational capacity building for CBOs that offer a range of supports to their clients, most of which are not currently, and will never be, covered Medicaid services. No covered services will be provided with these funds. (\$2.00M)</p> <p>SDOH-E DOMAIN(S):</p> <p>This project addresses the SDOH-E domains of <u>Social and Community Health</u> and <u>Equity</u> through investments in culturally specific CBOs and well as organizations focusing on workforce development and training that are serving families with young children who are not well connected to the health care system due to issues such as past trauma with health systems, mixed family immigration statuses, or lack of a culturally and linguistically appropriate workforce.</p> <p>BACKGROUND:</p> <p>Health Share is focusing on increasing ways to support young children with social emotional health needs to help ensure they are ready for kindergarten. Health Share met with 12 community groups to gain input into a multi-year regional plan that will be used to support children, birth to 5, and their families, to have equitable access to resources that support their social-emotional health and are the best match for their needs.</p> <p>Through this investment, Health Share will invest in workforce development as well as capacity building for culturally specific and inclusive CBOs that are working to strengthen the social and emotional health of children and families to improve health outcomes and kindergarten readiness.</p> <p>PROGRAM DETAILS</p> <p>Health Share has executed contracts with the following organizations to meet the goals outlined above:</p>	<p>CCO, general community, and Tribal community members as well as communities of color; children, birth-5, and their families, especially those served by culturally specific and inclusive CBOs</p>

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	<p><u>Immigrant and Refugee Community Organization (IRCO)</u></p> <ul style="list-style-type: none"><li>• Organizational Capacity Building</li><li>• Two CHW positions to provide non-covered, culturally-specific home visits and parent-child groups, as well as parent education for families with 0 – 5 year olds.</li><li>• Training and Workforce Development on culturally competent parenting education, CEW training</li><li>• Cultural adaptation of Second Step curriculum</li></ul> <p><u>Adelante Mujeres</u></p> <ul style="list-style-type: none"><li>• Organizational Capacity Building</li><li>• Two CHW positions to provide non-covered navigation, care coordination, and parent education to families with 0 – 5 year olds</li><li>• Training and Workforce Development on Trauma- Informed Care</li><li>• Funding to construct a Parent Child Interaction Therapy Room in a community organization</li></ul> <p><u>Clackamas County/All:Ready Network</u></p> <ul style="list-style-type: none"><li>• Development of Resource Navigation tools of disability services, in multiple languages to support referral pathway development, including map of culturally affirming organizations and agencies supporting social emotional needs for the 0-5 population</li><li>• Focus groups to identify clinical gaps in the Social Emotional Health service array for 0 – 5 year olds with the Black, African American and African communities to inform Action Plan refinement and strategic direction</li></ul> <p><u>Oregon Pediatric Improvement Partnership (OPIP)</u></p> <ul style="list-style-type: none"><li>• Design and implementation of an Integrated Behavioral Health Learning Collaborative for the Health Share Collaborative</li></ul> <p><u>Portland State – System of Care Institute (SOIC)</u></p> <ul style="list-style-type: none"><li>• Creation and Implementation of an Early Childhood Mental Health Workforce Development Implementation Model to:<ul style="list-style-type: none"><li>• Increase the number of early childhood providers at organizations contracted by Health Share/Care Oregon.</li><li>• Increase supervisory capacity to support an increased workforce.</li><li>• Increase intervention &amp; early childhood BH content for workforce across levels of providers (skills trainers, clinicians, peers, etc).</li><li>• Develop workforce incentives for interns and MSW students to be placed in early childhood mental health settings.</li></ul></li><li>• The agreement includes FTE for existing staff, as well as a new Liaison position; also included are funding for workforce training, content development, student recruitment, communications materials and infrastructure support.</li></ul>	
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<p><u>Project 5:</u> Culturally- and Linguistically-Specific Community-Based Doulas</p>	<p><b>SUMMARY:</b></p> <p>To improve birthing outcomes among communities of color, both those who have access to OHP and those that do not, greater access to trained, certified, culturally and linguistically diverse doulas are critical. This three-year investment will provide capacity building funding to the Oregon Doula Association to support workforce development and infrastructure for individuals seeking to become state-certified community-based doula providers for culturally and linguistically diverse communities. This investment also includes funds for a Doula Awareness Campaign and new materials and toolkits for Doula Integration and Utilization that will result in more pregnant Members accessing doula services in the tri-county region. (\$500K)</p> <p><b>SDOH-E DOMAIN(S):</b></p> <p>This project addresses the SDOH-E domains of: <u>Social and Community Health</u> and <u>Equity</u> through investments in expanding access culturally- and linguistically- specific doulas.</p> <p><b>BACKGROUND:</b></p> <p>Doulas are trained, experienced professionals who provide personal, non-clinical support to women and families during a woman’s pregnancy, labor and delivery and postpartum experience. The doula’s role is to support women in having a safe, emotionally-supported birthing experience. They play an important role in improving access to services, building trust with the health care system, reducing overutilization of unnecessary services (C-sections, epidurals and prolonged hospital stays) and improving the attachment of mother and newborn through breastfeeding support, emotional support, and guidance. These supports are particularly important for pregnant Members that come from communities of color such as Black/African American communities as well as linguistically diverse communities who face the greatest disparities in birth outcomes due in part to past historical and systemic traumas such as discrimination. This project seeks to address that disparity by providing additional resources to support this critical part of the health system workforce that has been historically undervalued and under-resourced. To increase access to this workforce and ensure equitable access to culturally and linguistically diverse communities they serve, additional investment is needed, above and beyond the investment typically required to ensure an adequate network. Doulas trained through this program are meant to benefit the whole community and will serve clients regardless of insurance status.</p> <p><b>PROGRAM DETAILS:</b></p> <p>Health Share and CareOregon have entered contract with the Oregon Doula Association below are the major components of the funding:</p> <p><u>Doula Workforce:</u> This investment will support the Doula workforce, particularly for culturally and linguistically diverse communities. Activities include supporting culturally- and linguistically specific community-based Doula providers interested in obtaining and</p>	<p>CCO, general community, and Tribal community members as well as communities of color; pregnant members seeking access to culturally and linguistically specific doula services</p>
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	<p>maintaining Doula certification, helping arrange mentoring arrangements for individuals from those communities who want to become doulas by:</p> <ul style="list-style-type: none"> <li>• Providing support (stipend for transportation and childcare as an example) for Doulas to complete the 3 birth requirements for THW certification, with focus being on the tri-county region.</li> <li>• Providing technical assistance to doulas and doulas in-training for the THW certification process, billing, and general support.</li> <li>• Continuing education opportunities, including annual statewide doula conference.</li> </ul> <p><u>Capacity Building for the Oregon Doula Association:</u> This investment will support the Oregon Doula Association to build internal infrastructure to support community-based doula providers in building Doula hubs in our service area including providing technical assistance to community-based Doulas.</p> <p>PROJECT DELIVERABLES INCLUDE:</p> <ul style="list-style-type: none"> <li>• Increased number of doulas on the Oregon Traditional Health Worker Registry</li> <li>• Increased number of doulas of color reported on the Oregon Traditional Health Worker Registry</li> <li>• Increased ODA membership and engagement of doulas</li> <li>• Creation of educational opportunities for doula professional development: materials, presentations for doulas at events</li> </ul>	
<p><u>Project 6:</u> Training Capacity for Interpreters</p>	<p>SUMMARY:</p> <p>To improve health outcomes among communities of color, both those who have access to OHP and those that do not, greater access to interpreter services is critical. This is especially true for immigrant and refugee communities. This investment will provide additional training capacity through the Oregon Health Care Interpreters Association (OHCIA) for 70 interpreters across the collaborative for 3 years. It will support capacity building for OHCIA in providing continued education opportunities, expanding provider and interpreter technical assistance access, and supporting the interpreter workforce navigating the certification process. (\$525K)</p> <p>SDOH-E DOMAIN(S):</p> <p>This project addresses the SDOH-E domains of: <u>Social and Community Health</u> and <u>Equity</u> through investments in the interpreter workforce so that benefit non-native English speakers, including immigrants and refugees.</p> <p>BACKGROUND:</p> <p>The collaboration of OHCIA and Health Share will benefit culturally and linguistically diverse communities, increase language access services,</p>	<p>CCO, general community, and Tribal community members as well as communities of color; culturally and linguistically diverse communities seeking access to interpreter services</p>



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improve patient safety, and enhance positive health care outcomes. OHCIA has data indicating that both trained and untrained health care interpreters, who are often non-native English speakers and also identify as immigrants themselves, are facing major systemic barriers to fulfilling required training and credentialing. This investment will support Health Share's Members in receiving clear and accurate communication via a credentialed interpreter, which will lead to system improvements such as fewer prescription errors, readmissions, and emergency room visits. To increase access to this workforce and ensure it is representative of the culturally and linguistically diverse communities they serve, additional investment is needed. Interpreters trained through this program are meant to benefit the whole community and will serve clients regardless of insurance status.

### PROGRAM DETAILS:

Health Share and CareOregon have entered contract with the Oregon HealthCare Interpreter Association below are the major components of the funding:

Training and Development: This investment will support health care interpreter training for selected languages and communities in our services area. It will increase OHCIA capacity for building continuing education training opportunities for certified interpreters by:

- Offering the 60-hour health care interpreter training course to new students who are committed to obtaining their qualification/certification with the state.
- Following students with an assigned case manager from entry of the training program all the way through credentialing.
- Reaching out to those credentialed HCIs (Health Care Interpreters) and guiding them through the recertification process.

Interpreter Workforce Support: This investment will enable the OHCIA to support newly trained interpreters in obtaining state certification by:

- Providing HCI case management services for those individuals identified as the best candidates to receive follow-up, mentoring, financial support assistance and assistance through the certification and credentialing process. E.g., individuals representing languages with higher interpreter needs, individuals residing in rural communities but providing interpreter services in the tri county region.

### Health Care Interpreter Services Needs Assessment:

o Facilitate and convene interpreter workforce, language service providers, to assess interpreter workforce gaps and provide recommendations.

o Facilitate assessment of interpretation needs among Health Share member groups and clinical provider networks in the Health Share collaborative including physical health, behavioral health, oral health, and

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	<p>social health providers.</p> <p>PROJECT DELIVERABLES INCLUDE:</p> <ul style="list-style-type: none"> <li>• Increase number of individuals receiving HCI training who provide services in the tri-county region.</li> <li>• Increase the number of HCIs credentialed by the state.</li> <li>• Increase access to required CEUs for HCIs</li> <li>• Identify gaps in access to, utilization of, and ability to provide HCI services from various stakeholder perspectives.</li> <li>• Provide recommendations for future efforts in this area.</li> </ul>	
<p><u>Project 7: CAC Food Access Investment</u></p>	<p>SUMMARY:</p> <p>This investment will be put toward food equity and essential needs focused on emergency funding, capacity building initiatives, and direct support to individuals and families identifying as from culturally specific communities and community groups. (\$1.50M)</p> <p>SDOH-E DOMAIN(S):</p> <p>This project addresses the SDOH-E domains of: <u>Economic Stability</u> by addressing food insecurity and <u>Equity</u> through investments in culturally specific organizations.</p> <p>BACKGROUND:</p> <p>The 2022 Healthy Columbia Willamette Collaborative Community Health Needs Assessment highlighted a regional shortfall of \$140,638,164 in resources needed address the food insecurity gap. Additional burden is seen in accessing culturally specific nutrition specifically for communities of color, immigrants, refugees, seniors, migratory and seasonal agricultural and farmworkers, and individuals and families at risk of or experiencing homelessness.</p> <p>Health Share engaged with our Community Advisory Council (CAC), Healthy Columbia Willamette Collaborative (HCWC), and tri-county Public Health Departments to develop principles and a process for community-based organizations to solicit these funds in early 2023. The \$1.5 million investment will be supported through a contract with the Oregon Public Health Institute.</p> <p>Health Share’s CAC has advised the CCO to prioritize culturally serving CBOs that serve communities of color, immigrants, refugees, farm workers, and individuals and families at risk of or experiencing homelessness. Capacity building funds will be for approximately two years, depending on the needs of each culturally specific CBO and the immediate community needs.</p> <p>Health Share will coordinate and align this investment with any designated state health programs (DSHP) funding that comes to the CCO’s region during the same time period.</p> <p>PROGRAM DETAILS/EXAMPLES:</p>	<p>CCO, general community, and Tribal community members as well as communities of color; individuals and families identifying as from culturally specific communities and community groups</p>

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	<p>Health Share has entered into contract with the Oregon Public Health Institute (OPHI) to meet the following objectives:</p> <ul style="list-style-type: none"> <li>• Co-create and implement an equitable grantmaking process to select community-based organization (CBO) grantees for funding and achieve the stated goals of the investment,</li> <li>• Provide direct support to grantees in expanding service operations and growing organizational capacity,</li> <li>• Support and strengthen Health Share’s network of CBO partners as it prepares to participate in waiver-funded activities while also reducing the administrative burden of grantmaking on Health Share directly.</li> </ul> <p><b>OPHI scope of work and key activities:</b></p> <ul style="list-style-type: none"> <li>• Design a funding opportunity that is consistent with Health Share’s program goals – including an accessible open call for the funding opportunity, offering language supports, multiple methods of submission, information sessions, and other support for prospective grantees.</li> <li>• Implement a standardized application review process to select proposals for funding and notify applicants of decisions.</li> <li>• Craft work plans for grant-funded activities consistent with grantee and Health Share’s program goals.</li> <li>• Execute grant agreements with CBO grantees and distribute funds</li> <li>• Provide technical assistance and access supports to grantees throughout the process, such as training and technical assistance to grantees, capacity-building supports and/or project-specific/topical support.</li> <li>• Maintain consistent communication with Health Share and grantees to support achievement of work plan goals, growth in organizational capacity, and reporting of progress.</li> <li>• Engage with Health Share on long-term strategic planning around food access as a social determinant of health.</li> </ul>	
<p><u>Project 8</u>: Project Turnkey</p>	<p>SUMMARY: This investment will support the Rockwood Community Development Corporation of Oregon (CDCO) to renovate their Turnkey property. The 75-unit facility was acquired with funding provided by the Oregon Community Foundation. SHARE funding will be used to support renovations of this hotel.</p> <p>SDOH-E DOMAIN(S): This project addresses the SDOH-E domains of: <u>Neighborhood and Built Environment</u>, <u>Economic Stability</u>, and <u>Housing</u> by addressing housing insecurity through the creation of new low-barrier housing units; <u>Education</u> by providing access to classes for residents; and <u>Equity</u> through</p>	<p>CCO, general community, and Tribal community members as well as communities of color; individuals and families experiencing houselessness in east Multnomah County</p>

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	<p>investments in culturally specific organizations.</p> <p><u>BACKGROUND:</u></p> <p>Rockwood CDC is a BIPOC-led organization with a mission as follows; “We work in Oregon’s poorest community to help provide pathways for Rockwood residents to move from poverty to prosperity.” Rockwood is the most rent burdened neighborhood in Multnomah County, and its 40,000 residents have a life expectancy that is ten years shorter than other parts of the Portland Metro area. Overall, RCDC’s programs reach approximately 8,000 East County residents annually, with 75% of those served representing BIPOC communities.</p> <p>Rockwood CDC has demonstrated success with their first Turnkey program, transitioning 760 individuals (150 families) to permanent housing since opening their doors in July of 2021. A high percentage of Turnkey participants are Medicaid members.</p> <p><u>PROGRAM DETAILS/EXAMPLES:</u></p> <p><u>Low Barrier Transitional Housing</u> – The investment will support renovation of a 75-unit building with non-congregate transitional housing for individuals and families experiencing houselessness in a neighborhood with a high poverty rate. On average, residents who participate in on-site case management and supportive services transition to more permanent and affordable housing within 65 days. RCDC currently works with 211Info, the Joint Office of Homeless Services, and local CBOs as referral sources and funding partners.</p> <p><u>Supportive Housing Services</u> – Residents will be provided with housing case management and wraparound services utilizing the Rapid Re-Housing model. Examples of specific offerings include: Rent Well Classes, Job Search, Credit Recovery, Financial literacy classes, criminal record expungement, and health insurance enrollment. None of these services are covered services under Medicaid.</p> <p><u>Multi Service Center</u> – The Turnkey facility has large conference rooms and offices on the first floor that will be renovated to house CBOs that are partnering with RCDC to provide direct services to residents and community members.</p>	
<p><u>Project 9:</u> Investments to Maximize Use of a Community Information Exchange</p>	<p><u>SUMMARY:</u></p> <p>These investments support the maximization of Connect Oregon as a Community Information Exchange (CIE). They include Health Share’s contribution to a statewide evaluation of Connect Oregon as well as ongoing support to the Coordination Center at 211Info. (\$550K)</p> <p><u>SDOH-E DOMAIN(S):</u></p> <p>This project addresses all SDOH-E domains by supporting investment in CIE which helps individuals and families connect to resources to support their health and wellness such as food boxes (<u>Economic Stability</u>), rent support (<u>Housing</u>), access to early childhood education (<u>Education</u>), and more.</p>	<p>CCO, general community, and Tribal community members as well as communities of color; members seeking access to community resources to address health-related social needs</p>

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	<p><b>BACKGROUND:</b></p> <p>Connect Oregon has been live for two years and is in use by 15 of 16 CCOs in Oregon. These CCOs are eager to learn about successes, challenges, and future needs of this CIE platform. To help bring learnings to this space, Connect Oregon partners, including Health Share, have engaged in discussions with the University of California at San Francisco’s (UCSF) Social Interventions Research and Evaluation Network (SIREN) team to develop an 18-month evaluation design and budget.</p> <p>In addition, this investment will support the Coordination Center at 211Info, which helps connect members seeking to access community resources with organizations that are not yet on the Connect Oregon platform.</p> <p><b>PROGRAM DETAILS/EXAMPLES:</b></p> <p><u>Statewide Evaluation of Connect Oregon:</u> Funding for the evaluation is coordinated through a braided-funding approach of engaged partners. This investment supports Health Share’s contribution to that evaluation.</p> <p><u>Coordination Center at 211Info:</u> The investment in the Coordination Center will support staffing for the following activities: Processing, facilitating, and monitoring network referrals and requests for services; managing out-of-network cases; and supporting network growth. This contract is still in negotiation and will be finalized in Q1 2023.</p>	
<p><b>Project 10:</b> Culturally Specific Help Me Grow Expansion</p>	<p><b>SUMMARY:</b></p> <p>This investment will expand a culturally adapted model of Help Me Grow (HMG) to Health Share’s entire service region. The model focuses on improving access to early childhood systems for American Indian and Alaska Native (AI/AN) families. Funding will support additional staffing needed for delivery of parenting education, community training, and development and implementation of a plan to communicate the expansion. (\$400K)</p> <p><b>SDOH-E DOMAIN(S):</b></p> <p>This project addresses the SDOH-E domains of <u>Education</u>, <u>Social and Community Health</u>, and <u>Equity</u> by supporting investment a culturally specific model of parenting education which increases social connection and supports family's connection to critical early childhood supports for American Indian and Alaska Native families.</p> <p><b>BACKGROUND:</b></p> <p>Help Me Grow is a regional investment supported by Health Share to assure coordinated access to services for families of young children with developmental and behavioral concerns and conditions requiring connections to services and supports. Multnomah County expanded on this approach through the Chaku Monqui Lush program which is focused on improving early childhood systems access for American Indian and Alaska Native families. This culturally-specific approach to HMG goals was developed in partnership with the Future Generations Collaborative and will be expanded regionally.</p>	<p>CCO, general community, and Tribal community members as well as communities of color; American Indian and Alaska Native families with young children in Multnomah, Clackamas and Washington Counties</p>

## 2022 SHARE Initiative Spending Plan Template

	<p><b>PROGRAM DETAILS/EXAMPLES:</b></p> <p><u>Staffing support:</u> This investment will support hiring culturally specific staff to deliver weekly, culturally congruent parenting education (Parent Circles) as well as community training and outreach throughout early childhood systems.</p> <p><u>Communication Materials:</u> The investment will also support the creation and distribution of communication materials to promote the program and ensure the families who may benefit from this resource are aware it exists.</p>	
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### CHP/statewide priorities

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

CAC’s CHP Priorities and Rationale	Community Health Improvement Plan Alignment
<p><b>ACCESS TO CARE:</b> Culturally responsive, accessible, and high-quality care that includes access to primary care, mental health, behavioral health, and oral health can help people live longer, healthier lives.</p> <p><i>To address health disparities, these SHARE investments are focused on projects where additional funding, beyond that needed for general network adequacy, is required to ensure the availability of culturally and linguistically specific services.</i></p>	<p><b>CBO Capacity Building (Project 3):</b> This project will increase connections to the health care system for individuals whose primary access point to services is a community-based organization.</p> <p><b>Supporting Children and Families (Project 4):</b> This work will increase availability of and access to social emotional health services/supports (screening, assessment, treatment) for members through direct access in culturally specific community based organizations.</p> <p><b>Doula Investment (Project 5):</b> This investment will increase access to culturally and linguistically community based doulas for our members and community.</p> <p><b>Investment in Interpreters (Project 6):</b> This investment will increase access to certified interpreters for limited English- speaking members and community.</p> <p><b>Investments in Connect Oregon (Project 9):</b> These investments support members seeking access to care and resources through community-based organizations.</p> <p><b>Help Me Grow Expansion (Project 10):</b> This investment will support American Indian and Alaska Native families’ access to early childhood resources and supports.</p>
<p><b>CHRONIC CONDITIONS:</b> Approaching chronic conditions with an ethno-racial analysis will help us take action and focus attention on how health differs within communities of color, which are often most impacted by health disparities.</p>	<p><b>CATT (Project 1) and BHRC (Project 2):</b> The CATT and BHRC will both support community members who have chronic behavioral health conditions in ways that are peer led and increase culturally and linguistically specific capacity and capabilities.</p> <p><b>Investment in Interpreters (Project 6):</b> Language and literacy are central to understanding health information and navigation for our members and community. This investment will support access to certified healthcare interpreters for limited English-speaking members.</p>
<p><b>SOCIAL CONNECTION:</b> Research demonstrates social connectivity is among</p>	<p><b>CATT (Project 1):</b> This project will support social connections for individuals through the creation of a peer-run drop-in center.</p> <p><b>BHRC (Project 2):</b> This project will support social connections for individuals</p>

## 2022 SHARE Initiative Spending Plan Template

<p>the most important predictors of health and well-being.</p>	<p>experiencing homelessness through a peer-run day center.  <b>Doula Investment (Project 5):</b> This investment will support increase member access to culturally and linguistically serving community-based Doulas.  <b>Supporting Children and Families (Project 4):</b> This investment will support an increase in social connection through the use of peers in community-based organizations.  <b>Help Me Grow Expansion (Project 10):</b> This investment will support American Indian and Alaska Native families’ access parenting groups that promote social connection.</p>
<p><b>FOOD ACCESS:</b>  The ability to access fresh, affordable, and culturally relevant foods is a foundation for healthy growth and development throughout the lifespan. Food access deepens connection to the environment and increases social connectivity access; healthy food access is one signifier of a community’s health.</p>	<p><b>CBO Capacity Building (Project 3):</b> This project will increase connections to food resources funded through either health-related services or the new Health-Related Social Need benefits for individuals whose primary access point to services is a community-based organization.  <b>CAC Food Access Investment (Project 7):</b> This investment will provide operational support for culturally specific organizations and those serving diverse community members who are being under-served by our current system.  <b>Investments in Connect Oregon (Project 9):</b> These investments support members seeking access to care and resources through community-based organizations.</p>
<p><b>HOUSING:</b> Supportive housing is a key social determinant of health that often underlies individual and community health disparities.</p>	<p><b>CATT (Project 1):</b> This project will support connection to supportive housing services for individuals experiencing homelessness in Washington County.  <b>BHRC (Project 2):</b> This project will directly support individuals experiencing homelessness in Multnomah County by meeting their basic needs and providing housing and peer support services.  <b>CBO Capacity Building (Project 3):</b> This project will increase connections to housing resources funded through either health-related services or the new Health-Related Social Need benefits for individuals whose primary access point to services is a community-based organization.  <b>Project Turnkey (Project 8):</b> This project will provide non-congregate, transitional housing and wrap around services to individuals and families that are experiencing houselessness.  <b>Investments in Connect Oregon (Project 9):</b> These investments support members seeking access to care and resources through community-based organizations.</p>

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

In addition to the information included above about how several of this portfolio’s projects specifically address housing-related services and supports, Health Share also has a strategic commitment to assuring access to supportive housing for our members through integration and coordination across health systems, counties, the State, and housing service providers. This is evidenced in part through the CCO’s recent \$15 million investment in piloting a housing benefit for Health Share members experiencing significant life transitions.

**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**

## 2022 SHARE Initiative Spending Plan Template

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:** [Washington County \(CATT\) – Project 1](#)

**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:** [Multnomah County \(BHRC\) – Project 2](#)

**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:** [Central Convener for CBO Capacity Building – Corporation for Supportive Housing – Project 3](#)

**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:** [Capacity Building for CBOs Supporting Children and Families – IRCO – Project 4](#)

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

- Neighborhood and built environment



## 2022 SHARE Initiative Spending Plan Template

- 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:** Capacity Building for CBOs Supporting Children and Families – Adelante Mujeres – Project 4

**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:** Capacity Building for CBOs Supporting Children and Families – Portland State University – Project 4

**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:** Capacity Building for CBOs Supporting Children and Families – Clackamas County – Project 4

**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

## 2022 SHARE Initiative Spending Plan Template

**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:** [Capacity Building for CBOs Supporting Children and Families – Oregon Pediatric Improvement Partnership – Project 4](#)

**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:** [Oregon Doula Association – Project 5](#)

**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:** [Oregon Health Care Interpreters Association – Project 6](#)

**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:** [CAC Food Access – Multiple CBOs \(TBD\) – Project 7](#)

**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

## 2022 SHARE Initiative Spending Plan Template

**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:** [Community Development Corporation of Oregon – Project 8](#)

**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:** [Oregon Health Leadership Council – Project 9](#)

**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:** [211Info - Project 9](#)

**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:** [Multnomah County \(Help Me Grow\) – Project 10](#)

**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

## 2022 SHARE Initiative Spending Plan Template

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).

The portfolio of projects above represents a set of SDOH-E partners and initiatives identified based on the community needs identified in the Health Share's Community Health Assessment (CHA) and Community Health Improvement Plan (CHP) as well as through recommendations from Health Share's Financial Investment Oversight Committee (FIOC). The purpose of the FIOC is to make recommendations to the Board on the scope, scale, and process of investments related to 2021 net income, including the SHARE Initiative. The Committee includes an appointed member from each Member Organization, a member of the Community Advisory Council (CAC), and a member of the Clinical Advisory Panel (CAP). The Committee ensured that the recommended investments support the group's guiding principles and that the regulatory requirements of SHARE are met. Additionally, projects that met the requirements of SHARE were presented to the full CAC for their input. The CAC's feedback informed the design of the final projects as well as which initiatives were recommended to the FIOC Committee and the Board of Directors for inclusion in this proposal. The CAC was involved and engaged in all the stages of the decision making and were given timely notice of the FIOC committee's process to ensure full transparency and engagement.

In addition to the CAC engagement, the FIOC committee went through training and practice of implementing an equity decision-making tool introduced by HSO's Chief EDI Officer. The FIOC committee implemented all 5 stages of the equity lens tools to guide their decision-making process and ensure an equitable process.

Individual SDOH-E partners were selected for each project based on the following:

SDOH-E Partner	Selection Process
Project 1: Washington County (CATT)	Washington County is uniquely poised to develop and oversee the CATT project and services due their role as the Local Mental Health Authority (LMHA). The LMHA is responsible for ensuring adequate services and supports for the entire population, including crisis services and full continuum of treatment and recovery support. Washington County has prioritized this project to ensure that individuals who have been geographically or otherwise marginalized from SUD treatment will have local access to a full continuum of services. They have put their own funding into this project as well partnering with other local governments to obtain investment from the opioid settlement funds. Their position in the community allows them to leverage many funding streams and pull together a variety of stakeholders to achieve success. This contract is in development and will be finalized in January 2023.
Project 2: Multnomah County (BHRC)	Multnomah County, as the LMHA, is responsible for ensuring a full continuum of crisis and treatment services and is best positioned to lead this project and leverage the many funding streams that support it. The County held a multi-stage process of direct input from consumers with lived experience to inform this project, and it will be staffed by peers with clinical support in the housing spaces. The County has also successfully leveraged at least five other funding streams to create a sustainable program, pointing support from critical stakeholders as well. The BHRC will be a community resource, available to all individuals wanting support, regardless of insurance, income or situation. This project also ties into the work Multnomah County is leading for the BHECN

## 2022 SHARE Initiative Spending Plan Template

	(Behavioral Health Emergency Coordination Network) and creates alignment by having the County oversee both projects and direct the various funding streams to support the services. This contract is in development and will be finalized in January 2023.
Project 3: Central Convener for CBO Capacity Building for HRSN Benefits	In order to identify the CBOs that will receive this capacity building support, Health Share contracted with the Corporation for Supportive Housing in the role of a central convener. Additional proposals will be generated through this process and reviewed by Health Share staff and the CAC.
Project 4: CBOs Supporting Children and Families	Health Share met with 12 community groups in Fall 2022 to learn more about barriers children and their families have experienced in accessing social emotional health supports and subsequent opportunities for improvement. Based on information gained from the community groups, the focus is on contracting with CBOs to build capacity to support social emotional health activities as well as developing the workforce who can serve this population, acknowledging that to build a workforce to truly accomplish our goal health equity takes additional time and investment. This plan was approved in January 2023 and contracts have been established with multiple organizations.
Project 5: Oregon Doula Association	The Oregon Doula Association's (ODA) mission is to provide support and resources for doulas, including education and advocates for the benefits of doula care statewide. ODA was selected as a strategic partner based on its relationship within the doula community which is based on collaborative dialogue, professional development, and supportive resources. ODA has partnered with CCOs across the state to support doula workforce development. This contract is in development and will be finalized in January 2023.
Project 6: Oregon Health Care Interpreters Association	The Oregon Health Care Interpreters Association's (OHCIA) mission of advancing the health care interpreter profession to improve health outcomes for our community aligns with Health Shares' efforts to support the interpreter workforce in our region. OHCIA contributed to our 2019 Community Health Improvement Plan (CHP) and is a strategic partner in helping the health care interpreter workforce in the state. In addition, OHCIA has demonstrated experience in healthcare interpreter training, offering ongoing education opportunities and supporting trained interpreters with the state certification process. This contract is in development and will be finalized in January 2023.
Project 7: CAC Food Access Initiative	The 2022 Healthy Columbia Willamette Collaborative Community Health Needs Assessment highlighted a regional shortfall of \$140,638,164 in resources needed address the food insecurity gap. Additional burden is seen in accessing culturally specific nutrition specifically for communities of color, immigrants, refugees, seniors, migratory and seasonal agricultural and farmworkers, and individuals and families at risk of or experiencing homelessness. Health Share will engage with our Community Advisory Council (CAC), Healthy Columbia Willamette Collaborative (HCWC), and tri-county Public Health Departments to develop principles and a process to distribute and identify a list of potential grantees in early 2023.
Project 8: Project Turnkey	Rockwood CDC is a BIPOC-led organization located in the heart of the most culturally diverse and lowest income zip codes in Oregon. Their Housing Program is aimed at providing stable, temporary housing accommodations that bridge the gap between homelessness and affordable permanent housing. Rockwood CDC was selected based on demonstrated success with their first Turnkey program which has been serving clients since July 2021. Funders and engaged partners include the State of Oregon, Oregon Community Foundation, Multnomah County, 211Info, and the Joint Office of Homeless Services. This contract has been executed.
Project 9: Oregon Health Leadership Council; 211Info	The OHLC is a statewide organization made up of stakeholders from across the health care system whose vision is to achieve high-value and sustainable healthcare for all people in Oregon. Their mission is to co-create a healthcare system that is equitable, accessible, high-quality, affordable, and sustainable for all people in Oregon. OHLC has

## 2022 SHARE Initiative Spending Plan Template

	<p>helped support the roll-out of a statewide community information exchange called Connect Oregon. Connect Oregon partners, including 15 CCOs engaged in discussions throughout 2022 with the UCSF SIREN Evaluation team to develop a proposed 18-month evaluation design and budget. Funding for the evaluation is to be coordinated through a braided-funding approach of engaged partners, including CCOs, 211Info, OHLC, and other partners. This funding was distributed in January 2023.</p> <p>211Info has been serving as the Coordination Center for Connect Oregon and was selected for funding to maintain this critical component of the CIE whose current funding was running out. This contract was finalized in early 2023.</p>
<p>Project 10: Multnomah County (Help Me Grow)</p>	<p>Help Me Grow is a regional investment supported by Health Share to assure coordinated access to a triaged menu of services and supports for families of young children with developmental and behavioral concerns. Health Share initially invested in bringing Help Me Grow to the region in 2018 and has continued to financially support both the central backbone agency (Providence Swindell’s Center) along with investing in liaison roles that are strategically located in each of the counties. Help Me Grow was selected for funding based on a history of demonstrated success in providing critical early childhood supports to the American Indian/Alaskan Native population and the desire to expand these supports to AI/AN families across the region. This contract was initiated in early 2023 and has been executed.</p>

**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

**If no, please explain why not.**

**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

### 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.)

The designated role of Health Share’s CAC in SHARE Initiative spending decisions included reviewing information on a set of potential projects and recommending to Health Share’s Financial Investment and Oversight Committee (FIOC) which proposals to include in this SHARE Spending Plan. (FIOC is described in more detail in question 6.) The CAC elected two members to serve on the FIOC to represent the full CAC, and these members have been involved with every stage of the development of the FIOC process, including recommending to the Board that this proposal moves forward. The scope of the SHARE projects was shared with the full CAC for input and feedback. The CAC was involved and engaged on all FIOC projects beyond the SHARE projects to ensure full transparency and engagement.

The FIOC recommended that Health Share’s Board of Directors approve submission of the full set of initiatives included in this Spending Plan. It is also important to note, in addition to representation on the FIOC, there are two CAC members who also serve on the Board. In this role, these CAC members represent the full CAC and participate as decision makers at the Board. Regarding SHARE, this means that the CAC also voted to approve submission of the full set of SHARE initiatives included in this proposal.

## 2022 SHARE Initiative Spending Plan Template

Finally, in addition to reviewing potential projects, the CAC also developed its own project to address an identified community gap - equity in food access. The CAC's project is included in this SHARE proposal.

### **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.**

Health Share is committed to understanding the impact of the CCO's investments in this portfolio and will conduct evaluation and monitoring as appropriate and as resources allow. Health Share also believes, however, that scaling evaluation based on the level of investment and the capacity of community partners is important. The CCO seeks to limit reporting burden, especially for smaller organizations with limited capacity and multiple funders.

- 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**

We do not anticipate that any of these projects will require sharing personally identifiable information or electronic health records.

**Health Share of Oregon**  
**SHARE Initiative Spending Plan**  
 Budget Proposal for Use of 2021 Funds

Date Submitted: June 30, 2023

Updated: July 12, 2023

<b>SHARE Initiative Spending Plan - Budget Summary</b>	
Project 1: Center for Addictions Treatment and Triage; Washington County	\$ 7,600,000
Project 2: Behavioral Health Resource Center; Multnomah County	\$ 3,780,000
Project 3: CBO Capacity Building for HRSN Benefits; Corporation for Supportive Housing (CSH)	\$ 2,000,000
Project 4: Capacity Building for CBOs Supporting Children and Families; OPIP, IRCO, Adelante Mujeres, PSU System of Care, Clackamas County	\$ 2,000,000
Project 5: Culturally- and Linguistically-Specific Community-Based Doulas; Oregon Doula Association	\$ 500,000
Project 6: Training Capacity for Interpreters; Oregon Health Care Interpreters Association	\$ 525,000
Project 7: CAC Food Access Investment; Oregon Public Health Institute	\$ 1,500,000
Project 8: Project Turnkey; Rockwood CDC	\$ 1,000,000
Project 9: Investments to Maximize Use of Community Information Exchange; OHLC, 211Info	\$ 550,000
Project 10: Culturally-Specific Help Me Grow Expansion; Multnomah County	\$ 400,000
<b>TOTAL HEALTH SHARE OF OREGON - SHARE BUDGET</b>	<b>\$ 19,855,000</b>

**INDIVIDUAL PROJECT BUDGET DETAILS**

<b>Project 1: Center for Addictions Treatment and Triage (CATT); Washington County</b>	
Budget Line Item	SHARE Allocation
Purchase	\$ 2,300,000
Design	\$ 300,000
Construction	\$ 4,700,000
Furnishings	\$ 300,000
<b>Total</b>	<b>\$ 7,600,000</b>

<b>Project 2: Behavioral Health Resource Center (BHRC); Multnomah County</b>	
Budget Line Item	SHARE Allocation
Local Non-Profit Service Provider Costs to Run Shelter and Housing Programs	\$ 3,557,478
Direct Client Assistance (e.g. food, laundry, clothing)	\$ 15,750
Software Subscriptions and Services	\$ 30,476
Internal Services (e.g. telecommunications, data processing, postage)	\$ 176,296
<b>Total</b>	<b>\$ 3,780,000</b>

<b>Project 3: CBO Capacity Building for HRSN Benefits; Corporation for Supportive Housing</b>	
Budget Line Item	SHARE Allocation
Central Convener Support and CBO Capacity Building (Corporation for Supportive Housing)	\$ 2,000,000
<b>Total</b>	<b>\$ 2,000,000</b>

<b>Project 4: Capacity Building for CBOs Supporting Children and Families; OPIP, IRCO, Adelante Mujeres, PSU System of Care, Clackamas County</b>	
Budget Line Item	SHARE Allocation
CBO Funding (IRCO)	\$ 562,286
CBO Funding (Adelante Mujeres)	\$ 425,510
Training and Workforce Development (PSU) Note: The full contract amount is for \$864,784; the difference is covered through non-SHARE funding sources)	\$ 824,804
Training and Workforce Development (Clackamas County)	\$ 40,000
Training and Workforce Development (OPIP)	\$ 147,400
<b>Total</b>	<b>\$ 2,000,000</b>

<b>Project 5: Culturally- and Linguistically-Specific Community-Based Doulas; Oregon Doula Association</b>	
Budget Line Item	SHARE Allocation
Capacity Building	\$ 250,000



Doula Awareness Campaign	\$	250,000
<b>Total</b>	<b>\$</b>	<b>500,000</b>

<b>Project 6: Training Capacity for Interpreters; Oregon Health Care Interpreters Association</b>		
Budget Line Item		SHARE Allocation
Training Capacity for 210 interpreters over 3 years	\$	525,000
<b>Total</b>	<b>\$</b>	<b>525,000</b>

<b>Project 7: CAC Food Access Investment; Oregon Public Health Institute</b>		
Budget Line Item		SHARE Allocation
Operational Support for Culturally Specific Food Organizations	\$	1,000,000
Capacity Building	\$	500,000
<b>Total</b>	<b>\$</b>	<b>1,500,000</b>

<b>Project 8: Project Turnkey; Community Development Corporation of Oregon</b>		
Budget Line Item		SHARE Allocation
Housing Unit Renovation	\$	1,000,000
<b>Total</b>	<b>\$</b>	<b>1,000,000</b>

<b>Project 9: Investments to Maximize Use of a Service Integration Platform; Oregon Health Leadership Council, 211Info</b>		
Budget Line Item		SHARE Allocation
Statewide Evaluation of Connect Oregon	\$	41,000
Investment in the Coordination Center at 211Info	\$	509,000
<b>Total</b>	<b>\$</b>	<b>550,000</b>

<b>Project 10: Culturally-Specific Help Me Grow Expansion; Multnomah County</b>		
Budget Line Item		SHARE Allocation
Staffing at the Future Generations Collaborative/Native Wellness Institute	\$	350,000
Communications Materials	\$	50,000
<b>Total</b>	<b>\$</b>	<b>400,000</b>

**CareOregon**  
**Agreement for the Distribution and Use of SHARE Initiative Funds**

This Agreement for the Distribution and Use of SHARE Initiative Funds (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Washington County Department of Health and Human Services (“Contractor”) for the time period of January 1, 2023 to December 31, 2024.

Project: Center for Addictions Triage and Treatment	Agreement Number: SHARE Project #1
Agreement Contact: Nick Ocon	CareOregon Contact: Jill Archer
Email: Nicholas_ocon@co.washington.or.us	E-mail: Archerj@careoregon.org

**I. Recitals**

- A. This Agreement is being entered into as contemplated by the Center for Addictions Triage and Treatment Letter of Intent sent to Contractor from Health Share of Oregon (“Health Share”) and CareOregon.
- B. CareOregon is an Oregon nonprofit public benefit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. These charitable purposes include ensuring access to health care and improving the health of low-income Oregonians.
- C. Health Share is a Coordinated Care Organization that has entered into a Health Plan Services, Coordinated Care Organization Contract (“CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- D. Health Share and CareOregon have entered into an Integrated Community Network Participation Contract (“ICN Contract”). As part of the ICN Contract, CareOregon has contracted to support and assist Health Share in the development and implementation of Health Share’s Social Determinants of Health and Equity Spending Program.
- E. In 2020, the Oregon Health Authority developed the Supporting Health for All through Reinvestment (SHARE) Initiative, which aims to address social determinants of health, thereby improving Oregon Health Plan Member (“Member”) and community health through reinvestments in upstream factors that impact health.
- F. Health Share, via its contractual relationship with CareOregon, wishes to distribute SHARE initiative funds to community-based organizations pursuing projects focused on addressing health inequities and the social determinants of health and equity (SDOH-E) for target populations. To enable speed of delivery of funds into the community, funding will be overseen by Health Share, but distributed by CareOregon at the direction of Health Share Board and management. Funding will be jointly attributed to CareOregon and Health Share, and the use of these funds will be overseen by designated group(s) at Health Share.
- G. Contractor desires to develop a comprehensive substance use disorder treatment center known as the Center for Addictions Triage and Treatment that is responsive, client-centered and effective (“Project”).
- H. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to improve overall Member and community health outcomes and reduce health disparities through payments by CareOregon to be used by Contractor for eligible activities, as set forth in Exhibit A.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:

## **II. Administration and Interpretation of Agreement.**

The Parties agree and understand that the foregoing Recitals, Exhibit A, Exhibit B, and Exhibit C to this Agreement are incorporated herein by reference with the same force and effect as if fully set forth in this Agreement.

For purposes of this Agreement, capitalized words shall have the meaning ascribed herein, unless the context clearly requires otherwise.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions in this Agreement.

## **III. Term and Termination:**

- A. **Term** . This Agreement is effective January 1, 2023 (“Effective Date”) and will terminate December 31, 2024 (“Term”). The parties intend for the Agreement to be effective retroactively.
- B. **Termination.**
  - 1. The Parties may terminate this Agreement without cause by mutual written agreement.
  - 2. CareOregon may immediately terminate this Agreement for cause and demand immediate repayment of any unused Funds if:
    - i. The Project is terminated by Contractor;
    - ii. An employee, agent, contractor, or representative of Contractor performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
    - iii. An employee, agent, contractor, or representative of Contractor has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
    - iv. Contractor demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
    - v. Contractor elects to make a material change to the Project such that the fundamental purposes of this Agreement are abandoned.
  - 3. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Contractor shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Project shall be promptly returned to CareOregon within thirty (30) days.

## **IV. Project Elements.**

- A. **Payment Components.** CareOregon agrees to disburse to Contractor a specified amount of Funds based on a Disbursement Schedule pursuant to Exhibit B of this Agreement and consistent with the terms and conditions of this Agreement.
  - 1. Contractor understands and agrees that it shall use Funds solely for this project and that any costs incurred by Contractor which are not eligible for funding under this Agreement shall be the sole obligation of Contractor.

2. Contractor understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment throughout and beyond the Term of this Agreement. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.
3. Contractor shall repay CareOregon all or a percentage of payment received for (1) overpayment of Funds to Contractor; (2) use of Funds by Contractor for any purpose other than the Scope of Work described in Exhibit A of this Agreement; (3) noncompliance with the terms of this Agreement; or (4) for any other reason as specified in this Agreement. If repayment of any amount is due, Contractor shall repay CareOregon such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.

**B. Scope of Work.** Funds are being granted to Contractor based on the Scope of Work for this Project as described in Exhibit A of this Agreement.

1. Contractor agrees to assume the duties, obligations, rights, and privileges applicable to receiving Funds for this Project, the Description, and Objectives, which are further stipulated in Exhibits A, B, and C to this Agreement.
2. Contractor shall perform the work required to execute this Project and fulfill the Project's Description and Objectives pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.

**C. Reporting Requirements/Auditing/Maintenance of Records.**

1. Contractor agrees to prepare and submit reports as further defined in Exhibit C of this Agreement. Contractor must submit all Reports via email to the CareOregon Contact specified.
2. Notwithstanding any other clause within this Agreement, Contractor shall maintain all receipts for any purchases made with Funds along with any other records that specifically show the use of Funds was in compliance with this Agreement.
3. CareOregon shall have the right to conduct an audit of Funds paid through this Agreement. Contractor shall make all books, accounting records, and other documents available at the reasonable request of CareOregon and for a period of three (3) years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.
4. If for any reason CareOregon finds noncompliance with the terms of this Agreement and requires a repayment of Funds previously paid to the Contractor, the Contractor is required to submit such sum or sums within thirty (30) days after receipt of a billing from CareOregon.

**V. Representations and Warranties.**

- A. Contractor represents and warrants that Contractor, its agents, or its representatives possess the knowledge, skill, experience, valid licensure, and required insurance necessary to execute this Project in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Contractor expressly represents and warrants to CareOregon that Contractor is eligible to participate in and receive Funds pursuant to this Agreement. In so doing, Contractor certifies by entering into this Agreement that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by any CCO's Peer Review Committee; (2) have documented contract and/or compliance issues; or, (3) are presently declared

ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.

- C. Should it be determined that Contractor was ineligible to receive Funds from CareOregon pursuant to this Agreement, Contractor expressly agrees to promptly repay all such Funds disbursed to it under this Agreement and all funding associated with this Agreement shall be discontinued until Contractor has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

## VII. General Provisions:

- A. **Force Majeure.** Neither CareOregon nor Contractor shall be held responsible for delay or default caused by events outside CareOregon or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Notwithstanding the above, impacts to the Work as a result of the COVID-19 pandemic shall not be considered a Force Majeure event unless such impact is a result of a new restrictive governmental requirement that substantially impacts either party's ability to fulfill the responsibilities under this Agreement.
- B. **Amendments and Waivers.** No amendment, modification, assignment, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
  - 1. Contractor agrees to safeguard all confidential information related to this Project.
  - 2. Both Parties agree that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by the CareOregon Contact or Agreement Contact specified herein will suffice as written approval.
- D. **Agreement Contact.** Contractor agrees that the Agreement Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays in pursuit of this Project. Contractor will notify CareOregon if the Agreement Contact changes.
- E. **Insurance.** Contractor and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry.
- F. **Governing Law and Dispute Resolution.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the

State of Oregon without regard to principles of conflicts of law. The Parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the Parties are unable to resolve the dispute through negotiation and mediation, then upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity, or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. (“*JAMS*”). The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the Parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Agreement.

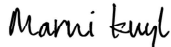
- G. **Indemnity; Defense.** Each Party (“Indemnifying Party”) hereby agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”), its officers, directors, and employees from and against third Party claims, loss, liability, expense (including reasonable attorneys’ fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on the part of Indemnifying Party’s officers, directors, or employees in connection with or arising out of: (a) Work performed under this Agreement; (b) any breach or default in performance of any of Indemnifying Party’s obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either Party, its officers, directors, or employees are made a Party to any action or proceeding by reason of any matter for which the Indemnifying Party has hereby agreed to indemnify the Indemnified Party, then the Indemnifying Party, upon notice from Indemnified Party, shall defend such action or proceeding on behalf of Indemnified Party at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, no defense or settlement shall be made without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. Each Party shall have the right to designate its own counsel if it reasonably believes the Indemnifying Party's counsel is not representing the Indemnified Party's best interest. Contractor’s indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution.
- H. **Compliance and Licensure.** Contractor and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Scope of Work under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties

represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The Parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- I. **Relationship of the Parties.** CareOregon and Contractor are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- J. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- K. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other Party.
- L. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Entire Agreement.** This Agreement and the Exhibits and Attachments hereto contain a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

Agreed to on behalf of **Washington County**  
**Department of Health and Human Services:**

DocuSigned by:  
  
725A634D058E414...  
Signature


Name: Marni Kuyl

Title: Assistant County Administrator

Date: 4/17/2023 | 08:29 PDT

Tax ID: 93-6002316

Agreed to on behalf of **CareOregon, Inc.:**

DocuSigned by:  
  
14ECFFDCC9B24DD...  
Signature

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: 5/3/2023

## **Exhibit A. Scope of Work**

### **I. Obligations of Contractor:**

Contractor agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Contractor and CareOregon.

### **II. Project Description:**

CareOregon will support the development of the Center for Addictions Triage and Treatment (“CATT”) by providing funding toward capital expenses associated with acquiring and renovating the physical spaces in which the program will operate. The populations provided services and supports via CATT will include but are not limited to those individuals living in Washington County who have a substance use disorder, are from marginalized communities and need treatment services, crisis response, housing and/or recovery support.

In accepting the Funds, Contractor agrees to include CareOregon in the development of policy and procedure that impacts the experience of enrolled CareOregon members who may use the Center for Addictions Triage and Treatment in the future. At a minimum, Contractor agrees to include CareOregon in work group and committee meetings that will steer the direction of the capital expenses associated with acquiring and renovating the physical spaces in the following areas:

- a. Clinical service development.
- b. Communication regarding capital investments, and ongoing landmarks in project development to ensure community awareness.
- c. Ongoing community engagement in the Project.
- d. Local system of care coordination and engagement, including mental health treatment providers, crisis system partners, first responders and consumer support organizations.

### **III. Project Objectives:**

Objectives of the Project are to:

- A. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
- B. Be grounded in evidence-based criteria issued by recognized professional organizations.
- C. Reduce health disparities among specified populations.
- D. Align with goals of Community Health Improvement Plan.
- E. Address the social determinants of health and health equity (SDOH-E) domain of social and community health.

Outcomes will be measured and evaluated using the following Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable objectives:



- A. By July 1, 2023, the architectural designs informed by individuals with lived experience will be completed.
- B. By December 2024, CATT will be integrated into the community BH resource network for Washington County (under Measure 110) as evidenced by routine participation in coordination and implementation meetings with community stakeholders.

**IV. Eligible Project Expenses:**

Funds shall be exclusively used to finance Eligible Project Expenses as outlined below. Funding received from this Agreement to support CATT will not be charged any indirect costs.

- A. \$7,600,000.00 for the construction and development of a community services building, which will house programs including, but not limited to, a peer drop-in center and culturally specific outpatient services.

## Exhibit B. Compensation

### I. Payment:

CareOregon will pay Contractor an amount not to exceed **\$7,600,000.00** for the Project subject to the terms and conditions of this Agreement. Additional funding to complete the Project is to be obtained from other sources. CareOregon will disburse Funds to Contractor according to the Disbursement Schedule in Section II of this Exhibit B. Upon completion of the Project, Contractor shall return to CareOregon all disbursed Funds not exclusively used to finance Eligible Project Expenses within thirty (30) days.

### II. Disbursement Schedule:

<b>Disbursement</b>	<b>Conditions Precedent to Disbursement</b>	<b>Disbursement Amount</b>
First Disbursement	Within 30 days of this Agreement signed by both Parties, and Contractor's delivery of a Contribution Installment Certificate to CareOregon	<b>\$2,600,000.00</b>
Second Disbursement	Within 90 days of receipt and approval of Progress Report 1, and Contractor's delivery of a Contribution Installment Certificate to CareOregon	<b>\$2,500,000.00</b>
Third Disbursement	Within 90 days of receipt and approval of Progress Report 2, and Contractor's delivery of a Contribution Installment Certificate to CareOregon	<b>\$2,500,000.00</b>

**III. Form of Contribution Installment Invoice Certificate**

Prior to disbursement, Contractor will deliver to CareOregon a Contribution Installment Invoice Certificate in substantially the same form as follows:

*In connection with the Agreement between CareOregon Inc. (CareOregon) and Washington County Department of Health and Human Services (“Contractor”), the undersigned certifies the following in support of its request for the [FIRST, SECOND, THIRD, ETC.] installment of the contribution by CareOregon in the total amount of \$7,600,000.00:*

- 1. No default or breach by Contractor exists under the Agreement.*
- 2. The project will be conducted as described in the Agreement.*
- 3. All reports required under the Agreement have been delivered to CareOregon as of the date of this Certificate.*
- 4. All conditions for this Installment as set forth in the Agreement have been met.*
- 5. Any funds previously received from CareOregon have been applied to current expense, or are being held for future expenses, as authorized under the Agreement.*

DocuSigned by:  
 Signature: Marni Kuy1

725A631D058E414...  
 Printed Name: Marni Kuy1

Title: Assistant County Administrator

Date: 4/17/2023 | 08:29 PDT

### **Exhibit C. Reporting Requirements.**

- A. Contractor will provide CareOregon with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Equity impact\*
  2. Expansion of access to services for Health Share/OHP members
  3. Capacity building for Contractor's provision of services
  4. Health Share/OHP member experience
  5. Sustainability plan
  6. The outcomes and objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to CareOregon on the following timeline:
1. July 31, 2023: Progress Report 1 for reporting period January 1, 2023 through June 30, 2023.
  2. January 15, 2024: Progress Report 2 for reporting period July 1, 2023 through December 31, 2023.
  3. July 31, 2024: Progress Report 3 for reporting period January 1, 2024 through June 30, 2024.
  4. December 31, 2024: Progress Report 4 for reporting period July 1, 2024 through December 31, 2024.
- C. From time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including but not limited to progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of CareOregon, Contractor shall provide such information and records within thirty (30) days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Contractor with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to CareOregon's requests for information, records, or reports may, in CareOregon's sole discretion, constitute grounds for repayment of Funds previously paid to the Contractor. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Contractor shall, upon written request, make available to any governmental agency, for CareOregon's compliance with legal or regulatory requirements, all books and records of Contractor that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with the Community Health Improvement plan. As you carry out the work under this Agreement, CareOregon is interested in learning how your work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

For Administrative Use Only – Z99999

Supplier Name: CareOregon

Actual Contract Number (CustomText4): 23-0475

Department (Location): HHS - OHP Mental Health

Contract Type: 7 Revenue

Contract Sub Type (Custom2Code): Revenue

Minute Order Date: 4/4/2023

Minute Order Number: 23-69

Master Contract Number (CustomText1): 23-0475

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): HHS - OHP Mental Health

BILL TO (LocBillTo): HHS - OHP Mental Health

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Nicholas Ocon

**Certificate Of Completion**

Envelope Id: 4C8AA6AF58744970ABA90BFC9C54288E

Status: Completed

Subject: Complete with DocuSign: 23-0475: CareOregon

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 1

Initials: 0

Connie Wilson

AutoNav: Enabled

155 N. First Ave, Suite 270

Envelope Stamping: Enabled

MS28

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Hillsboro, OR 97124-3087

Connie\_Wilson@co.washington.or.us

IP Address: 204.147.152.14

**Record Tracking**

Status: Original

Holder: Connie Wilson

Location: DocuSign

4/17/2023 8:25:52 AM

Connie\_Wilson@co.washington.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

Location: DocuSign

**Signer Events**

Marni Kuyl


Marni\_Kuyl@co.washington.or.us

Assistant County Administrator

Washington County, OR

Security Level: Email, Account Authentication  
(None), Access Code**Signature**

DocuSigned by:

 Marni Kuyl  
725A631D058E414...

Signature Adoption: Pre-selected Style

Using IP Address: 204.147.152.5

**Timestamp**

Sent: 4/17/2023 8:27:24 AM

Viewed: 4/17/2023 8:28:40 AM

Signed: 4/17/2023 8:29:38 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/17/2023 8:27:24 AM

Certified Delivered

Security Checked

4/17/2023 8:28:40 AM

Signing Complete

Security Checked

4/17/2023 8:29:38 AM

Completed

Security Checked

4/17/2023 8:29:38 AM

**Payment Events****Status****Timestamps**

**CareOregon**  
**Agreement for the Distribution and Use of SHARE Initiative Funds**

This Agreement for the Distribution and Use of SHARE Initiative Funds (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Multnomah County (“Contractor”) for the time period of January 1, 2023 through June 30, 2024.

Project: Behavioral Health Resource Center (BHRC)    Agreement Number: SHARE Project #2  
Agreement Contact: Thomas Bialozor                      CareOregon Contact: Bonnie Holdahl  
Email: [thomas.bialozor@multco.us](mailto:thomas.bialozor@multco.us)                      E-mail: [holdahlb@careoregon.org](mailto:holdahlb@careoregon.org)

**I. Recitals**

- A. This Agreement is being entered into as contemplated by the Behavioral Health Resource Center Letter of Intent sent to Contractor from Health Share of Oregon (“Health Share”) and CareOregon.
- B. CareOregon is an Oregon nonprofit public benefit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. These charitable purposes include ensuring access to health care and improving the health of low-income Oregonians.
- C. Health Share is a Coordinated Care Organization that has entered into a Health Plan Services, Coordinated Care Organization Contract (“CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- D. Health Share and CareOregon have entered into an Integrated Community Network Participation Contract (“ICN Contract”). As part of the ICN Contract, CareOregon has contracted to support and assist Health Share in the development and implementation of Health Share’s Social Determinants of Health and Equity Spending Program.
- E. In 2020, the Oregon Health Authority developed the Supporting Health for All through Reinvestment (SHARE) Initiative, which aims to address social determinants of health, thereby improving Oregon Health Plan Member (“Member”) and community health through reinvestments in upstream factors that impact health.
- F. Health Share, via its contractual relationship with CareOregon, wishes to distribute SHARE initiative funds to community-based organizations pursuing projects focused on addressing health inequities and the social determinants of health and equity (SDOH-E). for target populations. To enable speed of delivery of funds into the community, funding will be overseen by Health Share, but distributed by CareOregon at the direction of Health Share Board and management. Funding will be jointly attributed to CareOregon and Health Share, and the use of these funds will be overseen by the Governance and Operational Committee at Health Share.
- G. Contractor is a nonprofit agency with a mission to enhance and maintain high-quality, accessible, consumer/peer-driven, culturally responsive and trauma-informed systems of care to promote recovery for individuals living with mental health and substance use.
- H. Contractor plans to build a low-barrier shelter and develop a bridge to housing program that will support members as they transition from houselessness into a continuum of trauma-informed housing supports that is specifically developed to work at the intersection of houselessness and severe and persistent mental illness. (“Project”).
- I. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to increase access to supportive temporary housing for target populations through the provision of Funds by CareOregon to be invested in endeavors executed by Contractor (“Funds”).



- J. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to improve overall Member and community health outcomes and reduce health disparities through payments by CareOregon to be used by Contractor for eligible activities, as set forth in Exhibit A.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:

## **II. Administration and Interpretation of Agreement.**

The Parties agree and understand that the foregoing Recitals, Exhibit A, Exhibit B, and Exhibit C to this Agreement are incorporated herein by reference with the same force and effect as if fully set forth in this Agreement.

For purposes of this Agreement, capitalized words shall have the meaning ascribed herein, unless the context clearly requires otherwise.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions in this Agreement.

## **III. Term and Termination:**

- A. **Term** . This Agreement is effective January 1, 2023 (“Effective Date”) and will terminate June 30, 2024 (“Term”). The parties intend for this Agreement to be made effective retroactively.
- B. **Termination.**
1. The Parties may terminate this Agreement without cause by mutual written agreement.
  2. CareOregon may immediately terminate this Agreement for cause and demand immediate repayment of any unused Funds if:
    - i. The Project is terminated by Contractor;
    - ii. An employee, agent, contractor, or representative of Contractor performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
    - iii. An employee, agent, contractor, or representative of Contractor has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
    - iv. Contractor demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
    - v. Contractor elects to make a material change to the Project such that the fundamental purposes of this Agreement are abandoned.
  3. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Contractor shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Project shall be promptly returned to CareOregon within thirty (30) days.

## **IV. Project Elements.**

- A. **Payment Components.** CareOregon agrees to disburse to Contractor a specified amount of Funds based on a Disbursement Schedule pursuant to Exhibit B of this Agreement and consistent with the terms and conditions of this Agreement.
1. Contractor understands and agrees that it shall use Funds solely for this project and that any costs incurred by Contractor which are not eligible for funding under this Agreement shall be the sole obligation of Contractor.
  2. Contractor understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment throughout and beyond the Term of this Agreement. In

addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.

3. Contractor shall repay CareOregon all or a percentage of payment received for (1) overpayment of Funds to Contractor; (2) use of Funds by Contractor for any purpose other than the Scope of Work described in Exhibit A of this Agreement; (3) noncompliance with the terms of this Agreement; or (4) for any other reason as specified in this Agreement. If repayment of any amount is due, Contractor shall repay CareOregon such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.
- B. Scope of Work.** Funds are being granted to Contractor based on the Scope of Work for this Project as described in Exhibit A of this Agreement.
1. Contractor agrees to assume the duties, obligations, rights, and privileges applicable to receiving Funds for this Project, the Description, and Objectives, which are further stipulated in Exhibits A, B, and C to this Agreement.
  2. Contractor shall perform the work required to execute this Project and fulfill the Project's Description and Objectives pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.
- C. Reporting Requirements/Auditing/Maintenance of Records.**
1. Contractor agrees to prepare and submit reports as further defined in Exhibit C of this Agreement. Contractor must submit all Reports via email to the CareOregon Contact specified.
  2. Notwithstanding any other clause within this Agreement, Contractor shall maintain all receipts for any purchases made with Funds along with any other records that specifically show the use of Funds was in compliance with this Agreement.
  3. CareOregon shall have the right to conduct an audit of Funds paid through this Agreement. Contractor shall make all books, accounting records, and other documents available at the reasonable request of CareOregon and for a period of three (3) years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.
  4. If for any reason CareOregon finds noncompliance with the terms of this Agreement and requires a repayment of Funds previously paid to the Contractor, the Contractor is required to submit such sum or sums within thirty (30) days after receipt of a billing from CareOregon.

**V. Representations and Warranties.**

- A. Contractor represents and warrants that Contractor, its agents, or its representatives possess the knowledge, skill, experience, valid licensure, and required insurance necessary to execute this Project in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Contractor expressly represents and warrants to CareOregon that Contractor is eligible to participate in and receive Funds pursuant to this Agreement. In so doing, Contractor certifies by entering into this Agreement that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by any CCO's Peer Review Committee; (2) have documented contract and/or compliance issues; or, (3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Contractor was ineligible to receive Funds from CareOregon pursuant to this Agreement, Contractor expressly agrees to promptly repay all such Funds disbursed to it under this Agreement and all funding associated with this Agreement shall be discontinued until Contractor has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

## VI. General Provisions:

- A. **Force Majeure.** Neither CareOregon nor Contractor shall be held responsible for delay or default caused by events outside CareOregon or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Notwithstanding the above, impacts to the Work as a result of the COVID-19 pandemic shall not be considered a Force Majeure event unless such impact is a result of a new restrictive governmental requirement that substantially impacts either party's ability to fulfill the responsibilities under this Agreement.
- B. **Amendments and Waivers.** No amendment, modification, assignment, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.** Contractor agrees to safeguard all confidential information related to this Project. Both Parties agree that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by the CareOregon Contact or Agreement Contact specified herein will suffice as written approval.
- D. **Agreement Contact.** Contractor agrees that the Agreement Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays in pursuit of this Project. Contractor will notify CareOregon if the Agreement Contact changes.
- E. **Insurance.** Contractor and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry.
- F. **Governing Law and Dispute Resolution.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. The Parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the Parties are unable to resolve the dispute through negotiation and mediation, then upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity, or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("*JAMS*"). The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the Parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the

arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Agreement.

- G. **Indemnity; Defense.** Each Party (“Indemnifying Party”) hereby agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”), its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorneys’ fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on the part of Indemnifying Party’s officers, directors, or employees in connection with or arising out of: (a) Work performed under this Contract; (b) any breach or default in performance of any of Indemnifying Party’s obligations in this Contract including, without limitation, any breach of any warranty or representation. In the event that either Party, its officers, directors, or employees are made a party to any action or proceeding by reason of any matter for which the Indemnifying Party has hereby agreed to indemnify the Indemnified Party, then the Indemnifying Party, upon notice from Indemnified Party, shall defend such action or proceeding on behalf of Indemnified Party at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, no defense or settlement shall be made without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. Each Party shall have the right to designate its own counsel if it reasonably believes the Indemnifying Party's counsel is not representing the Indemnified Party's best interest. Contractor’s indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution.
- H. **Compliance and Licensure.** Contractor and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Scope of Work under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The Parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- I. **Relationship of the Parties.** CareOregon and Contractor are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- J. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- K. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other Party.

L. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Entire Agreement.** This Agreement and the Exhibits and Attachments hereto contain a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

Agreed to on behalf of **Multnomah County:**

Valdez Bravo / wj

Signature

Name: Valdez Bravo

Title: Health Department Director

Date: March 31, 2023

Tax ID: 93-6002309

Agreed to on behalf of **CareOregon, Inc.:**

DocuSigned by:  
Teresa Learn

Signature

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: 4/11/2023

## **Exhibit A. Scope of Work**

### **I. Obligations of Contractor.**

Contractor agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Contractor and CareOregon.

### **II. Project Description.**

This program will address Multnomah County's need for increasing peer-led points of entry for community members to meet their basic needs, including access to housing resources. The BHRC includes a low-barrier shelter and a bridge to housing program that will support members as they transition from houselessness into a continuum of trauma-informed housing supports that is specifically developed to work at the intersection of houselessness and severe and persistent mental illness.

SHARE funding will be used to support capital costs for the Behavioral Health Resource Center (BHRC) in Multnomah County. The BHRC will provide critical support and services to over 200 homeless individuals daily. Services will include peer delivered social supports, trauma- and equity-informed housing, and connections to housing providers. The BHRC includes three distinct, yet interconnected programs focused on meeting basic needs and providing housing and peer support services. These three programs are the peer-run day center, a mental health shelter, and a bridge to housing program.

### **III. Project Objectives.**

Objectives of the Project are to:

- A. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
- B. Be grounded in evidence-based criteria issued by recognized professional organizations.
- C. Reduce health disparities among specified populations.
- D. Align with goals of Community Health Improvement Plan.
- E. Address the social determinants of health and health equity (SDOH-E) domains of Neighborhood and built environment, Economic stability, and Social and community health.
- F. Address the need to:
  - Provide connection to basic needs support, such as laundry and showers as well as linkages to employment services in the day center.
  - Provide access peer-delivered services, including building personal relationships, share problem-solving skills, getting support to plan and navigate the Behavioral Health System.
  - Provide access to a specially designed low barrier shelter space geared toward people experiencing a severe and persistent mental illness, as well as connection to other services and daily living needs.

Outcomes will be measured and evaluated using the following Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable goals:

SHARE Initiative BHRC, MS/BC/LN, eff. 1/1/23 to 6/30/24

- 150 individuals served daily
- 70% of participants report feeling safer
- 90% have access to onsite supports
- 50% of participants will use onsite connection to community supports

**Shelter Program**

- 33 individuals served daily
- 50% of participants will engage in service planning to address behavioral health needs
- 70% of shelter guests will report feeling safer in this space

**Bridge Housing Program**

- 19 individuals served daily
- 100% of participants have individualized housing plans and behavioral health support engagement

**IV. Eligible Project Expenses.**

Funds shall be exclusively used to finance the Eligible Project Expenses as outlined in the budget below.

<b>Line Item</b>	<b>Amount</b>
Vendor Costs to Run Shelter & Housing Programs	\$3,557,478.00
Direct Client Assistance (e.g. food, laundry, clothing)	\$15,750.00
Software Subscriptions and Services	\$30,476.00
Internal Services (e.g. telecommunications, data processing, postage)	\$176,296.00
<b>Total BHRC Shelter &amp; Housing</b>	<b>\$3,780,000.00</b>

## Exhibit B. Compensation

### I. Payment:

CareOregon will pay Contractor an amount not to exceed **\$3,780,000.00** for the Project subject to the terms and conditions of this Agreement. Additional funding to complete the Project is to be obtained from other sources. CareOregon will disburse Funds to Contractor according to the Disbursement Schedule in Section II of this Exhibit B. Upon completion of the Project, Contractor shall return to CareOregon all disbursed Funds not exclusively used to finance Eligible Project Expenses within thirty (30) days.

### II. Disbursement Schedule:

<b>Disbursement</b>	<b>Conditions Precedent to Disbursement</b>	<b>Disbursement Amount</b>
First Disbursement	Within 30 days of this Agreement signed by both Parties, and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	<b>\$1,260,000.00</b>
Second Disbursement	Within 90 days of receipt and approval of Progress Report 1 and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	<b>\$1,260,000.00</b>
Third Disbursement	Within 90 days of receipt and approval of Progress Report 2 and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	<b>\$1,260,000.00</b>



**III. Form of Contribution Installment Invoice Certificate**

Prior to disbursement, Contractor will deliver to CareOregon a Contribution Installment Invoice Certificate in substantially the same form as follows:

*In connection with the Agreement between CareOregon Inc. (CareOregon) and Multnomah County ("Contractor"), the undersigned certifies the following in support of its request for the [FIRST, SECOND, THIRD, ETC.] installment of the contribution by CareOregon in the amount of \$1,260,000.00:*

- 1. No default or breach by Contractor exists under the Agreement.*
- 2. The project will be conducted as described in the Agreement.*
- 3. All reports required under the Agreement have been delivered to CareOregon as of the date of this Certificate.*
- 4. All conditions for this Installment as set forth in the Agreement have been met.*
- 5. Any funds previously received from CareOregon have been applied to current expense, or are being held for future expenses, as authorized under the Agreement.*

*Signature:* \_\_\_\_\_

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

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

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

### **Exhibit C. Reporting Requirements.**

- A. Contractor will provide CareOregon with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Equity impact\*
  2. Expansion of access to services for Health Share/OHP members
  3. Capacity building for Contractor's provision of services
  4. Health Share/OHP member experience
  5. Sustainability plan
  6. The outcomes and objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives, including number of participants served and specific services provided.
- B. Progress report(s) shall be delivered to the CareOregon Contact on the following timeline:
1. July 31, 2023: Progress Report 1 for reporting period January 1, 2023 through June 30, 2023
  2. January 15, 2024, 2023: Progress Report 2 for reporting period July 1, 2023 through December 31, 2023.
- C. From time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including but not limited to progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of CareOregon, Contractor shall provide such information and records within thirty (30) days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Contractor with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to CareOregon's requests for information, records, or reports may, in CareOregon's sole discretion, constitute grounds for repayment of Funds previously paid to the Contractor. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Contractor shall, upon written request, make available to any governmental agency, for CareOregon's compliance with legal or regulatory requirements, all books and records of Contractor that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

#### **\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with the Community Health Improvement plan. As you carry out the work under this Agreement, CareOregon is interested in learning how your work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and

refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

**HEALTH SHARE OF OREGON  
STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Corporation for Supportive Housing (CSH) (“Counterparty”) is entered into and effective as of April 1, 2023 (the “Effective Date”).

**RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

**AGREEMENT**

**1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$2,000,000.00 (Two Million Dollars and Zero Cents), to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit monthly or quarterly invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

**2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

**2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

**3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.

**3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

**3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **March 31, 2025** (the "Term Date").

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Alyssa Craigie  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

**Corporation for Supportive Housing**

Corporation for Supportive Housing  
Attn: Heather Lyons  
61 Broadway, Suite 2300  
New York, New York 10006

**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Corporation for Supportive Housing**

By: DocuSigned by:  
*Mindy Stadlander*  
CD07E4FA3661448...

By: DocuSigned by:  
*Deborah DeSantis*  
F865496BAFE3498...

Print Name: Mindy Stadlander

Print Name: Deborah DeSantis

Title: Interim CEO

Title: President/CEO

Date: 4/13/2023

Date: 4/10/2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, including costs and non-cancelable commitments incurred prior to termination, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.**

Proprietary Rights of Counterparty. Health Share of Oregon and Counterparty acknowledge and agree that the training materials created exclusively by Counterparty, including without limitation, templates, methodologies, designs, diagrams, writings, procedures, databases, models, techniques, findings, conclusions, recommendations, slides, audio and video recordings, quality and best practices materials, and training or presentation materials (collectively, "Counterparty's IP"), provided by Counterparty to Health Share in delivery of the services hereunder are Counterparty's proprietary information and intellectual property.

Health Share License of Counterparty's IP. Counterparty grants to Health Share a non-exclusive, perpetual, royalty-free, fully paid-up license to use Counterparty's IP for the purpose of delivering health-related social needs services provided that Health Share shall credit Counterparty as the source of Counterparty's IP. Health Share shall in no way modify, alter, change or otherwise misconstrue or mischaracterize Counterparty's IP delivered under this agreement. Health Share shall own the final recommendations/report delivered by Counterparty.



The parties hereto expressly agree that this provision shall survive the termination of this agreement.

6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:
  - a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
  - b. For clinical records, seven (7) years following the date of service.
  - c. The retention period specified in this Agreement for certain kinds of records.
  - d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
  - e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision

of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

10. **Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
11. **Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
12. **Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
14. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
15. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent,

modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.

- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.
- 17. Representations and Warranties.**
- a. Counterparty represents and warrants to Health Share that:
    - i. Counterparty has the power and authority to enter into and perform this Agreement.
    - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
    - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
    - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
    - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
  - b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 18. Independent Status of Counterparty.**
- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
  - c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
  - d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share.

Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

19. **Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
20. **Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.
21. **Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
  - a. In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i. Counterparty will remain responsible for all obligations under this Agreement.
    - ii. Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii. Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b. Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
22. **Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
  - a. Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b. If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:

Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.

- c. If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
- d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
- e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.

- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

The primary purpose of the Central Convener work is to support the initial development of a network of community-based organizations (CBOs) who will in turn support access to Health-Related Social Need (HRSN) benefits for eligible Health Share members.

This project addresses the SDOH-E domains of: Social and Community Health through capacity building investments in CBOs serving individuals that are not well connected to the health care system due to issues such as past trauma with health systems, mixed family immigration statuses, or lack of a culturally and linguistically appropriate workforce; and Equity through the of a Request for Proposal (RFP) process to identify both this role ( Central Convener) as well as to identify interested culturally specific and inclusive CBO partners that are committed to the CCO's goal of addressing health equity.

Outcomes of this work align with three of Health Share's CHP priorities. The work aligns with the priority of Access to Care as this project will increase connections to the health care system for individuals whose primary access point to services is a community-based organization, It aligns with the CHP priorities of Food Access and Supportive Housing as it will increase connections to food and housing resources funded through either health-related services or the new Health-Related Social Need benefits for individuals whose primary access point to services is a community-based organization.

Key activities to achieve this capacity building include partnering with representatives from the Health Share Collaborative to develop and execute an RFP process to identify 10-20 CBOs to be part of Health Share's Social Health Network. Criteria for selection of CBOs will be co-developed with the Health Share Collaborative partners.

This work will also include:

- Development, execution, and oversight of contracts with the identified CBOs for capacity building.
- Hosting a quarterly Community of Practice to support network development and bidirectional learning between CBOs and health system partners.
- Identifying and providing individualized and group ongoing training and technical assistance around:
  - billing for health-related social need benefits (e.g., rules, regulations, infrastructure needed, etc.),
  - technology and data needs (e.g., data collection, analytics, reporting, IT equipment/software needs, etc.),
  - support for staffing capacity identification (e.g., additional capacity needed, type/level of staffing, training, and/or certification needed, etc.) and

- development or advancement of business acumen as needed to contract for this work (e.g., contracting, maintenance of financial records, etc.).
- Development of a shared language about the Social Health Network across CBO and health system partners.

**III. Project Objectives:**

Objectives of the Project are to:

- A. Support identification of and capacity building for CBOs to provide HRSN benefits.
- B. Develop a shared language about the Social Health Network across CBO and health system partners.

**Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Select 10-20 CBOs for participation and execute contracts by 6/30/23.
- B. Host quarterly learning collaboratives to support network development for CBO and health system partners starting in Q3 2023 through Q1 2025.
- C. Conduct one-on-one sessions, with a minimum of one site visit with each CBO/grantee annually to discuss capacity building progress and needs.
- D. Provide Health Share with quarterly written programmatic updates sharing assessment of individual CBO capacity needs, overall assessment of capacity building progress, lessons learned and areas of focus for the next quarter.
- E. Provide Health Share with a final programmatic and financial report that includes recommendations for ongoing training and technical assistance that may be necessary to sustain network stability.

**IV. Project Deliverables and Timeline:**

Deliverable	Due Date
Co-create an application template and selection process with partners from the Health Share collaborative for CBOs to request funding for capacity building	4/14/23
Convener issues Request for Proposals from CBOs	4/20/23
Host pre-application Question and Answer session	TBD, late April 2023
Proposals due back to Convener	5/18/23
Final applicant interviews, if needed	5/30/23-6/2/23
Award announcement (CBO proposals)	6/6/23
Execute contracts with CBO partners	6/30/23

Host quarterly learning collaboratives with CBO and health system partners	Q3 2023-Q1 2025
Conduct one-on-one sessions, with a minimum of one site visit with each CBO/grantee annually	Annually
Develop workplan for provision of ongoing individualized and group capacity building training and TA	8/1/23
Monthly, and as needed, meetings with Health Share Collaborative Partners	Monthly

Project deliverables and timeline/due dates may need to be changed due to unexpected external factors. Requests for changes to due dates and/or timelines shall be made in writing and final approval will be determined by Health Share.

## V. Health Equity, Health Disparities, and Community Engagement:

### Health Equity

- A. **Organizational Commitment to Equity:** Corporation for Supportive Housing (CSH) has long been a champion for people with differing abilities, those caught in cycles of crisis care, and households experiencing abject poverty. As people of color are over-represented in CSH’s focus population, we have set the expectation that “when CSH is at the table, racial equity is at the table.” In 2021, CSH released our Racial Equity Framework. This includes our vision statement and concrete goals and strategies across seven internal and external areas of CSH’s work, designed to move CSH towards becoming a courageous, innovative, anti-racist leader. Building off our 2019-2022 Strategic Plan, CSH’s 2023-2025 Strategic Plan includes a “focus on equity” as one of three key drivers of our work.
- B. **Health Equity Impact:** This work will focus on identification of interested culturally specific and inclusive CBO partners that are committed to Health Share’s goal of addressing Health Equity. CSH’s Racial Equity Framework calls on staff to identify, build, and lift up culturally specific organizations through our TA to make pathways for BIPOC-led CBOs and people with lived experience (PWLE). Staff complete a Racial Equity Impact Analysis for each of our projects to ensure both a racially equitable approach and the inclusion of sustainability recommendations for funders. We will continue to build existing relationships with culturally specific organizations and will engage individual providers to ensure this effort is responsive to their organizational and cultural needs.

### Health Disparities

- A. **Health Disparities Impact:** Capacity building aimed at supporting CBOs to be ready to deliver the new HRSN benefits has a direct link to reducing health disparities for Health Share members. Health-related social needs are commonly defined as an individual’s social and economic barriers to health, such as housing instability or food insecurity. For the purposes of this body of work, the items include housing services and supports, nutrition services, and access to climate supports.
- B. **Metrics:** Demonstration of health disparities outcomes from this work will be shown through identification of 10-20 interested culturally specific and inclusive CBO partners who are committed to participating in capacity building efforts such as individual/group TA and a quarterly Community of Practice, culminating in ability to deliver the new HRSN benefits, such as housing services and supports, nutrition services, and access to climate supports.

**Community Engagement:** The process for selecting a CSH to serve in this role was born out of input from Health Share partners and community members who are invested in building capacity among CBOs who



may in turn be able to deliver new HRSN benefits to Health Share members.

**VI. Project Reporting Schedule:**

Reporting Period	Report Due
April 2023- June 2023	July 15, 2023
July 2023- September 2023	October 15, 2023
October 2023- December 2023	January 15, 2024
January 2024- March 2024	April 15, 2024
April 2024- June 2024	July 15, 2024
July 2024- September 2024	October 15, 2024
October 2024- December 2024	January 15, 2025
January 2025- March 2025	April 15, 2025

**VII. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Direct Labor: Salary and Benefits
- B. Consultants and Contracted Services
- C. Materials, Supplies and Equipment
- D. Stipends for participation in project
- E. Contract administration for CBO capacity building contracted agreements
- F. Travel expenses
- G. Indirect/Administrative expenses
- H. CBO capacity building funds

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$2,000,000 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Disbursement Schedule in Section II of this Exhibit B.

### II. Disbursement Schedule:

Disbursement	Conditions for Disbursement	Disbursement Amount
First Disbursement	Executed Agreement signed by both Parties;  Current W-9  Invoice (per Invoicing Section III of this exhibit B)	Initial payment of \$351,500 as reflected on Invoice.
Subsequent Disbursements	Invoice (per Invoicing Section III of this exhibit B)	Quarterly installments of \$235,500 as reflected on Invoice.

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share on a quarterly basis for the amounts listed above. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the quarter for which Counterparty is seeking payment. If Counterparty's costs exceed the funds advances, Counterparty may invoice Health Share for the difference sooner than the quarterly invoicing schedule, with no more than one invoice per month. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org) and copied to [craigiea@healthshareoregon.org](mailto:craigiea@healthshareoregon.org).
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total initial payment amount for first invoice and subsequent quarterly amounts for remaining quarterly invoices, per Section II: Disbursement Schedule of this Exhibit B.
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

Corporation for Supportive Housing

Project Name: CBO Capacity Building for HRSN Benefits - Central Convener

Funded Amount: \$2,000,000

Funding Period: 4/01/2023 - 3/31/2025

Health Share Project Code: 330322

Direct Labor: Salary + Benefits		Description/Role (include FTE)	Amount
Debbie Thiele, Managing Director		subject matter expert	17,500.00
Heather Lyons, Director		project manager, RFP, community engagement,	35,400.00
Marcella Maguire, Director		Subject matter expert, Training/TA	18,450.00
Theresa Tanoury, Senior Program Manager (SPM)		Subject matter expert, engagement, TA	48,000.00
Lori Gutierrez (SPM)		RFP, subcontracting with CBO's, engagement	10,000.00
Stephanie Cabrera (SPM)		Asst. project manager, training/TA, Comm. of Practice	41,000.00
Eva Lerner (SPM)		RFP, Training/TA, Communities of Practice	56,000.00
Ambrosia Crump (SPM)		RFP, Training/TA, Communities of Practice	54,000.00
Amber Buening (SPM)		Training Center Support, Communities of Practice	6,400.00
Isabel Parker, Program Coordinator		Subcontracting, zoom manager, meeting support, etc.	14,850.00
		Subtotal	301,600.00
Consultants + Contracted Services		Description/Purpose	Amount
TBD		translation services	20,000.00
TBD		others as needed or will go into translation services	10,000.00
		Subtotal	30,000.00
Materials, Supplies + Equipment		Description/Purpose	Amount
Meeting Support		for in person meetings as well as expand our zoom capacity, if needed, for virtual meetings	5,000.00
		Subtotal	5,000.00
Other Budgeted Items		Description/Purpose	Amount
Stipends		These are for people with lived experience	30,000.00
Travel		This is an estimated amount based on travel for CSH staff outside of the Portland Metro area	17,000.00
CBO Capacity Building Funds		With guidance from Health Share, subcontracting resources for CBO's engaged in convening process	1,525,000.00
		Subtotal	1,572,000.00
Indirect + Administrative Expenses		Description/Purpose	Amount
Contract Administration		Costs related to administering sub-contracts.	75,000.00
Indirect + Administrative Expenses		20% applied to all lines except personnel and set 5% for contract administration	16,400.00
		Subtotal	91,400.00
<b>TOTAL GRANT AMOUNT</b>			<b>\$ 2,000,000.00</b>

### **Exhibit C: Reporting Requirements**

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to Health Share on the following timeline:
1. July 15, 2023: Progress Report 1
  2. October 15, 2023: Progress Report 2
  3. January 15, 2024: Progress Report 3
  4. April 15, 2024: Progress Report 4
  5. July 15, 2024: Progress Report 5
  6. October 15, 2024: Progress Report 6
  7. January 15, 2025: Progress Report 7
  8. April 15, 2025: Progress Report 8 (Final Report)
- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work Health Share is

interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- **Countering systems and policies that perpetuate racism**
- **Increasing organizational capacity to address racial equity**
- **Training and education about racial equity to support programmatic development**
- **Community engagement and partnership**

**OREGON HEALTH & SCIENCE UNIVERSITY  
SHORT FORM SALE OF SERVICE**

This is a Contract between Oregon Health & Science University, an Oregon statutory public corporation, (OHSU), and HealthShare of Oregon (ENTITY).

<b>SCOPE OF WORK</b>	<p>Scope of Work to be provided to HealthShare of Oregon is attached in Appendix B.</p> <p><b>NO CHANGES TO ATTACHMENT A OR THE ADDITION OF OTHER LEGAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED. IF TERMS OTHER THAN THOSE RELATED TO THE SCOPE OF WORK AND COMPENSATION ARE INCLUDED, THIS CONTRACT WILL BE NULL AND VOID.</b></p> <p><b>All services provided by OHSU excludes patient care and/or clinical services. Services also exclude research services such as, but not limited to, IRB implications, human subject testing, transfer of technology or intellectual property, etc.</b></p> <p><b>SERVICES TO BE PROVIDED AT: (IDENTIFY LOCATION) OHSU</b></p>	
<b>TERM OF CONTRACT</b>	<p>This Contract will be effective upon the date of the last signature and will continue until January 31<sup>st</sup> 2024. (Work cannot begin prior to the signature of the ENTITY's signature on this Contract.)</p> <p>This Contract may be terminated at any time by mutual consent of both Parties or by either Party, at its discretion, upon thirty (30) days written notice.</p>	
<b>COMPENSATION &amp; CONSIDERATION</b>	<p>OHSU will be reimbursed as follows:</p> <p>The rate of pay shall be \$ <u>147,399.56</u> (which is: <input type="checkbox"/> hourly <input type="checkbox"/> flat fee <input checked="" type="checkbox"/> other <u>deliverable based contract as follows: set up amount \$10,000; Activity 1 deliverables \$35,884.98; Activity 2 deliverables \$23,605.86 and Activity 3 deliverables \$77,908.72</u>).</p> <p>Payment includes (if applicable): <input type="checkbox"/> Travel Related Expenses  <input type="checkbox"/> Other Expenses _____ <input type="checkbox"/> Other _____</p> <p>Upon receipt of invoice from OHSU, ENTITY will reimburse OHSU within thirty (30) days.  Interest on any overdue payment or amount shall accrue as of the 31st day at no more than 15% <input type="checkbox"/>  Check if applicable</p>	
<p><b>All Notices should be sent to the following individuals for each party.</b></p>		
<b>ENTITY CONTACT INFORMATION</b>	<b>ENTITY DEPARTMENT</b>	<b>ENTITY CONTRACTING &amp; NOTICES ADDRESS</b>
<b>Name:</b> <b>Title:</b> <b>Mailing address:</b>  <b>Phone:</b> <b>Fax:</b> <b>Email:</b>	Peg King Portfolio Manager, Child and Family Partnerships Broadway Plaza Building 2121 SW Broadway, Suite 200 Portland, OR 97201. kingp@healthshareoregon.org	Mindy Stadlander Interim CEO Broadway Plaza Building 2121 SW Broadway, Suite 200 Portland, OR 97201. stadlanderm@healthshareoregon.org
<b>Invoice Mailing Address</b>	vendorinvoice@healthshareoregon.org Broadway Plaza Building 2121 SW Broadway, Suite 200 Portland, OR 97201.	
<b>OHSU CONTACT INFORMATION</b>	<b>OHSU DEPARTMENT</b>	<b>OHSU CONTRACTING &amp; NOTICES ADDRESS</b>
<b>Name:</b> <b>Title:</b> <b>Mailing address:</b> <b>(Include mail code)</b>	Oregon Pediatric Improvement Partnership (OPIP) 707 SW Gaines St. Mailcode CDRC-P Portland, OR 97239 P: 503-494-7468 F: 502-494-1542	Debbie Goss Contract Coordinator Contracting Services Group, MC 104 Oregon Health & Science University 3930 SW Macadam Ave

<b>Phone:</b> <b>Fax:</b> <b>Email:</b>	reulandc@ohsu.edu	Portland, OR 97239 503-494-4768 Message Only <a href="mailto:goss@ohsu.edu">goss@ohsu.edu</a> <a href="mailto:contractsdept@ohsu.edu">contractsdept@ohsu.edu</a>	
<b>PAYMENT REMITTANCE</b> Payments will be made payable to "OHSU" and mailed to this address.	Oregon Health and Sciences University Central AR P.O Box 4372 Portland OR 97208-4372 P: 503-494-1845	<b>OHSU TAX IDENTIFICATION NUMBER</b>	931176109

**CONTRACT TERMS OF SERVICE:** THIS CONTRACT AND ALL ITS EXHIBITS, SCHEDULES, AND DOCUMENTS RELATED TO THE SCOPE OF WORK AND COMPENSATION ATTACHED, ARE SUBJECT TO OHSU'S **SALE OF SERVICE TERMS OF SERVICE**, WHICH BY THIS REFERENCE ARE INCORPORATED AS ATTACHMENT A TO THIS CONTRACT.

**CONFLICTING PROVISIONS:** This Contract, the Sale of Service Terms of Service, and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision herein. **OHSU shall not accept ENTITY Purchase Orders as a legally binding contract. No other Terms and/or Conditions will be accepted.**

**OHSU DEPARTMENT APPROVAL:** By signature below, the OHSU Department approves and agrees to provide the services as outlined in the Scope of Work under this Contract.

**John O'Laughlen**


Digitally signed by John O'Laughlen  
Date: 2023.02.15 16:44:07 -08'00'



**INSERT OHSU AUTHORITY NAME AND TITLE AND ARRANGE FOR THEIR SIGNATURE**

**By the signature below, ENTITY agrees to the Terms of Service outline in this Contract.**

ENTITY HERE

DocuSigned by:  
  
 Name Mindy Stadlander  
 Title Interim CEO  
 DATE 2/23/2023

Name \_\_\_\_\_ DATE \_\_\_\_\_  
 Title \_\_\_\_\_

**OREGON HEALTH & SCIENCE UNIVERSITY**

**APPROVED AS TO FORM**

[END]

**ATTACHMENT A**  
**OREGON HEALTH & SCIENCE UNIVERSITY**  
**SALE OF SERVICE**  
**TERMS OF SERVICE**

The services offered by OHSU are contingent on ENTITY's agreement with all of the terms of service outlined below. ENTITY and OHSU shall be referenced herein as a "Party," individually, and the "Parties," collectively. In the event the Terms conflict with a signed agreement, for the same services that ENTITY has with OHSU, the terms of the signed agreement prevail.

**1. REPRESENTATIONS AND WARRANTIES:** OHSU's services provided to ENTITY ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, INCLUDING ACCURACY OR THAT SERVICES WILL BE PROVIDED ERROR-FREE.

In no respect shall OHSU incur any liability for any damages, including, but not limited to, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the use of the OHSU's services, whether or not based upon warranty, contract, tort, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of, the report, or any services that may be provided by OHSU pursuant to this Contract.

**2. COMPLIANCE WITH APPLICABLE LAW:** The Parties agree to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be performed by OHSU. ENTITY acknowledges that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192) and the provisions and limitations of the Oregon Tort Claims Act ORS 30.260 through 30.300 for tort liability, including personal injury and property damage.

**3. DISPUTE RESOLUTION:** ENTITY and OHSU agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or related to the Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, then such dispute will be mediated by a mutually-acceptable mediator to be chosen by the Parties within fifteen (15) business days after written notice by one of the Parties demanding mediation. Neither Party may unreasonably withhold consent to the selection of the mediator. The Parties agree to share the cost of the mediation equally. Such mediation will take place in Portland, Oregon. If the dispute cannot be resolved by the Parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the Parties, then either Party may seek resolution of the dispute as allowed by law.

**4. FORCE MAJEURE:** Neither Party shall be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected Party's reasonable control.

**5. GOVERNING LAW:** THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. ANY CLAIM, ACTION, OR SUIT BETWEEN ENTITY AND OHSU THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THE AGREEMENT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ENTITY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**6. MUTUAL RESPONSIBILITY:** Except as otherwise limited by Oregon law, each Party will be responsible for its tortious acts and those of its officers, employees or agents.

**7. NO REQUIREMENTS OR INDUCEMENTS TO REFER:** It is not the purpose of this Agreement to induce the referral of patients. The Parties acknowledge and agree that there is no requirement under this Contract or any other agreement or arrangement between the Parties that either Party refer any patient to the other Party for products or services. The Parties acknowledge and agree that no payment under this Contract is in return for the referral of patients or for the purchasing, leasing or ordering of any products or supplies. The terms and conditions of this Contract represent the result of arms-length negotiations between unaffiliated parties and no terms or payments have been determined in a manner which takes into account the volume or value or business generated or to be generated between the Parties. The Parties acknowledge and agree that the relationship and arrangement between the Parties does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law, including but not limited to state and federal anti-kickback laws and laws relating to



physician self-referrals, and the activities to be performed under this Contract do not and shall not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes and the legitimate educational/research purposes of this Contract.

**8. PUBLICITY:** No Party shall advertise, market or use other promotional efforts that include any data, pictures or other representations of the other Party, including any object which the other Party considers a service mark, trademark or landmark of that Party, without the prior written permission of an authorized representative of the other Party.

**9. THIRD PARTY BENEFICIARIES:** ENTITY and OHSU are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

**10. WAIVER:** The failure of OHSU to enforce any provision of the Contract shall not constitute a waiver by OHSU of that or any other provision.

**11. USE OF OHSU STAFF AND FACILITY:** If applicable to the Scope of Work, when ENTITY and its employees or agents on OHSU's Campus or Facilities, ENTITY shall comply with all applicable OHSU policies, including but not limited to, parking on OHSU Campus, requirements regarding background, criminal history checks, and complete any training required by OHSU. OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of ENTITY or its employees, subcontractors, or agents that may be stored, or located on OHSU premises.

**12. INTELLECTUAL PROPERTY RIGHTS:** OHSU employees providing services under this Contract, are employees of Oregon Health & Science University and has responsibilities and research projects resulting from his/her activities as such an employee. Notwithstanding any other provisions in this Contract, ENTITY shall not have any rights to any work product, intellectual property and/or other works or materials created by OHSU employees as a result of employment with Oregon Health & Science University.

[END TERMS]

Contracting Services Group  
Approved by Legal and Risk Management  
12.05.2014

**Appendix B:**  
**Oregon Pediatric Improvement Partnership Consultation to Health Share of Oregon and their IDS/IDN  
Partners on the Health Aspects of Kindergarten Readiness –  
System-Level Social Emotional Health Metric Implementation**

This 12-month contract, starting February 2023, supports technical assistance and implementation support from OPIP to Health Share of Oregon to understand, plan and complete the Social Emotional Health Metric and build capacity to ensure the full spectrum of social emotional health resources are available to young children and their families. This aligns with the SDOH-E domain Social and Community Health and Equity, as well as Access to Care from Health Share of Oregon’s Community Health Improvement Plan. No data will be collected as contract supports technical assistance and implementation activities.

**Project Time Period:** The 12-month contract (2/1/2023 – 1/31/2024)

**Project-Level Activities**

The 12 month contract (2/1/23 – 1/31/24) would support the following activities:

**Activity 1:** Provide consultation and support to Health Share and the Social-Emotional Health Metric Steering Committee on understanding Components 1-4 of 2023 Specifications for the HAKR System-Level SE Metric. A key component of this work will be developing a shared understanding of the “why” for each component and supporting the sense making and strategic planning aligned with each component of the measure.

*This track would support activities including:*

- Monthly or as needed, TA with Health Share staff and IDS/ICN reps
- Clinical consultation from OPIP clinical staff (Lydia Chiang, MD; Hayes Bakken, MD and/or Jessica Wilson, MSW) and potential attendance at Health Share meetings when requested ~monthly/every other month in order to share clinical best practices
- As requested, Call with Health Share SE Core Team
- As applicable, identified individual requested calls with IDS/IDN partners

**Deliverables Related to Activity 1:**

- 1.1** Two page summary of February—July Meetings and Technical Assistance Provided aligned with goals of Activity 1
- 1.2** Two page summary of August – January Meetings and Technical Assistance Provided aligned with goals of Activity 1
- 1.3** Development of Summary Brief with Specific Strategies About how Component 2 (Asset Map) can be shared at the Community-Level Meetings (Component 3), When Paired with Component 1, in order to Inform the Action Plan (Component 4) Aligned with the Intent of the Metric

**Activity 2:** Provide consultation and participate in collaborative conversations with CareOregon and Health Share of Oregon on the development of clinician facing materials to support a shared understanding of Specialty Behavioral Health resources that are available within the region.

This track of work would support activities including:

- Consultation to and collaboration with CareOregon on ways to enhance and improve their behavioral health directory using information from the Asset Map to align with the informational needs for clinicians (including Care Coordinators) and parents of young children to identify best match referral sources
- OPIP will provide 4 TA calls with Care Oregon to serve as the technical experts in supporting the construct for developing tools and messaging to support primary care and community based organizations to understand available resources.
- Consultation to and Collaboration with Health Share of Oregon and/or CareOregon on understanding and expanding behavioral health access
- OPIP will provide consultation to Health Share and CareOregon on identifying specific strategies and opportunities for expanding the types of providers and types of therapeutic modalities offered, for which claims indicating therapeutic services are included, and pathways for those services to be claims reimbursable. OPIP will participate in up to six TA calls.

**Deliverables Related to Activity 2:**

- 2.1** Written summary of best practices and information needed to support a shared understanding of Specialty Behavioral Health resources by clinicians and community based providers
- 2.2** Written summary of Evidence based therapeutic models, licensing and training opportunities to support Health Share and CareOregon summaries.
- 2.3** Expansion of Therapeutic Service Decision Tree and Idea Map: Outline of consideration, options and opportunities, including opportunities to conduct small pilots in collaboration with the OPIP facilitated TPEC site whom contract with Health Share.
- 2.4** Summary of content and format of materials, based on available information and activities conducted based consultation provided in 2.1-2.3 that can be developed that are primary care clinician facing materials summarizing specialty behavioral health referral regional resources depending on diagnosis and preferred treatment approach

**Activity 3:** Develop in collaboration and coordination with IDS/ICN partners and informed by baseline needs and site information gathered, a multi-year learning collaborative structure that takes into account where IBH staff are starting and how to help them enhance their assessment and intervention skills for young children. Then, as feasible and applicable (depending on the time to develop the Learning Collaborative model) manage and begin delivery of a Learning Collaborative for Integrated Behavioral Health (IBH) that aligns with:

- 1) Better understanding the intent of the Social-Emotional Health metric, and
- 2) Supporting the framework of implementation the aligns with the assessments and brief interventions within the child level reach metrics
- 3) Provide clinical tools, strategies and trainings (e.g. brief intervention modalities) for how to provide IBH-based services for young children

In 2023, the aim is to design a Learning Collaborative that is anchored to the baseline understanding and needs of the IBH clinicians who want to be trained and able to provide services if they receive the training and supports needed. The Learning Collaborative will include BH staff that are willing, able and want to provide assessment, brief intervention, or engagement in specialty behavioral health services in a way that is aligned with billable activities. In 2024, once IBH are trained, there will be supplemental trainings conducted for primary care providers on how to leverage and use IBH staff and general training on social emotional health, and flags and engagement strategies for when and how to refer to the IBH staff that are now trained

and ready to receive referrals. In 2024, there will also be consideration for broadening engagement and outreach to additional practice identified as ready for this work, assuming it will evolve.

This track of work would support activities including:

- **Developing design parameters and framework for facilitating the IDS/ICN Partners on a multi-year learning collaborative structure** which incorporates OPIP's proposed priority elements\*. As part of developing the framework for the learning collaborative, OPIP will work to understand current processes, outreach, and communication strategies and understanding what has worked, and barriers. This contract will then support implementation of the 2023 components, distillation of learnings from 2023, and a summary memo on the Learning Collaborative opportunities and needs for 2024 and beyond. This includes consideration of whether one overall Learning Collaborative is needed across all IBH sites, or it tailored cohorts are needed based on the IBH baseline training needs and supports need to help provide right match training and supports on the kinds of assessments and interventions that the IBH can provide.
- **Development of a baseline questionnaire and collection process of needed information** (which could be derived from information already gathered) to understand the current state of the integrated behavioral health workforce including if they have been trained on child and family systems, and their priorities in receiving training that can support them in implementing IBH SE services for young children.
  - OPIP currently proposes questionnaire (which we aim to be parsimonious and small in number to easier feasible and reduce burden) to be collected at the time of the Component 2 Asset Map, but this will be an important collaborative conversation. The goal of this information is to inform the training approach, Learning Collaborative structure proposed for 2023 and ensure right-match training materials and to hear from the audience of the Learning Collaborative about their content training priorities anchored to topics listed aligned with services that can be provided by IBH aligned the reach metric rate.
- **Administrative set up of the Learning Collaborative**, Continuing Ed for LCSW, and future MOC Part 4 administrative processes. As applicable, useful and financially feasible within the proposed budget, identify expert speakers who may co-created content, tools and strategies to be shared in the Learning Collaborative.
- **Implement Learning Collaborative** Overall or by Cohorts identified and informed by previous activities. The goal of the 2023 learning collaborative will be:
  - Provide trainings and tools on SE assessments and approaches IBHs can use within the context of their clinic and information available.
  - How the information from the SE assessments and other clinical observation can then be used to implement brief interventions that address the factors identified and the contextual family factors that will determine best match approaches.

\*The proposed Learning Collaborative elements would include (please note – our team is willing to modify and alter the structure based on the work and discussions):

- ❖ Onboarding each cohort to the Learning Collaborative including understanding their current state for providing Social Emotional Health support services within primary care
- ❖ Completing a robust Learning Session that covers the overarching goals described above and is anchored to the learners needs (Propose In-Person if feasible)
- ❖ Webinar supported calls of the Learning Collaborative to do a deeper dive on priority topics related to clinical tools, strategies and implementation needed. Up to six calls proposed.
- ❖ Development of a training and engagement plan, to be implemented in 2024, of the primary care providers in which the IBH clinic staff work, once the IBH staff are ready and able to provide SE services to the birth to five population identified.

*Note: OPIP believes that 2023 will largely focused on developing the learning collaborative and in understanding IBH baselined needs. We believe more robust engagement and supports on implementation will be needed in 2024 and will propose enhanced and increased OPIP staffing and supports. At the elbow support will be needed for participants to support implementation of the tools and strategies provided in the Learning Collaborative. Based on the learnings and level of engagement of partners, this staffing and resources will be proposed as part of the 2024 Learning Collaborative Activities.*

**Deliverables Related to Activity 3:**

- 3.1** Baseline Assessment of IBH staff included in Component 2 to collect information to guide Learning Collaborative Content Areas
- 3.2** Summary Visual of 2023 Learning Collaborative Structure, Priority Content Areas, and Implementation Strategies.
- 3.3** Summary Brief of Key Successes and Barriers from 2023 Learning Collaborative Implementation and Compendium of Tools, Tips and Strategies Provided to Participants.
- 3.4** Summary Brief of Proposed 2024 Learning Collaborative Structure, Content Areas, and Implementation Supports

**Terms and Conditions:**

**Period of Performance:** The period of performance for this Agreement shall be from the date of the last Signature and will continue through **January 31, 2024**. This is a 12- month agreement.

**Fees and Payment:**

- A. Fees: Contractor will be paid when specific activities or deliverables are completed.
- B. Contract Limit: The total fees under this contract for professional services will not exceed **\$147,399.56** that are described in Appendix A on the next page. There is no indirect rate charged for this contract.
- C. Payments: Payments shall be made within thirty (30) days of receipt of invoice.

### Deliverable Based Payment

Deliverables Submitted to Trigger Payment	Invoice Amount
Completion of contract set up	<b>\$10,000</b>
<b>Deliverables Provided by Activity</b>	Payment to be Provided When Deliverables Submitted
<b>Activity 1:</b> <b>1.1</b> Two page summary of February—July Meetings and Technical Assistance Provided aligned with goals of Activity 1 <b>1.2</b> Two page summary of August – January Meetings and Technical Assistance Provided aligned with goals of Activity 1 <b>1.3</b> Development of Summary Brief with Specific Strategies About how Component 2 (Asset Map) can be shared at the Community-Level Meetings (Component 3), When Paired with Component 1, in order to Inform the Action Plan (Component 4) Aligned with the Intent of the Metric	Deliverables 1.1 = <b>\$16,595.58</b> Deliverables 1.2 & 1.3 = <b>\$19,289.40</b> to be invoiced upon completion
<b>Activity 2:</b> <b>2.1</b> Written summary of best practices and information needed to support a shared understanding of Specialty Behavioral Health resources by clinicians and community based providers <b>2.2</b> Written summary of Evidence based therapeutic models, licensing and training opportunities to support Health Share and CareOregon summaries. <b>2.3</b> Expansion of Therapeutic Service Decision Tree and Idea Map: Outline of consideration, options and opportunities, including opportunities to conduct small pilots in collaboration with the OPIP facilitated TPEC site whom contract with Health Share. <b>2.4</b> Summary of content and format of materials, based on available information and activities conducted based consultation provided in 2.1-2.3 that can be developed that are primary care clinician facing materials summarizing specialty behavioral health referral regional resources depending on diagnosis and preferred treatment approach	Deliverables 2.1-2.4 = <b>\$23,605.86</b> to be invoiced upon completion
<b>Activity 3:</b> <b>3.1</b> Baseline Assessment of IBH staff to guide Learning Collaborative Content Areas <b>3.2</b> Summary Visual of 2023 Learning Collaborative Structure, Priority Content Areas, and Implementation Strategies <b>3.3</b> Summary Brief of Key Successes and Barriers from 2023 Learning Collaborative Implementation and Compendium of Tools, Tips and Strategies Provided to Participants. <b>3.4</b> Summary Brief of Proposed 2024 Learning Collaborative Structure, Content Areas, and Implementation Supports	Deliverables 3.1-3.4 are <b>\$77,908.72</b> to be invoiced upon completion
<b>TOTAL NOT TO EXCEED THIS AMOUNT</b>	<b>\$147,399.56</b>

## **HEALTH SHARE OF OREGON STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Immigrant and Refugee Community Organization aka IRCO, (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

### **RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

### **AGREEMENT**

#### **1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$562,286 (five hundred and sixty-two thousand, two hundred and eighty-six dollars and zero cents to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

#### **2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

- 2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

- 3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.
- 3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.
- 3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.
- 3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **June 30, 2025** (the "Term Date").
- 3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty



will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Peg King  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
[kingp@healthshareoregon.org](mailto:kingp@healthshareoregon.org)

**IRCO:**

Immigrant and Refugee Community Organization  
Attn: Jaime Flowers  
10301 NE Glisan Street  
Portland, Oregon 97220  
[contracts@irco.org](mailto:contracts@irco.org)

**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Immigrant and Refugee Community  
Organization aka IRCO**

By: DocuSigned by:  
*Mindy Stadlander*  
CD07E4FA3661448...

By: DocuSigned by:  
*Jeff MacDonald*  
EE7A0922137D4FD...

Print Name: Mindy Stadlander

Print Name: Jeff MacDonald

Title: Interim CEO

Title: Associate Director of Administration

Date: 6/23/2023

Date: 6/16/2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
  
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
  
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of

Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
- b. For clinical records, seven (7) years following the date of service.
- c. The retention period specified in this Agreement for certain kinds of records.
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference.

Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

**17. Representations and Warranties.**

- a. Counterparty represents and warrants to Health Share that:
  - i. Counterparty has the power and authority to enter into and perform this Agreement.
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
  - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
  - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Counterparty.**

- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
- c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
- d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share. Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

**19. Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

**20. Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or

transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
- i.** Counterparty will remain responsible for all obligations under this Agreement.
  - ii.** Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
  - iii.** Counterparty will supply Health Share with a copy of each sub-investment upon request.
- b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
- 22. Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
- a.** Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
- b.** If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:
- Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201
- setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
- c.** If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
- d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
- e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

Services will provide culturally specific social emotional health education in young children 0-5 years old and their parents/caregivers to immigrants, refugees, and families of color in the Portland metropolitan area led by staff trained as Community Education Workers (CEW). Services will provide healthy development of young children, assisting young children and their parents/caregivers in becoming kindergarten ready, and linking children and parents/caregivers to primary care providers, schools, and early interventions as needed.

This project addresses the SDOH-E domains of Social and Community Health and Equity and aligns with CHP priorities of Access to Care and Social Connection.

### **III. Project Objectives:**

Objectives of the Project are to:

- A. Provide pathways to support social emotional health in young children and their families through a CEW model to ensure that families, schools, and communities are effectively working together to provide children with a SEH foundation for lifelong learning and success.
- B. Build internal capacity to explore billing Medicaid for CEW/Community Health Workers and Traditional Health Workers (e.g., Peer Support Specialist, Personal Health Navigator) services, when that opportunity is available per OHA guidance.

### **Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Outreach to 24 children with enrollment into program.
- B. 24 children and their parents provided 14-week series SEH curriculum.
- C. 24 children provided a minimum of 3 home visits per series per family.
- D. 24 children given ASQ-SE-2 screenings.
- E. 75% of children are on track or improving in emotional, physical, and cognitive development.
- F. 75% of children are on track or improving in their physical wellness and access to health care for any specific health needs.



- G. 75% of children are on track to continue to improve their sense of identity and belonging, emotional functioning, relationships with trusted adults, and relationships with other children.
- H. 75% of eligible children are dual enrolled in kindergarten readiness programs (e.g., Kindergarten Transition, Preschool Program, P3).
- I. 100% of eligible children are enrolled in kindergarten.
- J. 75% of eligible families are engaged with a primary care provider by end of series and/or provided referrals to IRCO Personal Health Navigator services as needed.
- K. 75% of children on are track for Social-Emotional Development Subdomains and Goals including self-awareness, self-management, social awareness, relationship skills, and responsible decision making by end of kindergarten.
- L. 75% of children and families needing culturally responsive Behavioral Health services are successfully connected to them.

#### IV. Project Deliverables and Timeline:

Deliverables for Year 1	Due Date
2 bilingual Community Education Workers (CEWS) and 1 Program Coordinator hired to the program	October 2023
IRCO staff develop pre- and post- assessment for families to complete. Assessment will include measures such as: <ul style="list-style-type: none"> <li>• Parents feelings of support and positive cultural identity</li> <li>• Number of child protective factors in families by their better understanding of social emotional regulation</li> <li>• Parent skills and confidence in supporting their child’s social emotional health and early learning</li> </ul>	December 2023
2 CEWS, 1 Program Coordinator and 1 Asst. Manager complete CHW foundational training	June 30, 2024
2 CEWs, 1 Program Coordinator, 1 Asst. Manager, and 1 Early Learning Services Director complete Second Steps training	June 30, 2024
Second Steps curriculum is culturally adapted by staff	June 30, 2024
IRCO Staff deliver selected SEH curriculum to minimum of 24 children and their families	June 30, 2024
ASQ-SE 2 is translated to applicable languages for families	June 30, 2024
At least two community events for families are provided by the end of Year 1	June 30, 2024
One end of year gathering for program families, staff, Health Share and health plan partners	June 30, 2024
Pre- and -post assessments are completed by families	June 30, 2024
Track and document the number of children/families referred to culturally responsive Mental Health services who completed at a minimum, an initial assessment appointment.	June 30, 2025
Summarize learnings about Year 1 pilot, including challenges and opportunities	June 30, 2024

for year 2 improvements	
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Deliverables for Year 2	Due Date
1 new bilingual CEW hired	August 2024
1 new CEW completes CHW foundational training	June 30, 2025
1 new CEW completes Second Steps training	June 30, 2025
IRCO Staff deliver selected SEH curriculum to minimum of 24 children and their families	June 30, 2025
At least five community events for families are provided by the end of Year 2	June 30, 2025
Pre- and -post assessments are completed by families	June 30, 2025
Track and document the number of children/families referred to culturally responsive Mental Health services who completed at a minimum, an initial assessment appointment.	June 30, 2025
Final Report due to Health Share on all evaluation/metrics and narrative report on learnings, challenges and opportunities	July 30, 2025

## V. Health Equity, Health Disparities, and Community Engagement:

### Health Equity

- A. **Organizational Commitment to Equity:** IRCO's mission is to welcome, serve, and empower refugees, immigrants and people across cultures and generations to reach their full potential. To achieve this mission, we emphasize cultural competency, cultural responsiveness and valuing diversity, equity, inclusion and belonging through ongoing learning and adaptive management of our programming. We envision a diverse cultural and linguistic community where each person can fully participate, prosper, thrive, and belong. Our work is driven by an equity and trauma informed lens, strong internal values, a learning organization practice, community-centered partnerships, organizing, advocacy, anti-racism, and a social justice ethic and practice. We are dedicated to developing systems and structures of accountability and transparency. We are committed to this journey.
- B. **Health Equity Impact:** Proposed project will advance health equity by improving emotional, physical, and cognitive development of immigrant and refugee children, improving their physical wellness and access to health care, reinforcing their sense of identity and belonging, their emotional functioning, and relationships with trusted adults and other children.

### Health Disparities

- A. **Health Disparities Impact:** Low-income families, immigrants, refugees, families of color, and/or English language learners in communities experiencing education inequities who have at

least one child (age birth through five years) who is not currently connected to social emotional health services and supports. This program will provide quality social emotional development which is critical to the healthy development of young children, helping them become kindergarten ready, and familiarizing parents to school and health systems. CEWs are trusted and trained community members certified through a Community Health Worker model who can help bridge the gap for parents and children regarding social emotional health and development. Exploring opportunities around developing long-term sustainable payments for CBOs with Health Share and Health Share's partners.

- B. **Metrics:** Metrics will be tracked in multiple formats including (but not exclusive to) attendance sheets, ASQ-SE-2 screenings, certifications for staff with CHW training and curriculum, end of year assessment with HSO, preschool and/or kindergarten enrollment, program referral (e.g., IRCO, partner), primary care provider engagement, assessment for early intervention referrals if needed.

**Community Engagement:** IRCO prioritizes community input through strategy development and implementation of culturally/linguistically specific health programming; this input is guided by our Community Needs Assessment, a regular community survey of immigrant and refugee community members in Oregon. IRCO's most recent Community Need Assessment from 2022, incorporated different aspects of the social determinants of health (SDOH) and organized by the five SDOH domains of Economic Stability, Education Access and Quality, Health Care Access and Quality, Neighborhood and Built Environment, and Social/Community Context and queried over 600 community members across Oregon (e.g., Multnomah, Clackamas, Washington, Marion, Malheur counties).

Proposed project results will be reported back to the community through our Early Learning Services programming (where many of our clients are dual enrolled in other supportive programming), our Impact Report, and our cultural centers. We will reassess through our future CNA to ensure we are providing more outreach/education about services like the CEW program.

## VI. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Organizational capacity building
- B. Parenting education and supports
- C. Workforce training and development
- D. Physical infrastructure improvements

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$562,286 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Payment Schedule in Section II of this Exhibit B.

### II. Payment Schedule:

Payment	Conditions for Payment	Payment Amount
First Payment	Executed Agreement signed by both Parties;  Current W-9  Invoice (per Invoicing Section III of this exhibit B)	\$140,571.50
Subsequent Payments	Semi-annual (twice per year) invoices (per Invoicing Section III of this exhibit B) in the amount of \$140,571.50 may be submitted to Health Share upon submission of semi-annual reports due on the following dates:  January 15, 2024 July 15, 2024 January 15, 2025	\$140,571.50

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share on a quarterly basis as per the Section II Payment Schedule in this Exhibit B. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the quarter for which Counterparty is seeking payment. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)

- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

Immigrant and Refugee Community Organization

Project Name: Social Emotional Health Metric (Community Education Worker Pilot)

Funded Amount: \$562,286.00

Funding Period: 7/1/2023 - 6/30/2025

Health Share Project Code: 330422

Spending Category	Description/Purpose	Amount
Organizational capacity building	Staffing costs and administrative expenses to expand services for CEW Pilot. Includes indirect rate of 12.2%.	525,135.00
Parenting education and supports	Funding to provide client assistance and supportive services	5,160.00
Workforce training and development	Community Health Worker training, Second Step SEL for Early Learning training, instructional materials + supplies	16,594.00
Physical infrastructure improvements	Telecommunications equipment for CEWs to expand services	15,397.00
Subtotal		562,286.00
<b>TOTAL FUNDED AMOUNT</b>		<b>\$ 562,286.00</b>

### Exhibit C: Reporting Requirements

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to Health Share on the following timeline:

Reporting Period	Report Due
July 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025-June 30, 2025	July 31, 2025

- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work, Health Share is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership



**HEALTH SHARE OF OREGON  
STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Adelante Mujeres (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

**RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

**AGREEMENT**

**1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$425,510.00 (Four Hundred Twenty Five Thousand, Five Hundred Ten Dollars and Zero Cents) to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

**2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

**2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

**3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.

**3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

**3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **June 30, 2025** (the "Term Date").

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Peg King  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

**Adelante Mujeres:**

Adelante Mujeres  
Attn: Andrea Chunga-Celis  
2030 Main Street, #A  
Forest Grove, Oregon 97116

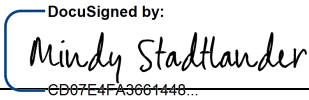
**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Adelante Mujeres**

By:  DocuSigned by:  
Mindy Stadlander  
CB07E4FA3661440...

By: 

Print Name: Mindy Stadlander

Print Name: Bridget Cooke

Title: Interim CEO

Title: Executive Director

Date: 6/16/2023

Date: 6/15/23

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
  
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
  
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of

Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
- b. For clinical records, seven (7) years following the date of service.
- c. The retention period specified in this Agreement for certain kinds of records.
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference.

Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

**17. Representations and Warranties.**

- a. Counterparty represents and warrants to Health Share that:
  - i. Counterparty has the power and authority to enter into and perform this Agreement.
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
  - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
  - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Counterparty.**

- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
- c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
- d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share. Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

**19. Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

**20. Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or



transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i.** Counterparty will remain responsible for all obligations under this Agreement.
    - ii.** Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii.** Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
- 22. Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
- a.** Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b.** If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:  
  
Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
  
setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
  - c.** If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
  - d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
  - e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

This funding will support organizational capacity building efforts, training and workforce development, delivery of parenting education supports and physical infrastructure improvements through provision of a community-based solution to reduce health disparities by confronting the different systems of exclusion surrounding the whole health of children 0-5 and include the following three strategies:

- Providing culturally and linguistically specific system navigation support to children 0-5 and their families throughout Washington County, OR. These efforts will be led by trusted, bilingual and bicultural Parent-Child Navigators (Peer Wellness Support Specialist). Parent-Child Navigators engage with families to support the social and emotional needs of parents and children. The Navigators have made the journey and can guide others who may be overwhelmed or less experienced in the process. The engagement may include referral to mental health services. Navigators will also provide social emotional health referral pathway support for families of children in the Adelante's 11 ECE classrooms.
- Build and design a Parent Child Interactive Therapy (PCIT) room near downtown Hillsboro in Washington County.
- Provide Parenting Education classes in support of social and emotional wellness.

All activities above are community-level interventions that include – but are not limited to – Health Share members and are focused on improving health outcomes for the community.

This project addresses the SDOH-E domains of Social and Community Health and Equity and aligns with CHP priorities of Access to Care and Social Connection.

### **III. Project Objectives:**

Objectives of the Project are to:

- A. Provide culturally and linguistically specific social and emotional wellness support through two FTE Parent-child navigators as well as Parenting Education to children 0-5 and their families throughout Washington County, OR.
- B. Increase referrals to social emotional health services for families that identify as Latine and/or overall communities of color with children 0-5.
- C. Build and design a Parent Child Interactive Therapy (PCIT) room at Adelante's Esperanza Mental Health Clinic in Washington County, OR.

### **Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Parent Child Navigators will track and report to Health Share twice a year the number of workshops and parenting education classes provided by navigators, and number of families successfully referred to culturally responsive Mental Health services. Qualitative stories of impact are also requested as part of biannual reporting.
- B. At a minimum, on an annual basis, Parent Child Navigators will receive training in Social Determinants of Health, parenting education, and training to support their ability to engage with families. Adelante Mujeres will include in the quarterly report the training provided.
- C. Will hire and onboard 2 parent child navigators by Fall of 2023.
- D. Parent Child Interaction Therapy room construction will be completed by Winter 2023.

#### IV. Project Deliverables and Timeline:

Deliverable	Due Date
Hire 2 Parent Child Navigators	September 30, 2023
Provide navigation support (to children 0-5 and their families to address their social & emotional health and wellness needs	October 31, 2023  Ongoing
Parent Child Navigators will provide Parenting Education Curricula such as Making Parenting a Pleasure and other training and support like motivational interviewing for successful client engagement.	January 31, 2024  Ongoing
Provide culturally & linguistically specific professional development opportunities for Parent-Child Navigators.	January 31, 2024  Quarterly
Build and design a Parent Child Interactive Therapy (PCIT) room at Adelante's Esperanza Mental Health Clinic in Washington County, OR.	December 31, 2023

#### V. Health Equity, Health Disparities, and Community Engagement:

##### Health Equity

Organizational Commitment to Equity: The only way to bring about lasting, adaptive, and meaningful change to address social & emotional wellness is to involve those most impacted by ethnicity, gender, and class-related inequities. Adelante Mujeres acknowledges first that most of our staff come from a historical narrative of diverse systems of oppression. We view racial equity as breaking down the barriers for communities of color to live a dignified life.

Adelante Mujeres uses programming data to validate the need for trauma-informed care, specifically in the case of Adverse Childhood Experiences. Programs ensure safety for participants. Without building a trustworthy relationship among participants, effective change and transformation will not occur. The following core principals are followed throughout programming:

- Start where people are: Begin with their experiences, knowledge, and skills.
- Contextualize: Connect to history, present, and future of the topic.
- Build solidarity.

Our services are responsive and appropriate to each individual and family's development needs and their ethnic, cultural, and linguistic heritage and experiences. Services and materials are not only built and implemented through the appropriate language, but it is also done through a culturally specific lens. It considers literacy development and language diversity throughout Latin America and beyond. As a recognized community specific organization, we provide the following benefits in the health & educational system:

- Increased engagement and improved outcomes for children of color and their families.
- Increased capacity to share culturally specific, evidence-based practices.

Recognition of the impact of systemic racism on community members and best practices and strategies to address and heal the harm done.

Health Equity Impact: Adelante's Health Equity Department provides a community-based solution to meet the needs of community members through culturally & linguistically responsive and holistic health services that reduce biases to mental health and lead to healthy lives, strong families, and community resilience. The only way to bring about lasting, adaptive, and meaningful change to address social & emotional wellness is to involve those most impacted by ethnicity, gender, and class-related inequities.

### **Health Disparities**

Health Disparities Impact: Microaggressions, mixed with experiencing or witnessing violence, poverty and immigration status create toxic stress and long-term trauma among Latine adults and youth if culturally responsive resources are inaccessible. Barriers that prevent access include:

- Limited culturally and linguistically affirming locations and providers.
- Limited services that use family and community-centered care methods.
- Socio-cultural stigma associated with mental and behavioral health.
- Social isolation and fear due to economic precarity, smaller networks of social support, and the threat of violence and retaliation against undocumented community members.
- A lack of access to affordable health care, insurance, or being underinsured.
- Mistrust of healthcare providers due to experiences of medical racism.

Adelante Mujeres' project directly addresses the barriers to health disparities addressed above. Particularly, access to culturally and responsive health care.

#### **A. Metrics:**

Adelante Mujeres' database, Salesforce, provides a comprehensive system to input various evaluation metrics such as online inquiries from websites and online participant intake forms, screeners, and questionnaires to convert paper-based evaluations into online tools. Adelante Mujeres, through its Salesforce database, will ensure a secure data management site where the program team members will be able to view and store documents. We honor and recognize that an individual's information is confidential and is given through the building of trust among program team members.

Adelante Mujeres will use Theranest which is HIPPA compliant software, to document and track the progress of participants who engage with the Parent Child Navigators.

## **Community Engagement**

Adelante Mujeres has led four Latine community-wide listening sessions to better understand the experiences and hopes of our community. The listening session findings included: 1) Access to culturally and responsive health care; and 2) Strengthen community and social connectedness. With this feedback, we center the voice of our community into the center of service delivery.

With the funding of Health Share, Adelante Mujeres will achieve its goal of providing culturally & linguistically responsive and holistic health services that reduce biases to mental health that leads to healthy lives, strong families, and community resilience.

## **VI. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Organizational Capacity Building
- B. Physical Infrastructure Improvements
- C. Training and Workforce Development
- D. Parenting Education and Supports

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$425,510 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Payment Schedule in Section II of this Exhibit B.

### II. Payment Schedule:

Payment	Conditions for Payment	Payment Amount
First Payment	<p>Executed Agreement signed by both Parties;</p> <p>Current W-9</p> <p>Invoice (per Invoicing Section III of this exhibit B). Invoice may be submitted to Health Share upon execution of this agreement.</p>	\$106,377.50
Subsequent Payments	<p>Invoice (per Invoicing Section III of this exhibit B).</p> <p>Semi-annual invoices (twice per year) in the amount of \$106,377.50 may be submitted to Health Share upon submission of semi-annual reports due on the following dates:</p> <p>January 15, 2024 July 15, 2024 January 15, 2025</p>	\$106,377.50

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share per the Section II Payment Schedule in this Exhibit B. Counterparty must submit invoice no later than thirty (30) calendar days from the end of period for which Counterparty is seeking reimbursement. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

Adelante Mujeres

Project Name: Advancing Social & Emotional Wellness for Bicultural & Bilingual Families

Funded Amount: \$425,510.00

Funding Period: July 1, 2023-June 30, 2025

Health Share Project Code: 330422

Expense Category	Description of Services Provided	Amount
Organizational capacity building	Staffing costs to expand culturally specific service: care coordination, case management, navigation and mental health consultation (non-billable). Includes administrative and indirect (10%) costs.	351,510.00
Physical infrastructure improvements	Construction of Parent Child Interactive Therapy room to expand evidence-based, culturally specific services.	37,000.00
Training and workforce development	Trauma-informed training for parent child navigators, mental health liason and wellness specialist.	26,000.00
Parenting education and supports	Educational workshops and events, parent supports	11,000.00
Subtotal		425,510.00
<b>TOTAL AMOUNT FUNDED</b>		<b>\$ 425,510.00</b>



### **Exhibit C: Reporting Requirements**

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to Health Share on the following timeline:

Reporting Period	Report Due
July 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025-June 30, 2025	July 31, 2025

- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

This work aims to address network capacity and access opportunities aligned with our Community

Health Improvement Plan. As the Contractor carries out the work Care Oregon is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- **Countering systems and policies that perpetuate racism**
- **Increasing organizational capacity to address racial equity**
- **Training and education about racial equity to support programmatic development**
- **Community engagement and partnership**

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License “Agreement” is between the signatory of this Agreement, hereafter referred to as “Licensee,” and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as “University.” Collectively Licensee and University may be referred to as “Parties” or individually as “Party” in clauses where rights or obligations described may refer to either entity. The Parties agree as follows:

### **Ownership**

University is the owner of certain copyright works, as described in Schedule A (the “Work” or “Works”), which were created in the course of research or scholarship at University. University desires such works to be utilized for the public benefit to the fullest extent possible. As such, University is willing to grant a Non-Exclusive License to Licensee subject to the terms and conditions set forth in this Agreement.

### **Definitions**

“Administrative Contact” means an individual authorized by Licensee to receive access to the Work and notices from University, as set forth on Schedule B.

“Agreement” means this Non-Exclusive License Agreement, with attached Schedules.

“Effective Date” shall be the last signed date of this Agreement.

“Field of Use” shall have the meaning outlined in Schedule B.

“Know-How” means interpretation of the content of the Works and training on how to utilize the content of the Works.

“User” means Licensee employees who access Work through Licensee.

“License Fee(s)” shall mean the amount due from Licensee for the permissions provided by this Agreement, as set forth on Schedule B, as updated from time to time by the parties.

“Quality Control Standards” means the standards listed in Schedule C.

“Services” means providing workforce development information, professional coaching, implementation, and training for the field of early childhood mental health.

“Technical Contact” means an individual authorized by Licensee to contact University for Technical Support, as set forth on Schedule B.

“Territory” shall mean the county or equivalent jurisdiction in which Licensee operates.

“Work(s)” shall have the meaning described in Schedule A provided by University to Licensee under this agreement.

“Work(s) Impact” shall have the meaning outlined in Exhibit A.

**Works Grant**

Beginning on the Effective Date, and subject to and conditioned upon Licensee’s performance and satisfaction of the conditions set forth in this Agreement, such as standards and obligations set forth in Schedule B, University hereby grants to Licensee, and Licensee accepts, a limited, non-transferable, non-exclusive license for internal purposes to copy, display, perform, and utilize works in the Territory and equivalent jurisdictions in which Users operate. Licensee may grant Users access to the Work.

Licensee may also make derivatives of the Works to the extent necessary to add Licensee’s own brand or mark to the Works prior to internal distribution. Other derivative works may not be made without express permission by University.

Licensee acquires no proprietary interest in Work. Licensee shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or materials from Works.

Licensee shall not sublicense, sell, lend, rent, lease, or otherwise transfer all or any of Works or rights granted herein.

**Know How Grant**

Additionally, University agrees to grant Licensee access to Know How in relation to certain Works. Access to Know How shall be provided to Licensee on an as-needed, no obligation, hourly basis and shall consist of interpretation of Works and training on using the content of Work. Additional and continued active involvement or implementation beyond initial interpretation and training may be subject to additional costs to be negotiated.

**Quality Control**

University shall have the right to exercise quality control over Licensee's use of the Work to a degree reasonably necessary to maintain the validity of the Work and to protect the goodwill associated therewith. Licensee recognizes and approves the quality of Licensor's goods and services heretofore provided by University under the Work in the Territory.

Licensee shall use the Work only in a manner and form: (i) designed to maintain the high quality of the Work; (ii) consistent with the use of the Work by University and general industry standards; (iii) that protects University's ownership interest therein; (iv) that complies with all applicable federal, state, local and foreign laws, rules and regulations; and (v) that conform to the Licensor's Quality Control Standards as outlined in Schedule C.

University may modify the Quality Control Standards from time to time at University’s sole discretion.

At the request of University (which shall for the removal of doubt be under no obligation to make any such requests), Licensee shall (at no cost to University) furnish to University such samples or other evidence or documentation as may reasonably be required by the University in

order for University to verify compliance with Quality Control Standards of any materials evidencing or related to the manner and context of the use and display (or proposed use and display) of any of the Works in connection with the Services including, without limitation, on communications, advertising, promotional literature, press releases, labels, or other printed matters, or media. Such samples shall be delivered to University within 15 business days of receipt of such request.

**Communications**

University may provide certain instruction to Licensee in regard to the interpretation and presentation of the Works, in order to enable Licensee's optimal use of the Work.

Notices to Licensee shall be sent to the Administrative Contact.

**Confidentiality**

"Proprietary Information" means information of any form or format disclosed by University to Licensee pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Licensee can demonstrate was previously known to Licensee, or (ii) has been independently developed by Licensee by those without access to Proprietary Information, or (iii) has been obtained by Licensee from sources not breaching any obligation to University; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Licensee; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

Licensee shall hold Proprietary Information in confidence for 5 years from date of disclosure, using safeguards at least comparable to those by which Licensee handles its own similar proprietary information, but in any case, not less than reasonable safeguards. Licensee shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office.

**Payment**

Licensee shall pay to University License Fees as set forth on Schedule B, due within 30 days after the invoice. Should payment not be received from Licensee within thirty (30) days after invoice, University, at its sole discretion, may end Licensee's access to Work and terminate this Agreement.

**Term**

Agreement shall expire as set forth on Schedule B.

Activities and sessions listed in the Field of Use to be scheduled between Licensee and University within the Term of the Agreement and to be completed within the Term of the Agreement. Changes to the schedule related to activities and sessions listed in the Field of Use due to either party's availability shall be mutually agreed upon and will be scheduled to allow for the activities and sessions to occur and be completed within the term of the Agreement.

An extension of the term of this Agreement between Licensee and University shall execute upon payment of additional fees to be agreed on between parties. Both the additional term and the fees shall be stated on an invoice to be issued for the additional term. Such invoices, when paid, shall act as amendments to Schedule B.

**Notices**

All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University  
PO Box 751, Mailcode RGS  
Portland, OR 97207  
Attention: Director, Innovation & Intellectual Property  
Telephone: 503.725.8454  
Email: IIP@pdx.edu

All notices to University regarding the delivery and preparation of Works shall be sent by U.S. mail or email per the following:

Portland State University  
Center for Improvement of Child and Family Services (CCF)  
PO Box 751  
Portland, OR 97207

All notices to Licensee shall be sent by U.S. mail or email to the Administrative Contact listed at the end of this Agreement.

**Termination**

Licensee may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access to Works will be immediately terminated.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Licensee relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

**Disclaimers**

The Works have been developed as part of research or scholarship conducted at Portland State University. The Works are experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this

Agreement. The entire risk as to the quality and performance of the Work is with Licensee.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Licensee expressly agrees that University has no liability arising from Licensee's use of any third-party website.

Licensee is solely responsible for obtaining necessary approvals for any and all research conducted which utilizes the Work or data derived and obtained as a result of the Work with appropriate regulatory agencies and will seek protections for human subjects if applicable through relevant institutional review and research standards and ethics boards.

**Liability**

University is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300). Each party is liable and shall hold, within the limits and subject to the restriction in the Oregon Tort Claims Act, each Party, its officers, agents, and employees, harmless from any claims, actions, costs, or damages caused by the other Party. Without limiting the generality of the foregoing, no Party shall be liable to any other party for any incidental or consequential damages arising out of or related to this Agreement. No party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms. Each Party agrees to be responsible for its own negligent acts and omissions to the full extent allowed by law.

**General**

Licensee may not assign any of its rights under this Agreement. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Licensee and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give

or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Licensee agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Licensee.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

**“Licensee”**

**“University”**

Business Name: Health Share of Oregon

Portland State University

Business Address: 2121 SW Broadway

Suite 200

Portland, OR 97201

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

DocuSigned by:  
*Mindy Stadlander*  
CD07E4FA3061440...

Name: Mindy Stadlander

Title: Chief Executive Officer

Date: 6/28/2023

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

DocuSigned by:  
*Travis Woodland*  
E52FAFA3AA63422...

Name: Travis Woodland

Title: Director, IIP

Date: 6/28/2023



**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule A**  
**Work(s)**

Work(s) as used in this Agreement mean:

**Early Childhood Mental Health Workforce Development Implementation Model (RIZB-09) –**

The System of Care Institute (SOCi) is a leading provider of collaborative workforce development and organizational solutions for communities, agencies, organizations, and state government entities. SOCi's offerings include: training, coaching, consultation, implementation support, technical assistance, and data-driven decision making. The System of Care Institute is agile and intentional when addressing needs or helping solve problems by focusing on individualized, scaled appropriately, culturally responsive, and sustainable solutions.

SOCi has developed an Early Childhood Mental Health Workforce Development Implementation Model which aims to address the workforce development factors necessary for increasing both the accessibility and capacity of the early childhood mental health workforce to:

- Increase the number of early childhood providers at organizations contracted by Health Share/Care Oregon.
- Increase the billable encounters with young children by contracted providers.
- Increase the supervisory capacity to support an increased workforce.
- Increase intervention and early childhood mental health content KSAs for workforce across levels of providers (skills trainers, clinicians, peers, etc).
- Develop workforce incentives for interns and MSW students to be placed in early childhood mental health capacity.
- Reduce barriers and streamline capacity building opportunities for the early childhood mental health workforce.

This will be done by:

- Establishing workforce baseline and capacity goals through data collection, reporting on the data collected, and recommendations on workforce strategy.
- Training and intervention models identified through establishing an advisory group and developing implementation plan recommendations.
- Infrastructure support through developing field placement pipelines, provider capacity, an application and granting process, and documentation of collaboration.

**Only Work(s) and materials developed by University are covered by this Agreement.**

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule B**  
**Contacts, License Fee, Term, and Field of Use**

**Administrative Contact:**

Name: Jeanni Dunagan

Email: [dunaganj@healthshareoregon.org](mailto:dunaganj@healthshareoregon.org) (preferred)

Phone: 503-416-2173

**Technical Contact:**

Name: Peg King

Email: [kingp@healthshareoregon.org](mailto:kingp@healthshareoregon.org) (preferred)

Phone: 503-416-3959

**License Fee and Term:**

Licensee will pay University a license fee of \$864,784.44, paid in three biannual installments, for the license term of eighteen (18) months and set to expire eighteen (18) months after the Effective date.

**Payment Schedule:**

- Initial payment of \$288,261.48 to be invoiced on July 1, 2023.
- Second payment of \$288,261.48 to be invoiced on January 15, 2024.
- Third payment of \$288,261.48 to be invoiced on July 15, 2024

Additional length is provided upon successful and complete payment of subsequent invoices at then-current pricing. Additional years provided upon successful and complete payment of subsequent invoices at then-current pricing. Continued active involvement or implementation by University/The System of Care Institute (SOCi) may be subject to additional costs negotiated and invoiced at renewal.

- (a) All payments are nonrefundable and noncreditable, and due and payable to University within 30 days from the date of the invoice.
- (b) All amounts payable to University under Agreement are payable in United States dollars.
- (c) Invoices must include the following items in order to process payment:
  - Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org).
  - Invoice number.
  - Health Share of Oregon Project Name & Code (See Additional Information below).
  - Billing period for current invoice.
  - Total amount due for current billing period.
  - Total amount paid to-date.
  - Total amount remaining.
  - Payment instructions.
  - Contact information.

Additional Information:

- Health Share of Oregon Project Name: SHE Metric: Early Childhood MH Workforce Development Implementation Model
- Health Share of Oregon Project Code: 330422
- Total License Fee: \$864,784.44
- Term: July 1, 2023 - December 31, 2024

Payment	Conditions for Payment	Payment Amount
First Payment	Executed Agreement signed by both Parties;  Current W-9  Invoice date per Payment Schedule listed above.	\$288,261.48
Second Payment	Invoice date per Payment Schedule listed above.  Submission of semi-annual reports due January 15, 2024	\$288,261.48
Third Payment	Invoice date per Payment Schedule listed above.  Submission of semi-annual reports due July 15, 2024	\$288,261.48

Expense Category	Description/Purpose	Amount
Workforce training and development	Funds to support the development of an Early Childhood Mental Health Workforce Development Implementation Model with the aim of increasing accessibility and capacity of SDOH E supports	864,784.44
	Subtotal	864,784.44

**TOTAL FUNDED AMOUNT** \$ **864,784.44**

**Field of Use:**

Licensee may access the Work for those involved in the Early Childhood Mental Health Workforce Development Implementation process within Health Share of Oregon's provider network.

- Establishing workforce baseline and capacity goals
  - Quantitative and qualitative data collection from approximately twenty-five (25) of Licensee's providers within the Agreement Term.
    - Report summarizing the data collected.
    - Report summarizing recommended workforce strategy.
  - Data gathering regarding internship placement, capacity, and supervision limitations.
    - Utilize Implementation Model to develop baseline internship data with cross referencing provider data to identify work plan strategy with report to Licensee.
- Training and framework intervention
  - Assistance with establishing and convening a provider advisory group to develop reports which utilize the Implementation Model for Licensee including:
    - Reporting on infrastructure and implementation plan for training and intervention based on advisory group priority and establish intervention strategy to meet the needs of Licensee identified in the reports.
    - Content development based on Implementation Model and gathered data where needed.
- Infrastructure support
  - Support framework implementation activities.
  - Establish a liaison at University for management of data gathering and creating reports/plans for Licensee based on the Implementation Model.
  - Develop application materials for Licensee's anticipated scholarship and stipend fund informed by the Implementation Model.
  - Support to be determined and scheduled between University and Licensee at a mutually agreeable date and time within the Agreement Term; additional hours upon request if agreed by University.
- Progress Reports
  - January 15, 2024: Progress Report 1 (reporting period 7/1/23-12/31/23)
    - Summary of establishment of workforce baseline and capacity goals and associated activities.
    - Summary of provider data collected and associated activities.
    - Advisory group status and activities.
    - Summary of status and activities of field liason.
    - Summary of Ongoing Work(s) support anticipated.
  - July 15, 2024: Progress Report 2 (reporting period 1/1/24 – 6/30/2024)
    - Summary of recommended workforce strategy; Gather data from PSU regarding internship placement with providers and capacity. Identify targets and supervision limitations, baseline internship data and cross reference with provider data to identify work plan strategy.
    - Summary of infrastructure and implementation plan for training and intervention models based on advisory group priority and establish intervention budget and strategy (train-the-trainer, internal capacity, etc).

- Training content development where needed and implement if appropriate.
  - Summary of status and activities of field liason.
- January 31, 2025: Final Report
  - Summary of content developed under the Agreement.
  - Summary of recommendation and progress.

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule C**  
**Quality Control Standards**

Licensee agrees not to use any of the Work(s) on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University and the System of Care Institute.

Furthermore, Licensee agrees not to use the Work(s) without appropriate training from University or approved by University. Licensee will always use the most recent versions of the Works.

**General Requirements:**

- The Works may only be used with those involved in implementing the Early Childhood Mental Health Workforce Development Implementation Model

## **NON-EXCLUSIVE LICENSE AGREEMENT**

### **Exhibit A**

#### **Work(s) Impact**

The Parties recognize that the goal of Licensee obtaining a license to the Works under this Agreement is for Licensee to achieve the following Impacts:

- The Work(s) supports addressing the SDOH-E domains of Social and Community Health and Equity and aligns with Community Health Improvement Plan priorities of Access to Care and Social Connection.
- The Work(s) supports the necessary workforce development areas of need identified in the “Clinical Level” strategy determined from the community engagement and Social-Emotional Health steering committee.

#### **Equity Standards and Impact:**

- **Organizational Commitment to Equity**
  - The Parties are committed to equity and inclusion in all operational and organizational functions and are committed to work that promotes racial equity and inclusion in programic and organizational culture. This commitment is reflected in ongoing work to create a welcoming and inclusive environment for team members from diverse backgrounds, and intentional recruitment of team members to assure that a diverse lens is offered to the programs and services provided. The Parties seek opportunities to advance racial equity and anti-oppressive practice in child, youth, and family systems, working in partnership and alongside communities. The parties’ development methods reflect a commitment to partnership and voice, and provided programs draw on significant input and expertise from communities of color, and tribes.
  - The Parties commit to equity as a foundation of excellence and defines equity as ensuring everyone has access to opportunities necessary to satisfy essential needs, advance their well-being, and achieve their full potential. Each Parties’ aim is to address the roots of inequities, including but not limited to racism, homophobia, sexism, ableism, classism, and the intersections of these inequities.
- **Health Equity Impact**
  - The Parties will strive to focus on improving health equity by cultivating a current and future workforce that is able to address the complex factors related to equitable access and availability of needed services and support. This will support the workforce needed to ensure health equity in access, availability, and intervention. The workforce development and investment in the behavioral health workforce pipeline are essential components in ensuring skilled, accessible, and high-quality services and support are available for those in need. Access to culturally responsive care is only accomplished by a workforce that represents those being served. The Parties pursue a multifaceted approach which aspires to address systemic barriers, promoting diversity and inclusion, enhancing cultural competence, and empowering communities.
- **Health Disparities Impact**
  - Ensuring an equitable distribution of early childhood mental health professionals is essential for reducing disparities in access to care. Through workforce development efforts, the Parties will take into account the geographic distribution of early childhood mental health providers, particularly in underserved areas and

workforce areas poised to make the greatest impact in reducing health disparities. The Work(s) supports growing a workforce that is trained, sustainable, and equipped with the skills needed to ensure that providers can deliver more effective and patient-centered care and reduce disparities rooted in cultural differences. Additionally, developing cultural competence among providers is essential for providing equitable care. The Work(s) endeavors to support providers in increasing their knowledge and skills in working with culturally diverse young children and their families, improving communication, and delivering patient-centered care that is sensitive to cultural and linguistic differences. The Work(s) utilizes initial inquiry to determine workforce barriers and opportunities needed at a practical level and seeks to increase the likelihood of the workforce interventions to have the greatest impact to serve youth and families most impacted by health disparities. Additionally, the Work(s) focusses on both current and future workforce to support retention within the field. It is anticipated that this specific focus will reduce the current level of churn, chronically understaffing, and lack of availability identified as a major need.

### **Community Engagement:**

- The Parties are committed to building strong partnerships with community organizations, managed care, and education and training resources. This is critical to better understand local needs, develop targeted interventions, and measure success in ways that are culturally relevant, workforce focused, and sustainable. The implementation of the Work(s) used is community and provider facing, ensuring that realistic and accurate data and methodology is utilized in increasing a skilled workforce. Additionally, the Work(s) centers on information gleaned from extensive community engagement from both Parties. Based on this information the Work(s) centers the identified goals as the primary focus and direction which is supported by both the community engagement and advisory group priorities.

**Metrics:** The Work(s) will track workforce development outcomes which will support further cultivation of a diverse workforce that reflects the communities being served. This can be utilized to gain a better understanding and response to the unique needs and challenges faced by different populations. Metrics tracked may be used to inform the level of active and successful recruitment of individuals from underrepresented backgrounds, creating inclusive hiring practices, and fostering a supportive and inclusive work environment to help Licensee demonstrate Impact achievements from Licensing the Works, including.

1. Expansion of access to services for Health Share/OHP members
2. Capacity building for Contractor's provision of services
3. Health Share/OHP member experience
4. Equity impact
5. Sustainability plan
6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives



## HEALTH SHARE OF OREGON STRATEGIC INVESTMENT SERVICES AGREEMENT

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Clackamas County, by and through its Health, Housing and Human Services Department, Children, Families and Community Connections Division (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

### RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

### AGREEMENT

#### 1. **Investment.**

- 1.1 As used in the Agreement the terms “Investment” and “Investment Funds” refer to the payment for work performed under this Agreement that Health Share is providing to Counterparty.
- 1.2 **Amount.** Health Share invests the amount of \$40,000.00 (Forty Thousand Dollars and Zero Cents) to Counterparty, subject to the terms and conditions of this Agreement.
- 1.3 **Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.4 **Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

## **2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.
- 2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

## **3. Reporting and Recordkeeping.**

- 3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.
- 3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.
- 3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be June 30, 2024 (the “Term Date”).

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty’s investment-funded activities; provided, however, that Counterparty will submit such materials in advance to Health Share, for review and revision in Health Share’s sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty’s corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Peg King  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
Kingp@healthshareoregon.org

**Clackamas County:**

Clackamas County CFC  
Attn: Stephanie Radford  
112 11<sup>th</sup> Street  
Oregon City, Oregon 97045  
sradford@clackamas.us

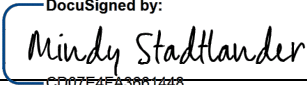
**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the “Standard Terms and Conditions”) and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Clackamas County**

By:   
CD07E4FA3661446...

By: 

Print Name: Mindy Stadthander

Print Name: Gary Schmidt

Title: Chief Executive Officer

Title: County Administrator

Date: 6/22/2023

Date: 6/28/2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
  
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
  
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of

Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
- b. For clinical records, seven (7) years following the date of service.
- c. The retention period specified in this Agreement for certain kinds of records.
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference.

Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.

Health Share will defend, save, hold harmless, and indemnify Counterparty and its employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Health Share or Health Share's officers, employees, sub-counterparties, or agents under this Agreement.

- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision. Waiver of any default under this Agreement will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.

- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.
- 17. Representations and Warranties.**
- a. Counterparty represents and warrants to Health Share that:
    - i. Counterparty has the power and authority to enter into and perform this Agreement.
    - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
    - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
    - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
    - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
  - b. Health Share represents and warrants to Counterparty that:
    - i. Health Share has the power and authority to enter into and perform this Agreement.
    - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Health Share enforceable in accordance with this Agreement's terms.
  - c. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 18. Independent Status of Counterparty.**
- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
  - c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
  - d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share.



Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

19. **Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
20. **Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.
21. **Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
  - a. In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i. Counterparty will remain responsible for all obligations under this Agreement.
    - ii. Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii. Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b. Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
22. **Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
  - a. Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b. If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:

Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
  - c. If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
  - d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
  - e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.

- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

**Strategic Investment Services Agreement  
Exhibit A: Statement of Work**

**I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

**II. Project Description:**

This work aligns with Health Share’s Social Emotional Health (SEH) Metric Action Plan goal of developing a multi-year plan to address clinical gaps in the SEH service array, for people working with 0–5-year-olds. Activities include:

- Community Engagement and Outreach to inform community needs and potential future investments
- Resource development and sharing of tools, guides and information sheets around disability services, including culturally affirming resources around autism to support referral pathway development amongst systems and entities commonly interfacing with this population
- Mapping of culturally affirming organizations and agencies supporting social emotional needs for the 0-5 population

This project addresses the SDOH-E domains of Social and Community Health and Equity and aligns with CHP priorities of Access to Care and Social Connection.

**III. Project Objectives:**

Objectives of the Project are to:

- A. Increase CCO members’ knowledge and understanding of how to navigate disability services
- B. Identify clinical gaps in the SEH service array for 0 – 5 year olds in the health system with the Black, African American and African communities
- C. Mapping of the early childhood and maternal child health service delivery system for the Black, African American and African communities
- D. Provide policy and future investment recommendations around Afrocentric care
- E. Support community engagement activities related to the SEH metric

**Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Resource guide developed, translated and culturally adapted for Arabic, Somali, Ethiopian, Latinx and Native/Indigenous communities by 12/31/23. Translation and adaptation will be done Hinda Farrah, Hanna Osman and Saara Hirsi in the Somali community for Arabic and Somali;

Ethiopian by the Ethiopian and Eritrean Cultural Resource Center; Native/Indigenous communities by the Future Generations Collaborative and Suzie Kuerschner and Spanish by a Clackamas County Family Engagement Coordinator. All materials will be reviewed by parent education groups or Hub Parent Council.

- B. Resource Guide shared /presented to at least 5 community workgroups and organizations by 2/28/24.
- C. Report number of guides distributed via community partners to culturally specific organizations and Black, Indigenous and Families of Color (who are Health Share members) by 12/31/23
- D. Engage at least fifty Black, African, and/or African American early childhood providers and practitioners (doulas, midwives, CHWs, pediatricians, etc.) and at least 25 families/parents in identifying clinical gaps and opportunities in the SEH service array within the health sector. Provide written report detailing themes from engagement and proposed recommendations to Health Share by June 30, 2024.

**IV. Project Deliverables and Timeline:**

Deliverable	Due Date
Host at least 2 community stakeholder meetings with the African, African American and Black community to gather input on gaps and opportunities to improve the social emotional health of 0–5-year-olds and their families and provide a written report detailing themes from engagement and proposed recommendations	12/31/23
Develop and distribute a Disability Services Resource Guide in English that will be culturally adapted into Arabic, Somali, Ethiopian, Spanish and for the Native/Indigenous communities	12/31/23
Develop a service map for African American, African and Black families identifying the landscape of social emotional health related services for families with children 0-5	2/3/24
Develop a policy and practice recommendation agenda around Afrocentric needs 0-5	2/3/24
Provide written report detailing gaps and opportunities identified by community engagement with the Black, African and African American community partners	6/30/24

**V. Health Equity, Health Disparities, and Community Engagement:**

The All:Ready Network is an established network that both centers and is led by the voices of the following communities in the Portland Tri-County area: BIPOC families, birthing people and children; children with disabilities and special healthcare needs; and children and families who are economically disadvantaged and live in rural and urban areas.

- A. **Organizational Commitment to Equity:** The Network is fully committed to equity in our work through our values of:

**Shared accountability** - We believe that when we work together, we can collectively solve the early childhood inequities in our region. We spend ample time building relationships and safety, continually learn from the wisdom of the community, meeting consistently to ensure every step of a project is empowering and share responsibility for the challenges and successes of the work.

**Anti-oppression** - We know that positionality and power can be key drivers for how decisions are made. We believe we need to work to shift power to promote equitable outcomes. We do this by incorporating trainings on anti-racism, harm reduction and disability justice, ensuring leadership fully represents the communities we serve and funding parents to elevate the voices of our BIPOC families and members.

**Healing Centered** - We lead with an awareness of the prevalence of trauma and how common it is for all people. We approach our work by investing in community in the design of programming, leading with trauma-informed principles, creating moments for healing and growth in our teams and honor the impacts of intergenerational trauma.

**Health Equity Impact:** The refugee and immigrant community is often the most disproportionately impacted by health inequities for a variety of reasons – it is challenging to navigate our health care system with English as your second language; it's difficult to understand a health care system different than your homeland; interpretation can help with language barriers, but there are cultural barriers that can be equally as important to understand; and more. We prioritize working with these families to address barriers and gaps in clinical care for families with children 0-5. This project will help to identify these gaps, generate solutions and community ideas, map service organizations that are culturally specific and increase knowledge of a complex patchwork of services to increase access to care for these families.

## Health Disparities

**Health Disparities Impact:** By better understanding the clinical gaps in addressing SEH services for Black, African and African American families, we can design and deliver programs with Afrocentric principles and frameworks. We can address issues of disability inclusion that are barriers to culturally affirming care. By creating resources for Health Share members that show how to navigate the health, education and disability service delivery system, we can ensure more families are getting their children screened in a timely manner, know how to find the needed resources and can communicate meaningful with their care coordinators to get their needs met

## Community Engagement:

The All:Ready Network has established Black Futures Initiative and Disability Justice Workgroup with key partners to support this work. Currently that workgroup is comprised of the key partnerships needed for this work who will be supporting this project. They include:

- FACT Oregon
- Black Parent Initiative
- Ethiopian and Eritrean Cultural Resource Center
- Multnomah County Healthy Birth Initiative
- Somali Empowerment Circle
- Somali American Council of Oregon
- African Youth Community Organization
- Oregon Health Authority Early Childhood Behavioral Health Program
- Oregon Center for Youth and Children with Special Healthcare Needs
- Disability Justice Collective
- Self-Enhancement Inc.
- Providence Hospital
- Sacred Doula Program

- Oregon Health and Sciences University
- International Traditional Childbearing
- Early Learning Hubs
- Kaiser’s Center for Black Wellness and Healing
- Somali Disability Empowerment Network

**VI. Project Reporting Schedule:**

Reporting Period	Report Due
July 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – June 30, 2024	July 31, 2024

**VII. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below:

- A. Organizational Capacity Building (as per Section IV Budget of Exhibit B: Compensation of this Agreement)

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$40,000 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Payment Schedule in Section II of this Exhibit B.

### II. Payment Schedule:

Payment	Conditions for Payment	Payment Amount
First Payment	Executed Agreement signed by both Parties;  Current W-9  Invoice (per Invoicing Section III of this exhibit B)	\$20,000.00
Second Payment	Invoice (per Invoicing Section III of this exhibit B)  Submission report (per Exhibit C: Reporting Requirements of this Agreement) due 1/15/24	\$20,000.00

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share per Section II Payment Schedule of this Exhibit B. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the period for which Counterparty is seeking reimbursement. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

Clackamas County, Health and Human Services

Project Name: SEH Metric: All:Ready Network  
Funded Amount: \$40,000.00  
Funding Period: July 1, 2023-June 30, 2024  
Health Share Project Code: 330422

Expense Category	Description of Services Provided	Amount
Organizational capacity building	Funds to build organizational capacity. Includes funding for community outreach and engagement, resource development, project management, network convening and strategic planning/service mapping. Includes administrative and indirect (7.5%) costs.	40,000.00
Subtotal		40,000.00
<b>TOTAL AMOUNT FUNDED</b>		<b>\$ 40,000.00</b>



### Exhibit C: Reporting Requirements

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to Health Share on the following timeline:
1. January 15, 2024: Progress Report 1
  2. July 31, 2024: Progress Report 2
- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

#### **\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work CareOregon is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity

- Training and education about racial equity to support programmatic development
- Community engagement and partnership

**CareOregon**  
**Agreement for the Distribution and Use of SHARE Initiative Funds**

This Agreement for the Distribution and Use of SHARE Initiative Funds (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Oregon Doula Association (“Contractor”) for the time period of March 15, 2023 to December 31, 2025.

Project: Doula Workforce  
Agreement Contact: Martha Rivera  
Email: info@doulasandcompany.com

Agreement Number: SHARE Project #5  
CareOregon Contact: Ifeoma Muoto  
E-mail: muotoi@careoregon.org

**I. Recitals**

- A. This Agreement is being entered into as contemplated by the Letter of Intent sent to Contractor from Health Share of Oregon (“Health Share”) and CareOregon.
- B. CareOregon is an Oregon nonprofit public benefit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. These charitable purposes include ensuring access to health care and improving the health of low-income Oregonians.
- C. Health Share of Oregon (“Health Share”) is a Coordinated Care Organization that has entered into a Health Plan Services, Coordinated Care Organization Contract (“CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- D. Health Share and CareOregon have entered into an Integrated Community Network Participation Contract (“ICN Contract”). As part of the ICN Contract, CareOregon has contracted to support and assist Health Share in the development and implementation of Health Share’s Social Determinants of Health and Equity Spending Program.
- E. In 2020, the Oregon Health Authority developed the Supporting Health for All through REinvestment (SHARE) Initiative, which aims to address social determinants of health, thereby improving Oregon Health Plan Member (“Member”) and community health through reinvestments in upstream factors that impact health.
- F. Health Share, via its contractual relationship with CareOregon, wishes to distribute SHARE initiative funds to community-based organizations pursuing projects focused on addressing health inequities and the social determinants of health and equity (SDOH-E). for target populations. To enable speed of delivery of funds into the community, funding will be overseen by Health Share, but distributed by CareOregon at the direction of Health Share Board and management. Funding will be jointly attributed to CareOregon and Health Share, and the use of these funds will be overseen by designated groups at Health Share.
- G. Contractor is a nonprofit agency with a mission to support and provide resources for doulas; publicly educate on and advocate for the benefits of doula care; and serve as a unifying, inclusive, statewide professional organization for all doulas.
- H. Contractor plans to support workforce development and infrastructure for individuals seeking to become state-certified community-based doula providers for culturally and linguistically diverse communities (“Project”).
- I. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to increase access to doulas and doula services for target populations, including culturally and linguistically-specific community-based doulas, through the provision of Funds by CareOregon to be invested in endeavors executed by Contractor (“Funds”).

- J. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to improve overall Member and community health outcomes and reduce health disparities through payments by CareOregon to be used by Contractor for eligible activities, as set forth in Exhibit A.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:

## **II. Administration/Interpretation of Agreement.**

The Parties agree and understand that the foregoing Recitals, Exhibit A, Exhibit B, and Exhibit C to this Agreement are incorporated herein by reference with the same force and effect as if fully set forth in this Agreement.

For purposes of this Agreement, capitalized words shall have the meaning ascribed herein, unless the context clearly requires otherwise.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions in this Agreement.

## **III. Term and Termination:**

- A. **Term** . This Agreement is effective March 15, 2023 (“Effective Date”) and will terminate December 31, 2025 (“Term”).
- B. **Termination**.
1. The Parties may terminate this Agreement without cause by mutual written agreement.
  2. CareOregon may immediately terminate this Agreement for cause and demand immediate repayment of any unused Funds if:
    - i. The Project is terminated by Contractor;
    - ii. An employee, agent, contractor, or representative of Contractor performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
    - iii. An employee, agent, contractor, or representative of Contractor has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
    - iv. Contractor demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
    - v. Contractor elects to make a material change to the Project such that the fundamental purposes of this Agreement are abandoned.
  3. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Contractor shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Project shall be promptly returned to CareOregon within thirty (30) days.

## **IV. Project Elements.**

- A. **Payment Components.** CareOregon agrees to disburse to Contractor a specified amount of Funds based on a Disbursement Schedule pursuant to Exhibit B of this Agreement and consistent with the terms and conditions of this Agreement.
1. Contractor understands and agrees that it shall use Funds solely for this project and that any costs incurred by Contractor which are not eligible for funding under this Agreement shall be the sole obligation of Contractor.
  2. Contractor understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment throughout and beyond the Term of this Agreement. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.
  3. Contractor shall repay CareOregon all or a percentage of payment received for (1) overpayment of Funds to Contractor; (2) use of Funds by Contractor for any purpose other than the Scope of Work described in Exhibit A of this Agreement; (3) noncompliance with the terms of this Agreement; or (4) for any other reason as specified in this Agreement. If repayment of any amount is due, Contractor shall repay CareOregon such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.
- B. **Scope of Work.** Funds are being granted to Contractor based on the Scope of Work for this Project as described in Exhibit A of this Agreement.
1. Contractor agrees to assume the duties, obligations, rights, and privileges applicable to receiving Funds for this Project, the Description, and Objectives, which are further stipulated in Exhibits A, B, and C to this Agreement.
  2. Contractor shall perform the work required to execute this Project and fulfill the Project's Description and Objectives pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.
- C. **Reporting Requirements/Auditing/Maintenance of Records.**
1. Contractor agrees to prepare and submit reports as further defined in Exhibit C of this Agreement. Contractor must submit all Reports via email to the CareOregon Contact specified.
  2. Notwithstanding any other clause within this Agreement, Contractor shall maintain all receipts for any purchases made with Funds along with any other records that specifically show the use of Funds was in compliance with this Agreement.
  3. CareOregon shall have the right to conduct an audit of Funds paid through this Agreement. Contractor shall make all books, accounting records, and other documents available at the reasonable request of CareOregon and for a period of three (3) years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.
  4. If for any reason CareOregon finds noncompliance with the terms of this Agreement and requires a repayment of Funds previously paid to the Contractor, the Contractor is required to submit such sum or sums within thirty (30) days after receipt of a billing from CareOregon.

**V. Representations and Warranties.**

- A. Contractor represents and warrants that Contractor, its agents, or its representatives possess the knowledge, skill, experience, valid licensure, and required insurance necessary to execute this Project in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.

- B. Contractor expressly represents and warrants to CareOregon that Contractor is eligible to participate in and receive Funds pursuant to this Agreement. In so doing, Contractor certifies by entering into this Agreement that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by any CCO's Peer Review Committee; (2) have documented contract and/or compliance issues; or, (3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Contractor was ineligible to receive Funds from CareOregon pursuant to this Agreement, Contractor expressly agrees to promptly repay all such Funds disbursed to it under this Agreement and all funding associated with this Agreement shall be discontinued until Contractor has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

## VI. General Provisions:

- A. **Force Majeure.** Neither CareOregon nor Contractor shall be held responsible for delay or default caused by events outside CareOregon or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Notwithstanding the above, impacts to the Work as a result of the COVID-19 pandemic shall not be considered a Force Majeure event unless such impact is a result of a new restrictive governmental requirement that substantially impacts either party's ability to fulfill the responsibilities under this Agreement.
- B. **Amendments and Waivers.** No amendment, modification, assignment, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
  - 1. Contractor agrees to safeguard all confidential information related to this Project.
  - 2. Both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by the CareOregon Contact or Agreement Contact specified herein will suffice as written approval.
- D. **Agreement Contact.** Contractor agrees that the Agreement Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays in pursuit of this Project. Contractor will notify CareOregon if the Agreement Contact changes.

- E. **Insurance.** Contractor and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry.
- F. **Governing Law and Dispute Resolution.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. The Parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the Parties are unable to resolve the dispute through negotiation and mediation, then upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity, or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the Parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Agreement.
- G. **Indemnity; Defense.** Each Party (“Indemnifying Party”) hereby agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”), its officers, directors, and employees from and against third Party claims, loss, liability, expense (including reasonable attorneys’ fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on the part of Indemnifying Party’s officers, directors, or employees in connection with or arising out of: (a) Work performed under this Agreement; (b) any breach or default in performance of any of Indemnifying Party’s obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either Party, its officers, directors, or employees are made a Party to any action or proceeding by reason of any matter for which the Indemnifying Party has hereby agreed to indemnify the Indemnified Party, then the Indemnifying Party, upon notice from Indemnified Party, shall defend such action or proceeding on behalf of Indemnified Party at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, no defense or settlement shall be made without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. Each Party shall have the right to designate its own counsel if it reasonably believes the Indemnifying Party's counsel is not representing the Indemnified Party’s best interest. This indemnity shall survive termination of this Agreement.
- H. **Compliance and Licensure.** Contractor and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Scope of Work under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from

participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The Parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- I. **Relationship of the Parties.** CareOregon and Contractor are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- J. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- K. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other Party.
- L. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Entire Agreement.** This Agreement and the Exhibits hereto contain a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

Agreed to on behalf of **Oregon Doula Association**

Agreed to on behalf of **CareOregon, Inc.:**

Martha Rivera Canjura  
Signature

DocuSigned by:  
Teresa Learn  
14ECFFDCC9B24DD...  
Signature

Name: Martha Rivera Canjura

Name: Teresa Learn

Title: President

Title: CFO

Date: 3/31/2023

Date: 3/31/2023

Tax ID:  
47-4677798



**Oregon Doula Association**  
**Payment and Notice Address:**

Attention: \_\_\_\_\_

Pay To: \_\_\_\_\_

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

\_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

## **Exhibit A. Scope of Work**

### **I. Obligations of Contractor:**

Contractor agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Contractor and CareOregon.

### **II. Project Description:**

This program will support the doula workforce through workforce development and community engagement. Expanding the doula workforce and supporting doulas to participate in the Traditional Health Worker program will lead to increased access to doula support for CCO members. This project will prioritize and include specific targeting to culturally and linguistically-specific doula providers.

The major components of the project will include the following components:

*Capacity Building for Oregon Doula Association:* This investment will support the Oregon Doula Association to build internal infrastructure and hire staff to support doulas and doula hubs in our service area, including providing increased technical assistance to community-based doulas. 3-year funding for staff positions include:

- Project Administrator (20 hours per week)
- Technical Assistant (10 hours per week)
- Other administrative support (contract oversight, reporting, bookkeeping, payroll)

*Doula Workforce Development:* This investment will support the Doula workforce, particularly for culturally and linguistically diverse communities. Activities include supporting culturally and linguistically diverse community-based Doula providers interested in obtaining and maintaining Traditional Health Worker Doula certification, helping arrange mentoring arrangements for individuals from those communities who want to become doulas by:

- a. Providing support (stipend for transportation and childcare as an example) for Doulas to complete the 3 birth requirements for THW certification, with focus being on the Metro area in years 1 and 2.
- b. Providing technical assistance to doulas and doulas in-training for the THW certification process, billing, and general support.
- c. Continuing education opportunities, including annual statewide doula conference
- d. Engaging doula community through community events, including a minimum of 3 “listening circle” events. At least one of these events will be focused on doulas in the Metro area each year.
- e. Oregon Doula Association marketing campaign

*Technical Assistance:*

- a. Create and hire staff position dedicated to technical assistance
- b. Oregon Doula Association to serve as a resource for technical assistance to doulas and doulas in-training for the THW certification process, billing, and general support
- c. Oregon Doula Association to serve as a resource for technical assistance and support to CCOs around best practices (billing, referral pathways) focusing on supporting the Metro Region in Year One and expanding to additional regions in Years Two and Three.
  1. Oregon Doula Association will support and attend the Doula Workgroup at Health Share
  2. ODA to provide technical assistance to doula hubs that Health Share and partners have contracts with over the span of the contract.
- d. Oregon Doula Association to serve as a resource for perinatal providers around best practices in supporting the utilization of doula services

**III. Project Objectives:**

Objectives of the Project are to:

- A. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
- B. Be grounded in evidence-based criteria issued by recognized professional organizations.
- C. Reduce health disparities among specified populations.
- D. Align with goals of Community Health Improvement Plan.
- E. Address the social determinants of health and health equity (SDOH-E) domain of Education and Social and Community Health
- F. Address the need to provide culturally and linguistically birthing support to members of color.

**Evaluation and Metrics**

Expanded doula workforce available to serve Health Share members (access):

- Increased total number of doulas on the Oregon Traditional Health Worker Registry at the end of each year of contract
- Increased total number of doulas of color reported on the Oregon Traditional Health Worker Registry at the end of each year of contract

Impacted utilization of doulas by Health Share members of color.

- Increased number of doulas available to Health Share's members of color at the end of each year of contract
- Increased number of trained/ mentored doulas from communities of color at the end of each year of contract

Community-based doula hubs billing Health Share health plans for services rendered:

- Increased total number of doula-hub participation in CCO/health plan partnerships

Technical Assistance:

- 400 hours of Technical Assistance provided to doulas annually (10+ hours/week)
- 50 Hours of Technical Assistance provided to CCOs annually (5-10 hours/month)
- 10 Hours of Technical Assistance provided to perinatal providers annually

Workforce Engagement:

- 75+ doulas in attendance at each of 3 annual conferences

#### **IV. Project Deliverables:**

Deliverables of the Project are to:

- A. Increased number of doulas on the Oregon Traditional Health Worker Registry
- B. Increased number of doulas of color reported on the Oregon Traditional Health Worker Registry
- C. Increased ODA membership and engagement of doulas
- D. Creation of educational opportunities for doula professional development: materials, presentations for doulas at events

**V. Eligible Project Expenses:**

Funds shall be exclusively used to partially finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Capacity Building (\$250,000)
  - i. Staffing - \$130,000
  - ii. Doula Stipends - \$120,000
- B. Doula Awareness Campaign (\$250,000)
  - i. Staffing - \$5,000
  - ii. Mentorship - \$60,000
  - iii. Research, Listening Circles - \$35,000
  - iv. Marketing Campaign - \$9,000
  - v. Outreach / Community Engagement - \$15,000
  - vi. Annual Conference - \$60,000
  - vii. Administrative Overhead - \$50,000
  - viii. Incidentals - \$16,000

**Proposed Budget**

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SDOH-E Partner:

Oregon Doula Association  
47-46677798

Program:

Increasing Doula Access; Oregon Doula Association Eligible Project Expenses:

**Project 5: Increasing Doula Access; Oregon Doula Association**

Budget Line Item	SHARE Allocation
Capacity Building	\$250,000
Doula Awareness Campaign	\$250,000
<b>Total Cost</b>	<b>\$500,000</b>

<b>Health Share Budget Proposal</b>				
<b>Line Item</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Project Administrator (\$25/hour up to 20 hrs/week+employee costs)	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00
Technical Assistant \$25/hours up to 10 hrs/week + employee costs	\$15,000.00	\$15,000.00	\$15,000.00	\$45,000.00
Research (listening circles x3 year) (research focused on cohort of doulas that go through Stipends) (birth outcomes)	\$10,000.00	\$10,000.00	\$15,000.00	\$35,000.00
Outreach/Community Engagement	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
Mentorship Partnership (RFP for sub recipients of community-based doula hubs to provide mentorship for community doulas)	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
Doula Stipends (birth attendance) x30 doulas a year (\$350/global birth services x3) + (\$280 for gas, meals, other needs)	\$40,000.00	\$40,000.00	\$40,000.00	\$120,000.00
Oregon Doula Campaign/ Social Media marketing (supplies, print, outreach, distribution)	\$5,000.00	\$2,000.00	\$2,000.00	\$9,000.00
Conference (Event planning, food, venue, etc. liability insurance)	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
Incidentals	\$6,000.00	\$5,000.00	\$5,000.00	\$16,000.00
Administrative Overhead (oversee contract, reporting, meeting attendance with HealthShare, payroll, bookkeeper & accountant) (10%)	\$50,000.00	\$0.00	\$0.00	\$50,000.00
	\$201,000.00	\$147,000.00	\$152,000.00	
				<b>\$500,000.00</b>

## Exhibit B. Compensation

### I. Payment:

CareOregon will pay Contractor an amount not to exceed \$500,000.00 for the Project subject to the terms and conditions of this Agreement. Additional funding to complete the Project is to be obtained from other sources. CareOregon will disburse Funds to Contractor according to the Disbursement Schedule in Section II of this Exhibit B. Upon completion of the Project, Contractor shall return to CareOregon all disbursed Funds not exclusively used to finance Eligible Project Expenses within thirty (30) days.

### II. Disbursement Schedule:

<b>Disbursement</b>	<b>Conditions Precedent to Disbursement</b>	<b>Disbursement Amount</b>
First Disbursement YEAR ONE	Agreement signed by both Parties, and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	\$201,000.00
Second Disbursement YEAR TWO  1/1/2024	Reporting requirements met, and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	\$147,000.00
Third Disbursement YEAR THREE  1/1/2025	Reporting requirements met, and Contractor's delivery of a true and accurate Contribution Installment Certificate to CareOregon	\$152,000.00

**III. Form of Contribution Installment Invoice Certificate**

Prior to disbursement, Contractor will deliver to CareOregon a Contribution Installment Invoice Certificate in substantially the same form as follows:

*In connection with the Agreement between CareOregon Inc. (CareOregon) and Oregon Doula Association (“Contractor”), the undersigned certifies the following in support of its request for the Year One installment of the contribution by CareOregon in the amount of \$ 201,000.00:*

- 1. No default or breach by Contractor exists under the Agreement.*
- 2. The project will be conducted as described in the Agreement.*
- 3. All reports required under the Agreement have been delivered to CareOregon as of the date of this Certificate.*
- 4. All conditions for this Installment as set forth in the Agreement have been met.*
- 5. Any funds previously received from CareOregon have been applied to current expense, or are being held for future expenses, as authorized under the Agreement.*

Signature: Martha Rivera Canjura

Printed Name: Martha Rivera Canjura

Title: President

Date: 3/31/2023



### **Exhibit C. Reporting Requirements.**

- A. Contractor will provide CareOregon quarterly written reports to CareOregon every three (3) months regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Equity impact\*
  2. Expansion of access to services for Health Share/OHP members
  3. Capacity building for Contractor's provision of services
  4. Sustainability plan
  5. Health Share/OHP member experience
- B. Contractor will report out on the progress of the project semi-annually to representatives of the Health Share collaborative at the THW Advisory committee.
- C. From time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including but not limited to progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of CareOregon, Contractor shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Contractor with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to CareOregon's requests for information, records, or reports may, in CareOregon's sole discretion, constitute grounds for repayment of Funds previously paid to the Contractor. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Contractor shall, upon written request, make available to any governmental agency, for CareOregon's compliance with legal or regulatory requirements, all books and records of Contractor that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with the Community Health Improvement plan. As you carry out the work under this Agreement, CareOregon is interested in learning how your work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

**CareOregon**  
**Agreement for the Distribution and Use of SHARE Initiative Funds**

This Agreement for the Distribution and Use of SHARE Initiative Funds (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Oregon Health Care Interpreters Association (“OHCIA”) (“Contractor”) for the time period of April 1, 2023 to December 31, 2025.

Project: Interpreter Services

Agreement Number: SHARE #6

Agreement Contact: Maria Michalczyk

CareOregon Contact: Ifeoma Muoto

Email: mmichalczyk@ohcia.org

E-mail: muotoi@Careoregon.org

**I. Recitals**

- A. This Agreement is being entered into as contemplated by the Letter of Intent sent to Contractor from Health Share of Oregon (“Health Share”) and CareOregon.
- B. CareOregon is an Oregon nonprofit public benefit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. These charitable purposes include ensuring access to health care and improving the health of low-income Oregonians.
- C. Health Share of Oregon (“Health Share”) is a Coordinated Care Organization that has entered into a Health Plan Services, Coordinated Care Organization Contract (“CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- D. Health Share and CareOregon have entered into an Integrated Community Network Participation Contract (“ICN Contract”). As part of the ICN Contract, CareOregon has contracted to support and assist Health Share in the development and implementation of Health Share’s Social Determinants of Health and Equity Spending Program.
- E. In 2020, the Oregon Health Authority developed the Supporting Health for All through REinvestment (SHARE) Initiative, which aims to address social determinants of health, thereby improving Oregon Health Plan Member (“Member”) and community health through reinvestments in upstream factors that impact health.
- F. Health Share, via its contractual relationship with CareOregon, wishes to distribute SHARE initiative funds to community-based organizations pursuing projects focused on addressing health inequities and the social determinants of health and equity (SDOH-E). for target populations. To enable speed of delivery of funds into the community, funding will be overseen by Health Share, but distributed by CareOregon at the direction of Health Share Board and management. Funding will be jointly attributed to CareOregon and Health Share, and the use of these funds will be overseen by designated groups at Health Share.
- G. Contractor is a nonprofit agency with a mission to advance the health care interpreter (HCI) profession to improve health outcomes for our community.
- H. Contractor plans to provide 60-hour training for interpreter certification, support certified interpreters to become state credentialed, provide the 24 continuing education units (CEUs) to maintain credentialing for healthcare interpreters providing services in the state, and offer training for health care providers on working with the interpreters (“Project”).
- I. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to increase access to Language Services for target populations through the provision of Funds by CareOregon to be invested in endeavors executed by Contractor (“Funds”).

- J. Through this Agreement, Health Share, CareOregon, and Contractor endeavor to improve overall Member and community health outcomes and reduce health disparities through payments by CareOregon to be used by Contractor for eligible activities, as set forth in Exhibit A.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:

## **II. Administration/Interpretation of Agreement.**

The Parties agree and understand that the foregoing Recitals, Exhibit A, Exhibit B, and Exhibit C to this Agreement are incorporated herein by reference with the same force and effect as if fully set forth in this Agreement.

For purposes of this Agreement, capitalized words shall have the meaning ascribed herein, unless the context clearly requires otherwise.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions in this Agreement.

## **III. Term and Termination:**

- A. **Term** . This Agreement is effective April 1, 2023 (“Effective Date”) and will terminate December 31, 2025 (“Term”).
- B. **Termination**.
1. The Parties may terminate this Agreement without cause by mutual written agreement.
  2. CareOregon may immediately terminate this Agreement for cause and demand immediate repayment of any unused Funds if:
    - i. The Project is terminated by Contractor;
    - ii. An employee, agent, contractor, or representative of Contractor performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
    - iii. An employee, agent, contractor, or representative of Contractor has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
    - iv. Contractor demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
    - v. Contractor elects to make a material change to the Project such that the fundamental purposes of this Agreement are abandoned.
  3. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Contractor shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Project shall be promptly returned to CareOregon within thirty (30) days. Funds that Contractor has already used or committed to the Project shall not be subject to recovery so long as Contractor responds to reasonable requests from CareOregon for documentation demonstrating that funds have already been used or committed to the Project.

#### **IV. Project Elements.**

- A. **Payment Components.** CareOregon agrees to disburse to Contractor a specified amount of Funds based on a Disbursement Schedule pursuant to Exhibit B of this Agreement and consistent with the terms and conditions of this Agreement.
1. Contractor understands and agrees that it shall use Funds solely for this project and that any costs incurred by Contractor which are not eligible for funding under this Agreement shall be the sole obligation of Contractor.
  2. Contractor understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment throughout and beyond the Term of this Agreement. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.
  3. Contractor shall repay CareOregon all or a percentage of payment received for (1) overpayment of Funds to Contractor; (2) use of Funds by Contractor for any purpose other than the Scope of Work described in Exhibit A of this Agreement; (3) noncompliance with the terms of this Agreement; or (4) for any other reason as specified in this Agreement. If repayment of any amount is due, Contractor shall repay CareOregon such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.
- B. **Scope of Work.** Funds are being granted to Contractor based on the Scope of Work for this Project as described in Exhibit A of this Agreement.
1. Contractor agrees to assume the duties, obligations, rights, and privileges applicable to receiving Funds for this Project, the Description, and Objectives, which are further stipulated in Exhibits A, B, and C to this Agreement.
  2. Contractor shall perform the work required to execute this Project and fulfill the Project's Description and Objectives pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.
- C. **Reporting Requirements/Auditing/Maintenance of Records.**
1. Contractor agrees to prepare and submit reports as further defined in Exhibit C of this Agreement. Contractor must submit all Reports via email to the CareOregon Contact specified.
  2. Notwithstanding any other clause within this Agreement, Contractor shall maintain all receipts for any purchases made with Funds along with any other records that specifically show the use of Funds was in compliance with this Agreement.
  3. CareOregon shall have the right to conduct an audit of Funds paid through this Agreement. Contractor shall make all books, accounting records, and other documents available at the reasonable request of CareOregon and for a period of three (3) years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.
  4. If for any reason CareOregon finds noncompliance with the terms of this Agreement and requires a repayment of Funds previously paid to the Contractor, the Contractor is required to submit such sum or sums within thirty (30) days after receipt of a billing from CareOregon.

#### **V. Representations and Warranties.**

- A. Contractor represents and warrants that Contractor, its agents, or its representatives possess the knowledge, skill, experience, valid licensure, and required insurance necessary to execute this

Project in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.

- B. Contractor expressly represents and warrants to CareOregon that Contractor is eligible to participate in and receive Funds pursuant to this Agreement. In so doing, Contractor certifies by entering into this Agreement that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by any CCO's Peer Review Committee; (2) have documented contract and/or compliance issues; or, (3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Contractor was ineligible to receive Funds from CareOregon pursuant to this Agreement, Contractor expressly agrees to promptly repay all such Funds disbursed to it under this Agreement and all funding associated with this Agreement shall be discontinued until Contractor has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

## VI. General Provisions:

- A. **Force Majeure.** Neither CareOregon nor Contractor shall be held responsible for delay or default caused by events outside CareOregon or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Notwithstanding the above, impacts to the Work as a result of the COVID-19 pandemic shall not be considered a Force Majeure event unless such impact is a result of a new restrictive governmental requirement that substantially impacts either party's ability to fulfill the responsibilities under this Agreement.
- B. **Amendments and Waivers.** No amendment, modification, assignment, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
  - 1. Contractor agrees to safeguard all confidential information related to this Project.
  - 2. Both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by the CareOregon Contact or Agreement Contact specified herein will suffice as written approval.
- D. **Agreement Contact.** Contractor agrees that the Agreement Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant

obstacles or delays in pursuit of this Project. Contractor will notify CareOregon if the Agreement Contact changes.

- E. **Insurance.** Contractor and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry.
- F. **Governing Law and Dispute Resolution.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. The Parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the Parties are unable to resolve the dispute through negotiation and mediation, then upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity, or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the Parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Agreement.
- G. **Indemnity; Defense.** Each Party (“Indemnifying Party”) hereby agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”), its officers, directors, and employees from and against third Party claims, loss, liability, expense (including reasonable attorneys’ fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on the part of Indemnifying Party’s officers, directors, or employees in connection with or arising out of: (a) Work performed under this Agreement; (b) any breach or default in performance of any of Indemnifying Party’s obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either Party, its officers, directors, or employees are made a Party to any action or proceeding by reason of any matter for which the Indemnifying Party has hereby agreed to indemnify the Indemnified Party, then the Indemnifying Party, upon notice from Indemnified Party, shall defend such action or proceeding on behalf of Indemnified Party at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, no defense or settlement shall be made without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. Each Party shall have the right to designate its own counsel if it reasonably believes the Indemnifying Party's counsel is not representing the Indemnified Party’s best interest. This indemnity shall survive termination of this Agreement.
- H. **Compliance and Licensure.** Contractor and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Scope of Work under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The

Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The Parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- I. **Relationship of the Parties.** CareOregon and Contractor are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- J. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- K. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other Party.
- L. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Entire Agreement.** This Agreement and the Exhibits hereto contain a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.



Agreed to on behalf of **Oregon Health Care Interpreters Association**

*Carlos Nunez*

Signature

Name: Carlos Nunez

Title: President

Date: 03 / 30 / 2023

Tax ID: #27-4414937

Agreed to on behalf of **CareOregon, Inc.:**

DocuSigned by:  
*Teresa Learn*

14ECEFDC09B24DD...

Signature

Name: Teresa Learn

Title: chief financial officer

Date: 3/31/2023

**Oregon Health Care Interpreters Association  
Payment and Notice Address:**

Attention: Susana Molano

Pay To: Oregon Health Care Interpreters Association

Remit Address: 9220 SW Barbu Blvd 119-315

City, ST, Zip: Portland, OR 97219

**CareOregon Payment and Notice  
Address:**

Attention: Chief Executive Officer  
CareOregon, Inc.

315 S.W. Fifth Avenue  
Portland, OR 97204

## **Exhibit A. Scope of Work**

### **I. Obligations of Contractor:**

Contractor agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Contractor and CareOregon.

### **II. Project Description:**

This program will increase language access services, improve patient safety, and enhance positive health care outcomes for members with limited English proficiency (LEP). The ultimate goals are to increase the number of credentialed interpreters in Oregon, avoid losing HCIs already in the state registry, and improve the quality of health care for LEP members.

The major components of the project will include the following components:

#### *Health Care Interpreter Training*

- Offering the 60-hour health care interpreter training course to new students who are committed to obtaining their qualification/certification with the state. OHCIA and CareOregon will make good faith efforts to socialize this offering within their networks.

#### *State Credentialing*

- Following students with an assigned case manager from entry of the training program all the way through credentialing.
- Reaching out to those credentialed HCIs and guiding them through the recredentialing process.

#### *Continuing Education*

- Offering CEUs to credentialed HCIs.

#### *Case management*

- Providing HCI case management services for those individuals identified as the best candidates to receive follow-up, mentoring, financial support assistance and assistance through the certification and credentialing process. E.g., individuals representing languages with higher interpreter needs, individuals residing in rural communities but providing interpreter services in the Metro region.

#### *Health Care Interpreter Services Needs Assessment*

- Facilitate and convene interpreter workforce, language service providers, to assess interpreter workforce gaps and provide recommendations.
- Facilitate assessment of interpretation needs among Health Share member groups and clinical provider networks in the Health Share collaborative including physical health, behavioral health, oral health, and social health providers. Provider spaces for this

activity to be arranged by CareOregon in collaboration with Health Share and Health Share partners.

*Health Care Provider Training*

- Provide training for the Health Share/CO provider network on “working with interpreters” and on the importance of utilizing trained/certified interpreters. Provider spaces for this activity to be arranged by CareOregon in collaboration with Health Share and Health Share partners.

**III. Project Objectives:**

Objectives of the Project are to:

- A. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
- B. Be grounded in evidence-based criteria issued by recognized professional organizations.
- C. Reduce health disparities among specified populations.
- D. Align with goals of Community Health Improvement Plan.
- E. Address the social determinants of health and health equity (SDOH-E) domain of Education and Social and Community Health
- F. Address the need to increase language access for members with LEP.

**Evaluation and Metrics**

Outcomes will be measured and evaluated using the following Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable goals:

By the end of each year of the contract OHCIA will

- 50 individuals receiving the 60-hour HCI training each year of the contract.
- 50 HCI’s credentialed and added to the state registry each year of the contract.
- 70 credentialed HCIs completing the required 24-hour continuing education units (CEUs) each year of the contract.
- At least 1 training exercise conducted for each health system partner in the HSO collaborative.
- A written recommendation to guide future efforts increase equitable access to HCI services in the Metro region based on the findings from the needs assessment across stakeholders.

**IV. Project Deliverables:**

Deliverables of the Project are to:

- A. Increase # of individuals receiving HCI training who provide services in the Metro region.
- B. Increase the # of HCIs credentialed by the state.
- C. Increase access to required CEUs for HCIs
- D. Identify gaps in access to, utilization of, and ability to provide HCI services from various stakeholder perspectives.
- E. Provide recommendations for future efforts in this area.

**V. Eligible Project Expenses:**

Funds shall be exclusively used to finance the following Eligible Project Expenses:

Line Item	Year 1	Year 2	Year 3	Total
<b>Consulting and Personnel</b>				
<b>Project Manager</b> 5 hours per week \$45/hour for 52 weeks	\$11,700.00	\$11,700.00	\$11,700.00	\$35,100.00
<b>Administrative Assistant</b> 10 hours per week \$30/hour for 52 weeks (Researcher/writer/analyst) Research (listening circles x3 year) (research focused on cohort of interpreters that go through interpreter training) (workforce development) Outreach/Community Engagement	\$15,600.00	\$15,600.00	\$15,600.00	\$46,800.00
<b>Case Manager</b> 20 hours per week \$30/hour for 52 weeks For recruiting and mentoring, following Health Care Interpreting students/participants	\$31,200.00	\$31,200.00	\$31,200.00	\$93,600.00
<b>Consultant</b> 5 hours per week \$50/hours for 20 weeks	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
	<b>\$63,500.00</b>	<b>\$63,500.00</b>	<b>\$63,500.00</b>	<b>\$190,500.00</b>
<b>Components:</b>				
<b>HCIs Training, Credentialing, Continuing Education Units and Health Care Provider Training</b>				
<b>60-hours HCI Training Expenses</b> 60 hour health care interpreter training for Y1- 50 students/year up to *\$585/class; Y2- 50 students/year *\$644/class; Y3-50 students/year *\$644/class (* up to approx.)	\$29,250.00	\$32,200.00	\$32,200.00	\$93,650.00
<b>Credentialing Expenses</b> Language proficiency test for English and target language, translation of diplomas etc. for Y1- 50 HCIs up to *\$200 per person; Y2- 50 HCIs up to *\$200 per person; Y3-50 HCIs up to *\$200 per person; (* approx.)	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
<b>Continuing Education Units Expenses</b> CEUs offering for Y1- 70 HCIs up to *\$390 per person; Y2- 70 HCIs up to	\$27,300.00	\$27,300.00	\$27,300.00	\$81,900.00

*\$390 per person; Y3-70 HCIs up to *\$390 per person; (* approx.)				
<b>Health Care Provider Training HSO/CO</b> Online on demand training program	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
	<b>\$71,550.00</b>	<b>\$74,500.00</b>	<b>\$74,500.00</b>	<b>\$220,550.00</b>
<b>Support Expenses for participants with financial hardship</b>				
Child Care Voucher for 20 students/year x \$100	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Technology Support Voucher for 20 students/year x \$100	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Unexpected Expenses for 60 students/year up to \$100	\$6,000.00	\$6,000.00	\$6,000.00	\$18,000.00
	<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$30,000.00</b>
<b>Outreach/Community Engagement expenses</b>				
Outreach expenses	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Conference (Event planning, food, venue, liability insurance, free training, outreach)	\$12,000.00	\$12,000.00	\$11,000.00	\$35,000.00
Supplies, print, distribution	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$14,000.00</b>	<b>\$44,000.00</b>
<b>Support Expenses</b>				
Administrative Overhead (oversee contract, reporting, meeting attendance with Health Share, bookkeeper & accountant) (10%)	\$12,500.00	\$12,500.00	\$12,500.00	\$37,500.00
Incidentals	\$816.00	\$816.00	\$818.00	\$2,450.00
	<b>\$13,316.00</b>	<b>\$13,316.00</b>	<b>\$13,318.00</b>	<b>\$39,950.00</b>
	<b>Year 1 \$173,366.00</b>	<b>Year 2 \$176,316.00</b>	<b>Year 3 \$175,318.00</b>	<b>Total \$525,000.00</b>

## Exhibit B. Compensation

### I. Payment:

CareOregon will pay Contractor an amount not to exceed \$525,000.00 for the Project subject to the terms and conditions of this Agreement. Additional funding to complete the Project is to be obtained from other sources. CareOregon will disburse Funds to Contractor according to the Disbursement Schedule in Section II of this Exhibit B. Upon completion of the Project, Contractor shall return to CareOregon all disbursed Funds not exclusively used to finance Eligible Project Expenses within thirty (30) days.

### II. Disbursement Schedule:

<b>Disbursement</b>	<b>Conditions Precedent to Disbursement</b>	<b>Disbursement Amount</b>
First Disbursement YEAR ONE	Agreement signed by both Parties, and Contractor's delivery of a true and accurate Contribution Installment Invoice Certificate to CareOregon	\$173,366.00
Second Disbursement YEAR TWO  1/1/2024	Completion of all reporting requirements, and Contractor's delivery of a true and accurate Contribution Installment Invoice Certificate to CareOregon	\$176,316.00
Third Disbursement YEAR THREE  1/1/2025	Completion of all reporting requirements, and Contractor's delivery of a true and accurate Contribution Installment Invoice Certificate to CareOregon	\$175,318.00

**III. Form of Contribution Installment Invoice Certificate**

Prior to disbursement, Contractor will deliver to CareOregon a Contribution Installment Invoice Certificate in substantially the same form as follows:

*In connection with the Agreement between CareOregon Inc. (CareOregon) and Oregon Healthcare Interpreters Association (“Contractor”), the undersigned certifies the following in support of its request for the first/year one installment of the contribution by CareOregon in the amount of \$ 173,366.00:*

- 1. No default or breach by Contractor exists under the Agreement.*
- 2. The project will be conducted as described in the Agreement and any Amendments to the Agreement as agreed upon by the Parties.*
- 3. All reports required under the Agreement have been delivered to CareOregon as of the date of this Certificate.*
- 4. All conditions for this Installment as set forth in the Agreement have been met.*
- 5. Any funds previously received from CareOregon have been applied to current expense, or are being held for future expenses, as authorized under the Agreement.*

Signature: Carlos Nunez

Printed Name: Carlos Nunez

Title: President

Date: 03 / 30 / 2023

### **Exhibit C. Reporting Requirements.**

- A. Contractor will provide CareOregon semi-annual written reports to CareOregon every six (6) months regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Equity impact\*
  2. Expansion of access to services for Health Share/OHP members
  3. Capacity building for Contractor's provision of services
  4. Sustainability plan
  5. Health Share/OHP member experience
- B. Contractor will report out on the progress of the project semi-annually to representatives of the Health Share collaborative at the Cultural Humility and Equity Workgroup (CHEW). This group comprises health equity representatives the HSO collaborative partners.
- C. Contractor will meet monthly with CareOregon to monitor the progress of this work and work collaboratively to keep the project on track and in line with the desired outcomes, deliverables, and objectives.
- D. From time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including but not limited to progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of CareOregon, Contractor shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Contractor with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to CareOregon's requests for information, records, or reports may, in CareOregon's sole discretion, constitute grounds for repayment of Funds previously paid to the Contractor. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- E. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Contractor shall, upon written request, make available to any governmental agency, for CareOregon's compliance with legal or regulatory requirements, all books and records of Contractor that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with the Community Health Improvement plan. As you carry out the work under this Agreement, CareOregon is interested in learning how your work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial



equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

**HEALTH SHARE OF OREGON  
STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Public Health Institute (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

**RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

**AGREEMENT**

**1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$1,500,000.00 (One Million Five Hundred Thousand Dollars and Zero Cents) to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

**2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget in Exhibit B of this agreement. Furthermore, Counterparty will use the investment funds

exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

**2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

**3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.

**3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

**3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **October 31, 2024** (the "Term Date").

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Brendon Bassett  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
bassettb@healthshareoregon.org

**Public Health Institute:**

Public Health Institute  
Attn: Darneshia Blackmon  
555 12<sup>th</sup> Street, Suite 600  
Oakland, CA 94607  
dblackmon@phi.org

**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Public Health Institute**

DocuSigned by:  
By: Mindy Stadlander  
CD07E4FA3661448...

DocuSigned by:  
By: Dee Blackmon  
E767F4AEC65E49F...

Print Name: Mindy Stadlander

Print Name: Darneshia Blackmon

Title: Interim CEO

Title: Director, Bid & Proposal

Date: 6/23/2023

Date: 6/23/2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** The following defined terms apply to this Section:
  - a. "Software" includes any software that Counterparty develops, creates, modifies, or purchases in connection with the activities described in the Statement of Work.
  - b. "Work Product" means the documentation, reports, technical assistance materials and other work product, that Counterparty creates and delivers to Health Share in performance of the activities described in the Statement of Work. For avoidance of doubt, Work Product does not include Software.

As between Health Share and Counterparty, Counterparty is the sole and exclusive owner of all Software and Work Product. Counterparty hereby grants to Health Share an irrevocable, worldwide, royalty-free license to use the Work Product for internal noncommercial purposes. Counterparty agrees to make such Work Product available to third parties under similar licensing terms.

6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:
- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
  - b. For clinical records, seven (7) years following the date of service.
  - c. The retention period specified in this Agreement for certain kinds of records.
  - d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
  - e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance

Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

10. **Indemnity.** As between Health Share and Counterparty, each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation. Neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
11. **Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
12. **Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
14. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
15. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations



by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.

- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.
- 17. Representations and Warranties.**
- a. Counterparty represents and warrants to Health Share that:
    - i. Counterparty has the power and authority to enter into and perform this Agreement.
    - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
    - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
    - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
    - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
  - b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 18. Independent Status of Counterparty.**
- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
  - c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
  - d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share.

Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

19. **Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
20. **Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.
21. **Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
  - a. In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i. Counterparty will remain responsible for all obligations under this Agreement.
    - ii. Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii. Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b. Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
22. **Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
  - a. Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b. If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:

Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.

- c. If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
- d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
- e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.

- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

The 2022 Healthy Columbia Willamette Collaborative Community Health Needs Assessment highlighted a regional shortfall of \$140,638,164 in resources needed address the food insecurity gap, and a large increase in food insecurity and burdens to accessing culturally specific nutrition specifically for communities of color, immigrants, refugees, seniors, migratory and seasonal agricultural and farmworkers, and individuals and families at risk of or experiencing houselessness.

In response, Health Share of Oregon's Board approved the Community Advisory Council's recommended \$1.5 million investment to provide operational support for culturally specific organizations and those serving diverse community members who are being under-served by our current system, as well as capacity building for those same organizations, to help develop longer term strategies and solutions to address food access.

Health Share is contracting with the Public Health Institute (PHI) to establish a strategic partnership with its fiscally-sponsored program, Oregon Public Health Institute (OPHI) starting with pass-through grantmaking services for this \$1.5 million investment. This approach is designed to support and strengthen Health Share's network of community-based organization (CBO) partners as it prepares to participate in waiver-funded activities while also reducing the administrative burden of grantmaking on Health Share directly. Health Share is contracting with the **Oregon Public Health Institute (OPHI)** (fiscally sponsored by Public Health Institute) to establish a strategic partnership, starting with pass-through grantmaking services for this \$1.5 million investment. This approach is designed to support and strengthen Health Share's network of community-based organization (CBO) partners as it prepares to participate in waiver-funded activities while also reducing the administrative burden of grantmaking on Health Share directly.

Health Share acknowledges culturally-specific CBOs and other CBOs serving communities that experience health inequity are essential partners in building health equity, but that these organizations are often resource-constrained, experience barriers to receiving capacity-building investments, and experience cash flow challenges in cost reimbursement-based awards. Via this partnership with OPHI, Health Share seeks to invest in the capacity of CBOs, mitigate CBO cash flow challenges, and avoid burdensome grant reporting requirements for CBOs.

#### **OPHI scope of work:**

- Receive funds for grantmaking program from Health Share on or before required deadline for disbursement of funds.

- With Health Share, design a funding opportunity that is consistent with Health Share’s program goals.
- Plan and implement an accessible open call for the funding opportunity, offering language supports, multiple methods of submission, information sessions, and other support for prospective grantees.
- With Health Share, implement a standardized application review process to select proposals for funding and notify applicants of decisions.
- With successful applicants, craft work plans for grant-funded activities consistent with grantee and Health Share’s program goals.
- Efficiently execute grant agreements with CBO grantees, providing technical assistance and access supports throughout the process.
- Distribute funds to grantees according to payment schedule specified in award.
- Directly or through consulting partners, provide training and technical assistance to grantees, including capacity-building supports and/or project-specific/topical support.
- Maintain consistent communication with grantees to support achievement of work plan goals, growth in organizational capacity, and compliance with award requirements.
- Maintain consistent communication with Health Share throughout the program, including reporting on program and grantee progress at agreed-upon intervals throughout the contract period.
- Provide periodic and final reports of program outcomes to HSO upon completion of the program.

**III. Project Objectives:**

Objectives of the Project are to:

- A. Co-create and implement an equitable grantmaking process to select community-based organization (CBO) grantees for funding and achieve the stated goals of the investment,
- B. Provide direct support to grantees in expanding service operations and growing organizational capacity,
- C. Support and strengthen Health Share’s network of CBO partners as it prepares to participate in waiver-funded activities while also reducing the administrative burden of grantmaking on Health Share directly.

**Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. SHARE Funding distributed in alignment with OHA guidelines and Health Share’s funding goals.
- B. Number of Community-Based Organizations Funded

- C. Training and Technical Assistance Provided to CBOs
- D. CBO organizational capacity goals (mutually agreed on with grantees after funding)

**IV. Project Deliverables and Timeline:**

Deliverable	Due Date
Design a funding opportunity that is consistent with Health Share's goals, including an accessible open call for the funding opportunity, offering language supports, multiple methods of submission, information sessions, and other support for prospective grantees.	8/1/23
Implement a standardized application review process to select proposals for funding and notify applicants of decisions.	8/30/23
Award 20-25 total CBO grants ranging in size from \$50,000-\$100,000 with grant periods of 12 months.	9/30/23
Efficiently execute grant agreements with CBO grantees, providing technical assistance and access supports throughout the process.	10/1/23 – End of project period
Provide progress reports	Per reporting schedule below

**V. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Expansion and capacity-building for food-related efforts
- B. Organizational capacity-building to include administration of food-related grants to CBOs

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty the amount of \$1,500,000 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Payment Schedule in Section II of this Exhibit B.

### II. Payment Schedule:

Disbursement	Conditions for Payment	Payment Amount
First Payment	<ul style="list-style-type: none"> <li>• Executed Agreement signed by both Parties;</li> <li>• Current W-9</li> <li>• Invoice (per Invoicing Section III of this exhibit B)</li> </ul>	\$500,000.00
Second Payment	<ul style="list-style-type: none"> <li>• Invoice (per Invoicing Section III of this exhibit B)</li> <li>• Submission of semi-annual report (per Exhibit C: Reporting Requirements) due by 1/15/24</li> </ul>	\$500,000.00
Third Payment	<ul style="list-style-type: none"> <li>• Invoice (per Invoicing Section III of this exhibit B)</li> <li>• Submission of semi-annual report (per Exhibit C: Reporting Requirements) due by 7/15/24</li> </ul>	\$500,000.00

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share per Section II Payment Schedule of this Exhibit B. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the period for which Counterparty is seeking reimbursement. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org) and copied to [tafollam@healthshareoregon.org](mailto:tafollam@healthshareoregon.org) and [myintp@healthshareoregon.org](mailto:myintp@healthshareoregon.org).
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information



**IV. Budget:**

**Public Health Institute**

Project Name: Culturally-Specific Food Capacity Building

Funded Amount: \$1,500,000.00

Funding Period: 7/1/2023 - 10/31/2024

Health Share Project Code: 330722

Spending Category	Purpose of Funding	Amount
Food	Funding to CBOs for expansion and capacity-building of culturally-specific food-related efforts including: food pantries, mobile food distribution efforts, direct food support to individuals + families of priority communities, and shelter distributed meals	1,121,000.00
Organizational capacity building	Funds to build organizational capacity, including program administration costs related to administering food-related grants to CBOs	379,000.00
Subtotal		1,500,000.00
<b>TOTAL FUNDED AMOUNT</b>		<b>\$ 1,500,000.00</b>

### **Exhibit C: Reporting Requirements**

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes/objectives
- B. Progress report(s) shall be delivered to Health Share on the following timeline:
1. Jan. 15, 2024: Progress Report 1 (6 month)
  2. Jul. 15, 2024: Progress Report 2 (12 month)
  3. Dec. 6, 2024: Final Report

Reporting Period	Report Due
Jul. 2023 – Dec. 2023	Jan. 15, 2024
Jan. 2024 – Jun. 2024	Jul. 15, 2024
Project Period (Jul. 2023 – Oct. 2024)	Dec. 6, 2024

- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work Health Share is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, people with disabilities and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

## HEALTH SHARE OF OREGON STRATEGIC INVESTMENT SERVICES AGREEMENT

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Community Development Corporation of Oregon (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

### RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

### AGREEMENT

#### 1. Investment.

- 1.1 **Amount.** Health Share invests the amount of \$1,000,000.00 (One Million Dollars and Zero Cents) to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 **Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 **Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

#### 2. Use of Investment Funds.

- 2.1 **Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

- 2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

**3. Reporting and Recordkeeping.**

- 3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.
- 3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.
- 3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.
- 3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **September 30, 2024** (the "Term Date").
- 3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Cristina Castaño  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
castanoc@healthshareoregon.org

**Rockwood CDC**

Community Development Corporation of  
Oregon  
Attn: Brad Ketch  
4233 SE 182<sup>nd</sup> Ave, PMB 367  
Gresham, Oregon 97030  
bketch@rockwoodcdc.org

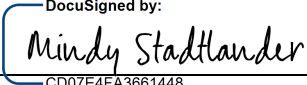
**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Community Development Corporation of Oregon**

By:   
CD07E4FA3661448...

By: 

Print Name: Mindy Stadlander

Print Name: Brad Ketch

Title: Interim CEO

Title: Chief Executive Officer

Date: 6/18/2023

Date: June 12, 2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
  
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
  
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of



Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
- b. For clinical records, seven (7) years following the date of service.
- c. The retention period specified in this Agreement for certain kinds of records.
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference.

Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

**17. Representations and Warranties.**

- a. Counterparty represents and warrants to Health Share that:
  - i. Counterparty has the power and authority to enter into and perform this Agreement.
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
  - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
  - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Counterparty.**

- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
- c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
- d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share. Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

**19. Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

**20. Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or

transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i.** Counterparty will remain responsible for all obligations under this Agreement.
    - ii.** Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii.** Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
- 22. Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
- a.** Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b.** If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:  
  
Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
  
setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
  - c.** If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
  - d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
  - e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## Exhibit A: Statement of Work

### I. Obligations of Counterparty:

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### II. Project Description:

This investment will support Community Development Corporation of Oregon (CDCO) renovate their Project Turnkey property, a 75-unit facility, which was acquired with funding provided by the Oregon Community Foundation. SHARE funding will be used to support the renovations of this hotel.

This program addresses the SDOH-E domains of: Neighborhood and Built Environment, Economic Stability, and Housing by addressing housing insecurity through the creation of new low-barrier housing units; Social and Community Health through capacity building investments in CBOs serving individuals that are not well connected to the health care system due to issues such as past trauma with health systems, mixed family immigration statuses, or lack of a culturally and linguistically appropriate workforce; and Equity through investments in BIPOC-led organizations that are committed to the CCO's role of addressing health equity.

BACKGROUND: CDCO is a BIPOC-led organization with a mission as follows;

“We provide pathways for moving from poverty to prosperity by: Expanding the supply of decent housing; Supporting economic development; Increasing access to healthcare and encouraging healthy behavior; Creating and sustaining public-private partnerships; and, Aligning the strategies and resources of the educational, faith-based, governmental, capital, social service, business and healthcare sectors.”

Rockwood is the most rent burdened neighborhood in Multnomah County, and its 40,000 residents have a life expectancy that is ten years shorter than other parts of the Portland Metro area. Overall, CDCO's programs reach approximately 8,000 East County residents annually, with 92% of those served representing BIPOC communities. CDCO has demonstrated success with their first Turnkey program, transitioning 760 individuals (150 families) to permanent housing since opening their doors in July of 2021. A high percentage of Turnkey participants are Medicaid members.

In order to support readiness for the implementation of new HRSN benefits, Health Share identified CDCO, as a community-based organizations currently operating successful housing programs. Transitional housing has been identified through the Health Share Housing Pilot as a critical resource in the continuum of housing supports that ultimately lead to stable, permanent housing. This grant is intended to increase the availability of non-congregate transitional housing units in a neighborhood with a high poverty rate and high volume of Medicaid members.

Specific activities include:

- Oversee building renovations and upgrades.
- Facilitate Development, execution, and oversight of contracts with the identified CBOs for capacity building.
- Administrative duties.
- Document actions and outcomes accordingly.

### III. Project Objectives:

Objectives of the Project are to:

- A. Oversee renovations and upgrades of 65 rooms at Rockwood Tower with new kitchenettes, plumbing, flooring, and appropriate furniture.
- B. Initiate and or secure continuity of contracts with local culturally inclusive CBO service providers in preparation for operating resident services.
- C. Improve access to culturally inclusive and culturally specific housing and direct services to residents and Medicaid members.

### Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Provide Health Share with semi-annual (twice per year) written programmatic updates sharing assessment of overall building renovations and progress, lessons learned and areas of focus for the next quarter, including:
  - Number of units added/renovated.
  - Number of houseless persons and asylum seekers accessing transitional housing units
  - Number of houseless persons and asylum seekers accessing supportive services.
- B. Semi-annual (twice per year) report with growth in network volume, healthcare, and behavioral health services, including:
  - Increased number of contracts with culturally inclusive and culturally specific service providers
  - Case volume by service type using deidentify data.
- C. If possible, any stories from staff and members on the impact of this program.

#### IV. Project Deliverables and Timeline:

Deliverable	Due Date
50% Renovations of the property completed	3/15/24
First semi-annual report submitted to Health Share	4/15/24
100% Renovations of the property completed	9/31/24
Final semi-annual report submitted to Health Share	10/31/2024

#### V. Health Equity, Health Disparities, and Community Engagement:

##### 1. Health Equity and Health Equity Impact:

CDCO is a BIPOC-led organization with a mission as follows; “We work in Oregon’s poorest community to help provide pathways for Rockwood residents to move from poverty to prosperity.” This project will help expand the supply of affordable housing in Rockwood”. We improve health equity by addressing barriers to healthcare access, education, social determinants of health, cultural competency, community engagement, and community health worker programs, and directly addressing systemic racial bias as follows:

- Accessible Healthcare: OHP enrollment, health screening, and mobile clinics to improve healthcare access in underserved communities.
- Health Education in Marginalized Communities: health education programs on topics like preventive care, nutrition, mental health, and disease management in marginalized communities.
- Maternal and Child Health Programs: improve maternal and child health outcomes, including increased access to prenatal care, better nutrition during pregnancy, and safe housing.
- Addressing Social Determinants of Health: strategies to address social factors like poverty, education, housing, and employment that impact health outcomes.
- Culturally Competent Healthcare Services: healthcare services that respect and address the unique needs and beliefs of diverse populations.
- Community Health Worker Programs: program that provides outreach, education, and support to underserved communities through community health workers; Systemic Racial Bias: Building bridges to the City of Gresham, Multnomah County Public Health and our local FQHC’s; building the capacity of culturally-specific Community Based Organizations; hiring minority contractors to do construction and maintenance.

## 2. Health Disparities

Rockwood is the most rent burdened neighborhood in Multnomah County, and its 40,000 residents have a life expectancy that is ten years shorter than other parts of the Portland Metro area. Overall, CDCO's programs reach approximately 8,000 East County residents annually, with 75% of those served representing BIPOC communities.

We are delivering a comprehensive set of services that are supportive of our clients attaining transitional housing and better health outcomes. These services are free to our clients. To achieve this successful pathway structure, we have four dedicated staff people (in addition to building security and maintenance). They are two Housing Specialists two Certified Community Health Workers work for our East County Community Health unit. Between these four and our collaborative partners, the following services are delivered:

- Screening for a wide variety of physical and mental health disorders
- Patient support and client assistance
- Goal setting for achieving permanent housing
- We are OHP assisters, and sign up eligible residents
- Assistance finding an apartment. So far, everyone who has wanted one has gotten one
- Credit repair
- Drowning prevention and water safety
- We pay old utility bills
- Criminal history expungement
- Bankruptcy support
- computer literacy and homework support
- ESL classes
- arrange for mobile dental van
- arrange for COVID vaccine clinics (now discontinued)
- We pay first and last month's rent, and security deposit
- Nutrition classes
- checking account
- Rent-Well classes
- 3 hot meals per day for everyone
- Prep and coaching for job interviews
- Visit the appropriate non-profit that gives clothes and grooming for employment
- We will transport a client to a job interview transportation

CDCO staff is tracking activities and outcomes using a data dashboard. Appropriate information is maintained in the Multnomah County Homeless Management Information System (HMIS). Additional data reporting will be done per Health Share request.

## 3. Community Engagement

CDCO's core strategy is to coordinate and build the capacity of people, businesses, and groups. Since 2013 they have been listening, learning, and building bridges by working hard to lift-up, sustain, and amplify local leaders as they build a coalition that provides pathways from poverty to prosperity.

At the Rockwood Tower, more than 20 community collaborators work together to provide wraparound services. Many of these organizations are culturally-specific, and all of them are culturally-responsive.



CDCO pays for these services when the organization is not already funded to provide them. The CDCO team convenes these service providers monthly in formal collaborative meetings. Results are reported back to these collaborators and plans are developed to improve service delivery.

## **VI. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Exhibit B: Compensation, Section IV Budget of this agreement:

- A. Housing: Renovations and increased access: \$820,000.00
- B. Organizational capacity building: \$180,000.00

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$1,000,000 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Disbursement Schedule in Section II of this Exhibit B.

### II. Disbursement Schedule:

Disbursement	Conditions for Disbursement	Disbursement Amount
First Disbursement	<p>Executed Agreement signed by both Parties;</p> <p>Current W-9</p> <p>Invoice (per Invoicing Section III of this exhibit B) for a prospective payment in the amount of \$500,000. This invoice may be sent to Health Share upon execution of this agreement.</p>	\$500,000.00
Second Disbursement	<p>Invoice (per Invoicing Section III of this exhibit B) for the remaining balance of \$500,000. This invoice may be sent to Health Share upon submission of the first semi-annual report due April 15, 2024.</p> <p>Submission of semi-annual report due by April 15, 2024, as described in the Exhibit C: Reporting Requirements of this Agreement.</p>	\$500,000.00

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share according to the Disbursement Schedule in Section II of this Exhibit B. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org) and copied to [castanoc@healthshareoregon.org](mailto:castanoc@healthshareoregon.org)
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

### IV. Budget:

Rockwood Community Development Corporation

Project Name: Project Turnkey

Funded Amount: \$1,000,000

Funding Period: 7/1/2023-9/30/2024

Health Share Project Code: 330822

Funding Category	Description/Purpose	Amount
Housing	Funds to support renovations of a 75-unit hotel facility into low-barrier housing units. Increased access to culturally inclusive and culturally specific housing and direct services to residents and Medicaid members.	820,000.00
Organizational capacity building	Funds to support contract administration and indirect administrative expenses for organizational capacity building.	180,000.00
Subtotal		1,000,000.00

**TOTAL FUNDED AMOUNT** \$ 1,000,000.00

### Exhibit C: Reporting Requirements

A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:

1. Expansion of access to services for Health Share/OHP members
2. Capacity building for Contractor's provision of services
3. Health Share/OHP member experience
4. Equity impact\*
5. Sustainability plan
6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives.

B. Progress report(s) shall be delivered to Health Share on the following timeline:

1. Progress Report 1: April 15, 2024
2. Progress Report 2: October 31, 2024

Reporting Period	Report Due
October 2023 – March 2023	April 15, 2024
March 2024 – September 2024	October 31, 2024

C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.

D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work CareOregon is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism.
- Increasing organizational capacity to address racial equity.
- Training and education about racial equity to support programmatic development.
- Community engagement and partnership

**HEALTH SHARE OF OREGON  
STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and 211info (“Counterparty”) is entered into and effective as of the date of May 1, 2023 (the “Effective Date”).

**RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

**AGREEMENT**

**1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$509,000.00 (Five Hundred Nine Dollars and Zero Cents), to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit monthly or quarterly invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

**2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

**2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

**3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.

**3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

**3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **April 30, 2025** (the "Term Date").

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Graham Bouldin  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

**211info**

211info  
Attn: Dan Herman  
7535 NE Ambassador Place  
Portland, Oregon 97220

**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.


*[signature page follows]*



The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**211info**

By: DocuSigned by:  
  
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By: 

Print Name: Mindy Stadlander

Print Name: Dan Herman

Title: Interim CEO

Title: CEO

Date: 3/28/2023

Date: 3/29/2023

**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
  - c. By Health Share, upon 90 days by written notice if Counterparty receives outside funding from the State of Oregon or another source of at least \$1,000,000 per year for the same or similar purposes as the funding from this agreement such that the essential purpose of this agreement fails or becomes redundant.
  
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
  
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
  
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
  
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
  
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:
- For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
  - For clinical records, seven (7) years following the date of service.
  - The retention period specified in this Agreement for certain kinds of records.
  - The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
  - Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive

orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual

orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

**17. Representations and Warranties.**

- a. Counterparty represents and warrants to Health Share that:
  - i. Counterparty has the power and authority to enter into and perform this Agreement.
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
  - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
  - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Counterparty.**

- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
- c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
- d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share. Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

- 19. Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

- 20. Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.
- 21. Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
- i.** Counterparty will remain responsible for all obligations under this Agreement.
  - ii.** Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
  - iii.** Counterparty will supply Health Share with a copy of each sub-investment upon request.
- b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
- 22. Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
- a.** Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
- b.** If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:
- Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201
- setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
- c.** If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
- d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
- e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.



## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

This service agreement by and between Health Share of Oregon (Health Share) and 211info is made for the purpose of sustaining and expanding the role of 211info as a “Coordination Center” within the Connect Oregon network - serving communities in Oregon and SW Washington through referrals from multiple network partners and self-referral forms on the Connect Oregon (Unite Us) platform and 211info website. This project addresses all SDOH-E domains by supporting investment in Community Information Exchange (CIE) which helps individuals and families connect to resources to support their health and wellness such as food boxes (Economic Stability), rent support (Housing), access to early childhood education (Education), and more. As a trusted partner of CBOs, the 211info Coordination Center fills a gap in support for the community and links patients/clients to needed resources in conjunction with the Connect Oregon network.

Under this agreement, 211info will provide dedicated staffing and supervision to deliver social care navigation and support client service episodes between clinical and social service providers on behalf of Health Share and its health system partners. These services are provided by staff who are trained in trauma-informed and culturally responsive approaches; possess deep understanding of the principles of health equity and social determinants of health; receive specialized training and understanding of internal programs at CCOs and Health Systems; and are positioned to assist with Metro-region community outreach and engagement needs in support of network growth and expansion.

**Scope of Work and Core Responsibilities:**(See detailed descriptions in Appendix A)

#### **1. Process, facilitate, and monitor network referrals and requests for services.**

Referrals can come to the Coordination Center from other network partners as a network referral or through self-assistance requests forms, phone calls or other 211info internal channels.

##### **Key expectations:**

- Respond to referrals/request for services within the time frame outlined in Unite Us network standards
- Follow up with providers that 211info has referred to, ensure referrals are accepted and cases are closed
- Document actions and outcomes accordingly

#### **2. Manage Out of Network (OON) Cases**

##### **Key expectations:**

- When an OON case is created, the Coordination Center follows up to determine the client’s desire to move forward with further case coordination, and eventually close the case once the



Coordination Center learns whether or not the client was connected to services.

- Each time the Coordination Center closes a case, data is entered to provide a better picture of the network as a whole.

### **3. Support Network Growth**

#### **Key expectations:**

- Collaborate with Unite Us and Health Share on outreach to CBOs to join and actively use Connect Oregon and build available resources in the network - including analysis of utilization and OON referral trends to identify receptive CBOs to cultivate for onboarding.
- Collaborate with Health Share and Unite Us on community engagement, including attending and participating in community events, strategy session or similar events.
- Advocate for Connect Oregon in community events, press conferences and Collateral.
- Participate in and contribute leadership/expertise to Connect Oregon governance as appropriate.
- Collaborate with network partners to refine and optimize referral flows

### **4. Administrative Duties/Staff Development**

#### **Key Expectations:**

- Provide Coordination Center coverage from 8am-6pm, Monday-Friday.
- Ensure Coordination Center staff participate in trainings provided by Unite Us to become well-versed in technological, operational, and functional requirements and expectations.
- Ensure Coordination Center staff participate in trainings and learning sessions about available resources, benefits and programs that will enhance ability to connect individuals to appropriate services and supports.
- Report regularly to local Connect Oregon governance structure(s) and relevant Health Share committees (as requested) regarding progress, challenges, and network gaps or needs.
- Work collaboratively with Health Share representatives, Unite Us staff members, network partners, and other stakeholders as needed to address concerns or process improvement needs.
- Maintain required records and database information for clients in Unite Us software platform.

### **5. Mutual Strategic Support (Health Share and 211info):**

#### **Key Expectations:**

- 211info will provide a monthly data feed of full 211info resource directory for region served – to be used in assessing resource gaps, guiding partnership development with community organizations, and informing additional strategic investment in health-related social care.
- 211info Community Engagement Coordinator(s) will socialize the work and promote growth and adoption at events, trainings, tables. etc.
- Health Share will socialize Coordination Center partnership across its network, to improve utilization and ultimately drive growth.
- 211info and Health Share will support legislative advocacy as appropriate and socialize the partnership with elected officials, community leaders and others. This includes potential for 211info Coordination Center funding from legislature and/or OREM at ODHS. OREM focused on OHA funded CBOs for emergency, social supports work.
- Emergency activations at 211info and Health Share, in providing social supports (A/C, transportation, etc.), provide for growth and integration across the service area.
- Promote adoption by other government agencies, both state and local.
- Advocate for HMIS integration and additional interoperability with Unite Us (housing).

- Health Share will participate on the Coordination Center Advisory Committee, convened by 211info.
- Both parties will explore Unite Us Payments module to enable CBO payments on platform

Counterparty shall ensure that its personnel and any approved contractors assigned to perform Services under this Agreement (“Personnel”) have the necessary qualifications, competence, and experience required to fulfill their respective responsibilities in providing the Services and Deliverables detailed in this Agreement.

### **III. Project Objectives:**

Objectives of the Project are to:

- A. Sustain Coordination Center capacity in the metro region, on behalf of Health Share members and Integrated Delivery System/Integrated Community Network partners, and in support of the Connect Oregon and CIE adoption statewide.
- B. Share information to improve utilization of closed-loop referral and drive social health network growth.
- C. Improve access to available data to increase understanding of service landscape, needs and gaps, to inform and direct ongoing investment in social health initiatives.
- D. Catalyze statewide adoption and support for Community Information Exchange.

### **Evaluation and Metrics**

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

- A. Growth in network volume and health, demonstrated in quarterly data report and analysis, including:
  - Comparative analysis of client needs, and services received, disaggregated by demographic type (race, ethnicity, age, gender)
  - Network volume overview
    - o Number of clients/cases/managed cases/referred cases/off-platform cases
  - Referred cases to the Coordination Center
    - o Case resolution summary
    - o Median time to case acceptance
    - o Referred case outcomes
  - Managed case summary (created by the Coordination Center)
    - o Case resolution summary
    - o Median managed case length
    - o Managed case outcomes
  - Referral type and status
  - Case volume by service type, including origin
  - Case rejection reason
- B. Monthly data feed of full resource directory for region served is established between 211info and Health Share – to be used in assessing resource gaps, guiding partnership development with community organizations, and informing additional strategic investment in health-related social care.

**IV. Project Deliverables and Timeline:**

Deliverable	Due Date
Develop process for ingestion of 211 data into Health Share EDW	6/30/23
Consistent monthly data feed of full 211 info resource directory established (exact cadence to be established by technical teams)	7/1/23 and updated monthly thereafter
Quarterly Data Report and Analysis on network volume and health	Starting 10/15/23 and quarterly thereafter.
Quarterly Narrative Status Report, including, but not be limited to, project status, schedule, budget, and risk management issues, etc. as well as partnership /outreach activities, success stories, and challenges faced by the Coordination Center as appropriate.	Starting 10/15/23 and quarterly thereafter.

**VI. Project Reporting Schedule:**

Quarterly Reporting Period	Report Due
May 2023 – Sept. 2023 (Initial reporting period extended to align with fiscal quarters)	Oct. 15, 2023
Oct. 2023 – Dec. 2023	Jan. 15, 2024
Jan. 2024 – Mar. 2024	Apr. 15, 2024
Apr. 2024 – June 2024	Jul. 10, 2024

**VII. Eligible Project Expenses**

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

- A. Coordination Center staffing (salary and benefits)

## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of **\$509,000** for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Reimbursement Schedule in Section II of this Exhibit B.

### II. Reimbursement Schedule:

Reimbursement	Conditions for Reimbursement	Reimbursement Amount
Jul. 30, 2023*	Executed Agreement signed by both Parties;  Current W-9  Invoice (per Invoicing Section III of this exhibit B)	Reimbursement for actual expenditures as reflected on Invoice.
Quarterly thereafter, 30 days from the end of the quarter for which Counterparty is seeking reimbursement	Invoice (per Invoicing Section III of this exhibit B)  Quarterly report received by 15 <sup>th</sup> of month.	Reimbursement for actual expenditures as reflected on Invoice.

**\*NOTE first invoice for 2-months (May-Jun.) to bring into alignment with fiscal quarters**

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share on a quarterly basis that document the actual expenses Counterparty has incurred during the preceding month or quarter in Counterparty's performance of the activities described in the Statement of Work. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the month or quarter for which Counterparty is seeking reimbursement. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org).
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

211info

Project Name: Community Information Exchange - 211 Coordination Center

Funded Amount: \$509,000

Funding Period: 5/1/2023 - 4/30/2025

Health Share Project Code: 330922

Direct Labor: Salary + Benefits		Description/Role (include FTE)	Amount
Care Coordinator		Assist patients whose healthcare providers have identified a need for community social service supports by providing referrals, recording information/case notes and following up with patients, social service providers and clinicians, using health care database. Communicate with patients by phone, text and email	436,422.00
Coordination Center Manager		Responsible for the daily operations of the Coordination Center. The CC provides accurate, compassionate and appropriate referrals to community, health and social services to people who are navigating the social services network through a closed-loop referral system. The CC Manager ensures that the CC is properly staffed with highly trained specialists with diverse experiences, languages and perspectives and are dedicated to assisting communities with accuracy, professionalism, and compassion. Also helps support community health by assisting health care providers and patients with closed-loop referrals to social supports.	78,609.00
Subtotal			515,031.00
Other Budgeted Items		Description/Purpose	Amount
211Info In-kind donation from budget cap		In-kind donation	(6,031.00)
Subtotal			(6,031.00)
<b>TOTAL AMOUNT</b>			<b>\$ 509,000.00</b>

### Exhibit C: Reporting Requirements

A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:

1. Expansion of access to services for Health Share/OHP members
2. Capacity building for Contractor's provision of services
3. Health Share/OHP member experience
4. Equity impact\*
5. Sustainability plan
6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives

B. Progress report(s) shall be delivered to Health Share on the following timeline:

Quarterly Reporting Period	Report Due
May 2023 – Sept. 2023 (Initial reporting period extended to align with fiscal quarters)	Oct. 15, 2023
Oct. 2023 – Dec. 2023	Jan. 15, 2024
Jan. 2024 – Mar. 2024	Apr. 15, 2024
Apr. 2024 – June 2024	Jul. 10, 2024

C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.

D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As Counterparty carries out the work Health Share is interested in learning how Counterparty's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership



## CONNECT OREGON—UCSF SIREN EVALUATION SUMMARY

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### SECTION 1: OVERVIEW

Community Information Exchange (CIE) as defined by OHA’s HITOC CIE Workgroup<sup>i</sup> is spreading statewide in Oregon. One CIE known as [“Connect Oregon”](#) has been live for two years, and partners are eager to learn about successes, challenges, and future needs—especially related to social health requirements in the renewed Medicaid Waiver. **Across the OHLC membership, 16 of 26 members are participating in Connect Oregon. Across the HIT Commons membership, 16 of 22 health plan organizations and 10 of 31 hospital system organizations are participating in Connect Oregon. Health Share of Oregon, an Oregon Coordination Care Organization (CCO), is participating in this effort.**

To help bring learnings to this space and improve all domains of SDOH-E through CIE, Connect Oregon partners, including Health Share, have engaged in discussions throughout 2022 with the [UCSF SIREN Evaluation](#) team to develop an 18-month evaluation design and budget. Funding for the evaluation will be coordinated by the Oregon Health Leadership Council (OHLC) through a braided-funding approach of engaged partners, including CCOs, 211info, OHLC, and HIT Commons. The evaluation will shed light on areas of interest identified in Health Share’s Community Health Improvement Plan, including access to care and resources such as food and housing supports.

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### SECTION 2: EVALUATION OBJECTIVES, DELIVERABLES & TIMELINE

The proposed 18-month evaluation has two components, which will be informed by an Evaluation Advisory Committee involving participating partners:

- **Quantitative Analysis** of de-identified statewide referral metadata from Connect Oregon to report on statewide and regional trends from Connect Oregon’s initial rollout. CCOs will not contribute individual member data to this analysis.
- **Qualitative Analysis** from focus groups and/or interviews, with community-based organizations (CBOs), 211info Coordination Center staff, CCO care coordination teams, clinical partners, and clients to understand implementation efforts, stakeholder and consumer experiences with, and perceived value/satisfaction with social risk screening & community service referrals.

Research findings and reports are to be completed on the following timeline:

- December 2022: Contracting and invoicing
- Jan 2023: Evaluation Kickoff and formation of Evaluation Advisory Committee
- Jan – March 2023: Research design and questions/instruments solidified



- July 2023: Preliminary reports based on quantitative analysis (round 1)
- Aug 2023: Qualitative research begins
- Jan 2023: Quantitative analysis begins (round 2)
- July 2024: Final Reports and Executive Summary

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### SECTION 3: EVALUATION PARTNERS & ROLES

**UCSF SIREN evaluation team:** SIREN Co-Directors, Laura Gottlieb, PhD, and Caroline Fichtenberg, PhD will serve as Principal Investigators for this project. Brad Lott, PhD, Post-Doctoral Fellow will serve as Senior Research Analyst. The SIREN team will also engage other qualitative research faculty to assist with this work.

**Evaluation Advisory Committee:** Evaluation funding partners will have option to appoint an individual from their organization to sit on the committee to provide input on the research design. CBO representatives will also be invited to participate as interested and as time allows.

**OHLC:** Liz Whitworth, OHLC Managing Director will provide coordination support for contracting and invoicing, will provide updates to funding partners, and provide project management support for the evaluation. OHLC will hold the contract with UCSF SIREN with funding contributions from participating partners.

**Unite Us:** Unite Us analytics team will provide UCSF SIREN secure, de-identified referral data through a separate data sharing agreement between Unite Us and UCSF SIREN, as specified in the OHLC and UCSF contract.

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### SECTION 4: EVALUATION BUDGET & FUNDING

The total cost of the proposed 18-month evaluation is \$299,994. There are nine organizations contributing to braided funding, including CCOs, 211info, OHLC, and HIT Commons. OHLC will coordinate contracting and funding with UCSF SIREN.

Health Share is contributing \$41,000 to this evaluation. This amount will be paid in a lump sum in January 2023 via invoice from OHLC, who is coordinating the payments to UCSF SIREN.

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<sup>i</sup> From OHA HITOC CIE Workgroup's House Bill 4150 Draft Report: Supporting Statewide Community Information Exchange

<https://www.oregon.gov/oha/HPA/OHIT-HITOC/Documents/HB4150DraftReport.SupportingStatewideCIE.pdf>

**CIE Definition:** A network of collaborative partners using a multidirectional technology platform to connect people to the services and supports they need. Partners may include human and social service, healthcare, and other organizations. Technology functions must include closed loop referrals, a shared resource directory, and informed consent.

## **HEALTH SHARE OF OREGON STRATEGIC INVESTMENT SERVICES AGREEMENT**

This Strategic Investment Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Multnomah County Health Department (“Counterparty”) is entered into and effective as of the date of July 1, 2023 (the “Effective Date”).

### **RECITALS**

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparty’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “Statement of Work”).
- D. Counterparty has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “Budget”).

### **AGREEMENT**

#### **1. Investment.**

- 1.1 Amount.** Health Share invests the amount of \$400,000.00 (Four Hundred Thousand Dollars and Zero Cents), to Counterparty, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing.** To receive investment funds, Counterparty must prepare and submit invoices to Health Share per the instructions in Section III of Exhibit B: Compensation.
- 1.3 Payment.** Health Share will disburse investment funds to reimburse Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparty’s continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparty has submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparty in the performance of the activities described in the Statement of Work.

#### **2. Use of Investment Funds.**

- 2.1 Required Use.** Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Counterparty will use the investment funds exclusively for charitable purposes within

the meaning of Code Section 501(c)(3). Use of any portion of the investment funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparty spends the funds.

**2.2 Prohibited Use.** Counterparty will not use any portion of the investment funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparty will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

### **3. Reporting and Recordkeeping.**

**3.1 Required Reports.** Counterparty will, at a minimum, provide annual written reports to Health Share as to the expenditure of the investment funds, covering both the substance of Counterparty's activities funded with the investment and Counterparty's financial administration of the investment, as well as a final report that details all expenditures of the investment funds and the progress made towards the goals of the investment, including Counterparty's progress toward any benchmarks established in the Statement of Work. Counterparty's annual reports is due no later than sixty (60) days from the end of Counterparty's tax year and Counterparty's final report is due within sixty (60) days from the date that the investment funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparty's annual and final reports and impose additional reporting requirements.

**3.2 Separate Accounting.** Counterparty will maintain Counterparty's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. Counterparty will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

**3.3 Additional Information.** Counterparty will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparty's expenditure of the investment funds.

**3.4 Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **June 30, 2024** (the "Term Date").

**3.5 Acknowledgement of Health Share.** Counterparty will acknowledge Health Share in any announcement or publication Counterparty makes regarding the investment or Counterparty's investment-funded activities; provided, however, that Counterparty

will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

**4. Changes in Control.**

**4.1 Corporate Changes.** Counterparty will notify Health Share within thirty (30) days of any significant changes to Counterparty's corporate legal or tax status.

**4.2 Personnel Changes.** If requested, Counterparty will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

**5. Miscellaneous.**

**5.1 Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
Attn: Peg King  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

**Multnomah County Health Department**

Multnomah County Health Department  
Attn: Elizabeth Carroll  
619 NW 6<sup>th</sup> Avenue, 8<sup>th</sup> Floor  
Portland, OR 97204

**5.2 Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**Health Share of Oregon**

**Multnomah County Health Department**

By: DocuSigned by:  
*Mindy Stadlander*  
CD07E4FA3661448...

By: *Walden Bravo / WJ*

Print Name: Mindy Stadlander

Print Name: Wendy Lear

Title: Interim CEO

Title: Health Department Director

Date: 6/30/2023

Date: 6/29/2023

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**STANDARD TERMS AND CONDITIONS  
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Counterparty, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Counterparty breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparty must hold in order to engage in the activities described in the Statement of Work.
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparty and Counterparty will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparty for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparty's obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.
3. **Remedies.** In the event that Counterparty breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparty's remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparty is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparty.
4. **No Third Party Beneficiaries.** Health Share and Counterparty are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
5. **Intellectual Property.** As between Health Share and Counterparty, all work product that results or arises from Counterparty's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparty Work Product**"), will be solely owned by Counterparty, provided however, Counterparty grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparty agrees to make, and makes, such Counterparty Work Product available to third parties under the same or similar license terms.
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Counterparty will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparty will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of

Counterparty, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparty's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparty whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Counterparty acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparty's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparty's performance of the activities described in the Statement of Work. Counterparty will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
- b. For clinical records, seven (7) years following the date of service.
- c. The retention period specified in this Agreement for certain kinds of records.
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Counterparty will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparty's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference.

Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparty or Counterparty's officers, employees, sub-counterparties, or agents under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Counterparty will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.



**17. Representations and Warranties.**

- a. Counterparty represents and warrants to Health Share that:
  - i. Counterparty has the power and authority to enter into and perform this Agreement.
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
  - iii. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
  - iv. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Counterparty.**

- a. Counterparty is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.
- c. Counterparty is responsible for all federal and State taxes applicable to compensation paid to Counterparty under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparty's federal or State tax obligations. Counterparty is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparty under this Agreement, except as a self-employed individual.
- d. Counterparty's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparty and Health Share. Counterparty is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

**19. Record Confidentiality.** Counterparty agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

**20. Assignment.** Counterparty will not assign or transfer Counterparty's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or

transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Sub-investments.** Counterparty will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Counterparty's sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - i.** Counterparty will remain responsible for all obligations under this Agreement.
    - ii.** Counterparty will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparty's sub-counterparties; and
    - iii.** Counterparty will supply Health Share with a copy of each sub-investment upon request.
  - b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparty.
- 22. Informal Dispute Resolution.** The parties will use the following procedure if Counterparty has complaints or concerns regarding this Agreement:
- a.** Counterparty may contact Health Share to informally discuss Counterparty's complaints or concerns.
  - b.** If the matter remains unresolved after the informal discussion, Counterparty may submit a letter or other documentation to:  
  
Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201  
  
setting forth Counterparty's complaints or concerns. Within ten (10) business days of receiving Counterparty's letter, Health Share will contact Counterparty and attempt to resolve the matter.
  - c.** If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
  - d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
  - e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## **Exhibit A: Statement of Work**

### **I. Obligations of Counterparty:**

Counterparty agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

### **II. Project Description:**

This tri-county project will be coordinated within Multnomah County Public Health Division's Parent Child and Family Health Program (PCFH). Together with partners in the Regional Perinatal Continuum of Care work group, PCFH has collaborated on multiple efforts to eliminate race as an early predictor of early life health and development. The bulk of the work performed will be by a subcontractor-Future Generations Collaborative (FGC). FGC has guided the development of Chaku Manaqi Lush (CML) for the past two years. CML was designed within FGC applying the wisdom of American Indian and Alaska Native (AI/NA) families, services professionals and leaders across the region and state collation to address parent child and family health inequities. CML is the model being delivered with this grant.

Health inequities in AI/NA communities are the product of centuries of efforts by White settlers and state agents to colonize every Indigenous source of strength, resilience and care, from the most intimate - parent-child unit, through Native adoption and boarding schools -all of the way through governmental "removal" of Indigenous people from their traditional lands and many cultural practices and agreements that had guided relations between tribes. The harm and distrust that are a legacy of colonization cannot be addressed simply through improving linkages to these distrusted dominant culture systems. Historic or intergenerational trauma, past experience, and current treatment of AI/NA families are barriers that require a different approach.

CML provides families with a cultural home - the sense of cultural value, validation, congruence, safety, access to needed resources and opportunities for learning and celebrations that optimize developmental opportunities. CML welcomes parents, children and extended families to groups, classes, home and community-based visits and other community-based activities as where they are centered and celebrated. As specific needs are identified, relevant providers are invited into this trusted context and into relationship with families. Child Welfare visit supports are offered to assist families in contributing to and navigating ICWA and Child Welfare case plans. Relationships are *strengthened, access to needed services improves and child health and development are supported so that desired outcomes can be achieved*. Partners include Early Intervention, Libraries, Child Welfare, Social service and Behavioral Health providers, Schools, University partners, and others.

CML staff provide training and outreach throughout early childhood systems, building on culturally congruent approaches to early childhood development supports capacity for working with Native communities. Services in this contract will be offered across Multnomah, Clackamas and Washington counties, and CML staff and will specifically provide support to identified organizations that seek to explore similar approaches to early childhood systems.

### **CML Program Coordination and Development**

The Program Coordinator (PC) will be the only staff who is a Multnomah County employee. They will manage internal program operations, program development activities including assertive exploration of appropriate funding sources for the program and multiple applications for grants and other funds, and active engagement with perinatal systems partners. Specific duties include:

1. FGC, on behalf of the three public health departments and CML will identify and apply for new funding to continue the regional expansion project beyond this grant
2. Provide budgeting, contract, evaluation, and operational support to the CML team
3. Report on grant activities to funders and regional partners
4. Engage in perinatal and early life systems workgroups (CCO/Hub/PH, HMG workgroups, etc.) to integrate systems knowledge and relationships within CML and disseminate learning
5. Collaboration with local, regional, state, and tribal partners including Department of Human Services to improve child safety and child development practices
6. Collaboration with Early Intervention partners to improve child development assessment tools

### **Program Supervision and Systems Liaison**

The Staff Supervisor assures recruitment, hiring, onboarding, robust training and weekly supervision of direct service staff, and supports all aspects of both group and individual service delivery through resource allocation, team building and relationship building across the regional Help Me Grow (HMG) and perinatal/early childhood landscape, exploring how to support other culturally specific organizations to create HMG access points that feel safe and welcoming and link to key early childhood system and service points. Specific duties include:

1. CML Liaison to Health Share and regionally.
2. Convene regular staff meetings and provides 1:1 Reflective Supervision
3. Assure training and support in either Parents as Teachers or Family Spirit home visiting model
4. Identify, document, and communicate gaps in the service array
5. Partner directly with HMG partners to support development of new culturally specific entry points to early childhood systems across the region
6. Support all HMG/CML staff in identifying resources and supportive practices for children and families with disabilities and those engaged with Child Welfare
7. Coordinate the development of indigenized service satisfaction measures/data collection process

### **Expanded Direct Service Elements**

**Virtual Family Support Circles** FSS staff plan, prepare for and facilitate Parent-Child Support Circles (currently virtual). These are an opportunity to connect with other caregivers and parents, share child art and enjoy community conversations. These gatherings, together with the Parent-Child Provider Support Circles, are central elements in the “basket” model where trust and relationships are built within a culturally focused and richly supported parent group and access to extended relationships with the system providers families need are facilitated and nurtured.

**Parent-Child Provider Support Circles:** FSS schedule and host these weekly. Safe space is offered where multigenerational families can gather and create environments where children can explore, feel loved, build community, and thrive. Caregivers, families and providers share collective wisdom, offer traditional knowledge from various Native/Indigenous cultures and build positive outcomes for future generations. This is an inverted model of system navigation where providers navigate their way to families in a setting and at a time that families have chosen. This provides a highly accessible and

culturally congruent point of access for engaging with needed services and resources for families who are very unlikely to access these any other way.

**Family Preservation Supports** Specially trained and supported FSS Staff engage with parents, DHS and ICWA partners in support of scheduled and supervised child visitation and participate in Collaborative Circle of Care planning with DHS caseworkers and relevant therapists, to address a critical element of child development-positive interactions with their family members in a culture-rich setting, and reunification with primary caregivers when it is safe to do so.

**Child and Family Home Visits** FSS Staff provide family/child development navigation and home visits

1. Directly address sources of parenting stress and offer resources and support
2. Early childhood parenting curriculum delivery
3. Deep listening and understanding of parents' knowledge, concerns and beliefs impacting their child's development, parenting and levels of engagement in early childhood services and systems
4. Empowering parents with ways they can support their child's specific developmental needs in home, playgroup, family and community settings

**System navigation** FSS Staff provide navigation support to families identified by CML, Regional partners or HMG staff. This may require staff:

1. Deepen familiarity with systems designed to provide critical resources (housing, nutrition, health care, etc.) and culturally attuned parenting support (home visiting, nurse programs, Head Start, etc.) and inviting these system partners in to CML events, classes and groups
2. Assist families in engaging with providers to support child development concerns and special needs
3. Engage service providers to help families to bridge and/or eliminate cultural and other barriers
4. Participation in education and training of system partners

### **Expansion of System Development Approaches**

**Support for regional expansion of culturally aligned approaches** to improve access to early childhood providers and resources. The Supervisor with the regional CML project will:

1. Arrange shadowing of CML activities and consultation on program development to HMG staff and partners regionally
2. Work as a thought partner across cultures to identify partners/ coalitions and specific approaches to improving culturally-aligned early childhood system access.
3. Broadly share and support others with a replicable approach to culturally aligned early childhood system access.

### **County oversight, administration, and technical assistance**

In addition to the Program Coordinator, MCHD Public Health staff will provide contract oversight, administration, and technical assistance for the implementation of HMG/CML in Multnomah County specific to the Native communities. Activities include, but are not limited, to the following components:

1. Support budget development

2. Support and evaluate progress reports)
3. Regular communication with Liaison, and periodic meetings with program Supervisor and FSS staff through attendance at FGC and other HMG/CML meetings.
4. Provide consultation and technical support on various topics and issues or challenges or barriers encountered

### III. Project Objectives:

- A. Expand the ***geographical region*** served by the existing CML pilot to explicitly engage American Indian and Alaska Native families with young children in Washington and Clackamas counties.
- B. ***Expand staffing and redefine staff roles*** to continue providing the successful CML system engagement model, enhance safety and wellness, meet the needs of the expanded region, and assure sustainability
- C. ***Identify and engage with new, sustainable fiscal partners*** within an evolving organizational framework, which will include one or more physical service sites, a preschool, housing and other elements.
- D. Contribute learning and support the ***development and expansion of other culturally aligned projects*** in the region, to improve early childhood system navigation within communities with known system barriers.

### Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable. The metric below will be reported quarterly in the CML report:

The quarterly report will include the following metrics:

- Community engagement: # of community outreach events conducted by county
- Family engagement: # of families/people engaged in CML events and services by county of residence
- A brief pre and post-survey of regional system partner orgs for the purpose of understanding their efforts to create culturally congruent approaches to AI/NA early childhood development supports will be conducted before and after the CML regional launch
- Highlight of any system-level barriers or gaps identified by participating families
- If possible, any stories from families on the impact of this program

### IV. Project Deliverables and Timeline:

Deliverable	Due Date
Engage families in direct and group services	August 1, 2023
Engage new system partners in support of families served	September 1, 2023
Support organizations identified by County partners in the further expansion of culturally aligned approaches to early childhood system barriers	April 1, 2024

Organize a community event/listening session for Health Share to provide some data to families and to primarily hear gaps and opportunities from families regarding social emotional health supports for their 0 – 5 year olds	September 30, 2023
Secure sufficient funding to sustain program operations beyond 6/2024	April 30, 2024

## V. Health Equity, Health Disparities, and Community Engagement:

### Health Equity

Organizational Commitment to Equity: Multnomah County Public Health Division’s Parent Child and Family Health Program focus multiple efforts to eliminate race as an early predictor of early life health and development. We are committed to partnering regionally with our Help Me Grow (HMG) system to develop strategies that center and build from the perspectives, and strengths of Black, Indigenous, and People of Color and their families.

Health Equity Impact: Health Equity does not result from simple expansion of linkages to dominant culture services and systems. Historic or intergenerational trauma, past experience, or other barriers can limit trust in needed supports. Culturally specific organizations provide families with a cultural home - the sense of cultural value, congruence, safety, access to needed resources and opportunities for learning and celebrations that optimize developmental opportunities. Equity is achieved when these cultural hubs act as entry points to the widest possible array of culturally aligned resources and services, and the invitation to continually inform and shape the service offered, creating safety and trust. Identifying ways that this approach can inform the development of the HMG system is one of the central goals of this contract.

### Health Disparities

Health Disparities Impact: CML activities addressing health disparities, such as groups, classes, home and community-based visits and activities will be designed as welcoming events where Indigenous families and children are seen and celebrated. As needs are identified, relevant providers are invited this trusted context and into relationship with families. Child Welfare visit supports are offered to assist families in contributing to and navigating ICWA and Child Welfare case plans. relationships are *strengthened, access to needed services improves and child health and development are supported so that desired outcomes can be achieved*. Partners include Early Intervention, Libraries, Child Welfare, Social service and Behavioral Health providers, Schools, University partners, and others.

HMG/CML staff additionally provide training and outreach throughout early childhood systems, building on culturally congruent approaches to early childhood development supports capacity for working with Native communities. Services in this contract will be offered across Multnomah, Clackamas and CML staff and will specifically provide support to identified organizations that seek to explore similar approaches to early childhood systems.

### Community Engagement:

Future Generations Collaborative (FGC) is a coalition among American Indian and Alaska Native community members, Native-serving organizations, and government agencies to increase healthy pregnancies and healthy births and strengthen families in American Indian and Alaska Native

communities. FGC includes NAYA, NARA, Spirits, Native Wellness Institute (NWI), the Grande Ronde and Multnomah County Health Dept. and regularly convenes many prenatal and early life health partners. In 2021, FGC engaged their broader cultural communities as new partners in the design of Multnomah County CML, in order to inform and guide a decolonized, relationship-based approach to address Native families' perspectives, strengths, and unique needs and challenges, in order to achieve optimal and equitable child development outcomes. **In 2023-24 CML will expand engagement to Clackamas and Washington counties, in order to identify and serve families living in these counties and as well as provider organizations and resources need by families served.**

#### VI. Project Reporting Schedule:

Reporting Period	Report Due
July 1, 2023 - December 31, 2023	January 15, 2024
January 1, 2024 - June 30, 2024	July 31, 2024

#### VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the budget, below:

##### Organizational Capacity Building

- Program staff to include Project Coordinator (.55 FTE), Supervisor (.8 FTE), Family Preservation Specialist (.5 FTE), Family Support Specialist – Prenatal/Infant (.5 FTE), and Family Support Specialist – Toddler/Preschool (.5 FTE)
- Subcontracts with Clackamas County and Washington County for staff support for family engagement
- Indirect expenses (14%)

##### Parenting Education and Supports

- Family support materials, parent supports, groups, and infant care resources

##### Training and Workforce Development

- Evidence-based and culturally tailored home visiting training



## Exhibit B: Compensation

### I. Payment:

Health Share will pay Counterparty up to the amount of \$400,000.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Payment Schedule in Section II of this Exhibit B.

### II. Payment Schedule:

Payment	Conditions for Payment	Payment Amount
First Payment	Executed Agreement signed by both Parties;  Current W-9  Invoice (per Invoicing Section III of this exhibit B)	\$200,000.00
Second Payment	Invoice (per Invoicing Section III of this exhibit B) may be submitted to Health Share upon submission of semi-annual report due on the following date:  January 15, 2024	\$200,000.00

### III. Invoicing:

To receive funds, Counterparty must prepare and submit invoices to Health Share per the Section II Payment Schedule of this Exhibit B. Counterparty must submit invoice no later than thirty (30) calendar days from the end of the period for which Counterparty is seeking reimbursement. Invoices must include the following items in order to process payment:

- Invoices to be submitted electronically to [vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)
- Invoice number
- Project name and designated project code assigned by Health Share (listed in the Budget section IV of this exhibit B)
- Billing period for current invoice
- Total amount spent on the project during current billing period
- Total amount spent on the project to-date

Multnomah County Contract No.HD-Grant-15637-2023

- Amount remaining on contract
- Payment instructions
- Contact information

**IV. Budget:**

Multnomah County

Help Me Grow Expansion

Funded Amount: \$400,000.00

Funding Period: July 1, 2023-June 30, 2024

Health Share Project Code: 331022

Spending Category	Description/Purpose	Amount
Organizational Capacity Building	Staffing costs to expand culturally specific services to families; includes indirect administrative expenses	344,700.00
Parenting Education and Supports	Family engagement groups, child development playgroups and supports, infant care resources	44,300.00
Training and Workforce Development	Staff training in evidence-based and culturally tailored home visiting interventions (Family Spirit and/or PAT)	11,000.00
	Subtotal	400,000.00
	<b>TOTAL FUNDED AMOUNT</b>	<b>\$ 400,000.00</b>

### **Exhibit C: Reporting Requirements**

- A. Counterparty will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
  2. Capacity building for Contractor's provision of services
  3. Health Share/OHP member experience
  4. Equity impact\*
  5. Sustainability plan
  6. The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives
- B. Progress report(s) shall be delivered to Health Share verbally, in meetings to include the CML team, Multnomah Co. liaison and HSO staff, on the following timeline:
1. Progress Report 1: January 15, 2024
  2. Progress Report 2: July 31, 2024
- C. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparty shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparty with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparty. Both parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- D. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparty shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparty that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

**\*Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As the Contractor carries out the work Health Share is interested in learning how the Contractor's work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latino/a/x, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership