

2022 Annual SHARE Initiative Spending Plan Template

Due: December 31, 2022

Overview

The SHARE Initiative (Supporting Health for All through Reinvestment) was created through Enrolled Oregon House Bill 4018 (2018) and requires CCOs to invest a portion of profits back into communities to address health inequities and the social determinants of health and equity (SDOH-E). For details, see OHA's [SHARE Initiative guidance document](#). SHARE Initiative guidance is posted to the [SHARE Initiative webpage](#).

In accordance with the requirements stated in [ORS 414.572\(1\)\(b\)\(C\)](#) and [OAR 410-141-3735](#), CCOs must designate a portion of annual net income or reserves that exceed the financial requirements for SHARE Initiative spending. According to contract requirements, a CCO's annual SHARE Initiative designation must be spent down within three years¹ of OHA's approval of the same year's SHARE Initiative spending plan; a one-year extension may be requested (four years total).

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

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

1. Spending must fall within SDOH-E domains and include spending toward a statewide housing priority;
2. Spending priorities must align with community priorities from community health improvement plans;
3. A portion of funds must go to SDOH-E partners; and
4. CCOs must designate a role for the community advisory council(s) related to its SHARE Initiative funds.

By December 31² of each contract year, the CCO shall submit a SHARE Initiative Spending Plan to OHA for review and approval. The spending plan will identify how the CCO intends to direct its SDOH-E spending based on net income or reserves from the prior year for the SHARE Initiative. This annual SHARE Initiative spending plan will capture from CCOs how they are meeting these contractual requirements.

SHARE Initiative Reporting

- A. By June 30, each CCO must report its
 - **Annual SHARE Initiative Designation** in [Exhibit L6.7](#) to identify its SHARE Initiative designation based on the *prior year's financials*.
 - **Annual SHARE Initiative Spend-Down** in [Exhibit L6.71](#) to track year-over-year SHARE spending and to tie such spending to the appropriate year's SHARE Initiative Spending Plan.
 - **Annual SHARE Detailed Spending Report** using the [detailed spending report template](#).
- B. By December 31, each CCO must complete the **Annual SHARE Initiative Spending Plan** described in this document for the *prior year's financials*.

¹ See the [2022 contract waiver memo \(12/13/2021\)](#), which extends the spend-down period from two years to three years. CCOs still have the option to request a one-year extension.

² See the [2022 contract waiver memo \(12/13/2021\)](#), which extends the spending plan due date to 12/31. (CCOs may submit it any time from 9/30/2022 through 12/31/2022). OHA will notify each CCO about the approval status of its plan within 30 days of receipt. In the event a CCO's plan cannot be approved as submitted, OHA will work with the CCO to resolve the identified deficiencies as quickly as possible.

2022 SHARE Initiative Spending Plan Template

CCO name: Jackson Care Connect

CCO contact: Samantha Watson

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.MCOCDeliverableReports@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](#))**
\$150,000

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.**
1. Oasis Center of the Rogue – Emergency Shelter
Jackson Care Connect plans to fund the Oasis Center of the Rogue Valley for the creation of Emergency Shelter for at-risk pregnant people on the waitlist for residential substance use disorder (SUD) treatment.
 1. The Oasis Center of the Rogue Valley has purchased three 1-bedroom apartments adjacent to their primary healthcare clinic. These apartments are old and disused and require total renovation (windows, flooring, bathrooms, kitchens, paint, and furnishings). Funds will be used for the renovation/construction to help make these units habitable.
 2. These apartments will serve at-risk pregnant people, affording them safe, low-barrier emergency shelter and connection to healthcare services including:
 - a. Full range of primary care medical services
 - b. Medication-Assisted Treatment (MAT)
 - c. Prenatal and Postnatal Care
 - d. Pediatric Care
 - e. Preventative Care
 - f. Women's Health

2022 SHARE Initiative Spending Plan Template

- g. Telehealth services

CHP/statewide priorities

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

JCC's SHARE initiative spending directly aligns with JCC's CHIP, "All in For Health" in all four priority areas, including Housing for All, Behavioral Health, Parenting & Life Skills and Health Equity and the specific goals outlined below:

Housing

Goal 2: increase the percentage of individuals living in housing that is safe, accessible, and connected to community and services.

Behavioral Health

Goal 1: Lessen the effects of trauma

Goal 4: Prevent use and misuse of substances

Goal 5: Promote ways to reduce the harm that happens with mental health and substance use issues.

Goal 6: Improve access and coordination of care for people needing mental health and addiction services.

The Oasis Center of the Rogue Valley's mission is "to transform the lives of families in recovery through integrated social and medical services." Oasis Center of the Rogue Valley cares for people in all stages of recovery from SUD, from active use to sustained abstinence, in a stigma and judgment free environment with the goal of supporting families to improve outcomes for children. They accomplish this through providing a medical home for families with SUD, including primary care, prenatal care, pediatric care, and medication-assisted treatment paired with social and family support services including child watch, peer support, behavioral health, and a multidisciplinary team. Their model of care was developed in response to community needs, and they continue to grow and adapt to address challenges our families face. This project supports the expansion of Oasis Center of the Rogue Valley services to include emergency housing in the form of three attached one-bedroom apartments for unsafely housed pregnant people using substances and awaiting residential SUD treatment. The emergency housing is connected to the new Oasis Center of the Rogue Valley location, opened in October 2022. Upon completion of renovation of the units, Oasis Center of the Rogue Valley will identify patients for placement, and the management will be overseen by OnTrack Housing. Housing is essential to connecting a very high-risk and vulnerable population to care and addresses a gap in our community's services.

Parenting Support and Life Skills

Goal 1: Help families feel connected, cared for and strengthened.

Goal 3: Increase access to food, including healthy food.

Goal 4: Assure community-based organizations work together to deliver coordinated services.

2022 SHARE Initiative Spending Plan Template

Apartment residents will have access to peer support, prenatal care, SUD care, food, and resources on-site at Oasis Center of the Rogue Valley while waiting for residential treatment at OnTrack.

Health Equity Priority Area:

Goal 1: Remove barriers to accessing services and supports in our communities, especially those services intended to help our most vulnerable residents.

Recognizing that there is much work to dismantle systems of oppression and exclusion, the Oasis Center of the Rogue Valley approaches the delivery of intersectional, culturally, and linguistically specific and responsive services with on-going learning and personal and agency-wide reflection. Oasis Center of the Rogue Valley has a current funding request (pending) for enhanced and on-going training in cultural competency and working with diverse populations. In 2022, it is a goal to increase their diversity, equity, and inclusion training, and to put this training into action through policies and program development. This internal work will impact their outreach efforts and understanding of the individuals they serve. It has always been important that Oasis Center of the Rogue Valley staff represent the individuals they serve, and they actively recruit and hire individuals with lived experience of SUD – including hiring former patients – in all positions at Oasis, not only as peer supports. They recognize diversity, equity, and inclusion work in ongoing, and are committed to this work to ensure that our services are welcoming and accessible to their diverse community.

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

This SHARE initiative aligns with the *Healthier Together Oregon 2020-2024* SHIP priority area of Economic Drivers of Health and has the potential to positively impact issues related to housing. This initiative spending plan directly addresses the goal of ensuring “that all people in Oregon live, work and play in a safe and healthy environment and have equitable access to stable, safe, affordable housing, transportation and other essential infrastructure so that they may live a healthy resilient life”. Additionally, this initiative directly supports the Oregon Housing and Community Services Statewide Housing Plan 2019-2023, Homelessness priority, to “build a system in which every child has a safe and stable place to call home”.

The first phase of this project will be to renovate three apartment units that are connected to the Oasis Center of the Rogue Valley in order to provide safe emergency housing for pregnant women awaiting residential SUD treatment. Please see program outline above.

SDOH-E partners and domains

5. Using the box below, respond to items A–C for each SDOH-E partner. Duplicate the box for each partner included in your spending plan.

A) Identify each SDOH-E partner that will receive a portion of SHARE Initiative funding.

B) Identify the SDOH-E domains applicable to your SHARE spending for each partner.

C) Indicate whether the partner agreement is a subcontract and if yes, attach an updated

2022 SHARE Initiative Spending Plan Template

Subcontractor and Delegated Work Report.

A. Partner name: Oasis Center of the Rogue Valley

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

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

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

- Yes No

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

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

Oasis Center of the Rogue Valley:

JCC has identified pregnant members as a priority population, and there is an unmet need in Jackson County for unhoused pregnant people with SUD. Providing SUD and prenatal care for unhoused pregnant people is a significant challenge in our community, resulting in poor outcomes for women and infants. It is challenging to maintain contact and provide consistent care for the unstably housed. Without having the basic needs of shelter and safety met, higher level needs including medical and SUD care are difficult to access. In addition, our community is experiencing an alarming increase in fentanyl use, presenting new challenges for children's safety, family stability, detox, treatment, and overall community safety.

JCC has selected Oasis Center of the Rogue Valley as a recipient of SHARE funding to support the extensive work they are doing through their growing primary care medical clinic in response to the needs of the community. Oasis Center of the Rogue Valley has a consistent demand for services, averaging 20-25 new patients and 5 pregnant people with SUD each month, and approximately 96% of patients served are on Medicaid. To respond to this need for services, Oasis Center of the Rogue Valley has expanded providers, including medical and peer support. Oasis Center of the Rogue Valley has put in place needed infrastructure and clinical support, as well as create emergency housing for pregnant people with SUD.

In the past year, Oasis Center of the Rogue Valley piloted prenatal care for pregnant people using substances through a partnership with Nurture Oregon and added pediatric care with support from the OCF Walker Fund. In July '22 a second fulltime Addiction Medicine physician joined Oasis. Additionally, Oasis Center of the Rogue Valley relocated to a larger clinic offering many services not typical for a medical clinic, including peer support, a family playroom, and clothing, food, and diaper closets. Adjacent to this clinic are the three apartments that will serve as emergency housing. Emergency housing is an opportunity to engage pregnant people in care earlier and more consistently, improving

2022 SHARE Initiative Spending Plan Template

birth and family outcomes. This project will allow Oasis Center of the Rogue Valley to provide immediate, safe and secure housing for pregnant people using substances on the Oasis Center of the Rogue Valley campus, managed by local treatment agency, OnTrack. This housing opportunity will address the challenge of safely transitioning women into support services, residential treatment, and better family outcomes.

JCC chose ACCESS to provide administrative support to Oasis Center of the Rogue Valley for this project, including partnering with Jackson Care Connect on program evaluation. JCC staff will work with Oasis Center of the Rogue Valley and ACCESS' administrative and operations teams through the duration of this project. ACCESS provides food, warmth, shelter, and other essential services to Jackson County's low-income children, families, seniors, veterans, and people with disabilities. As the Community Action Agency of Jackson County, Oregon, ACCESS has been helping residents break the cycle of poverty since 1976. Last year, 67,070 people received assistance from ACCESS's broad continuum of services, including obtaining safe, affordable housing, rental assistance, utility assistance, weatherization, free loaned durable medical equipment, and healthy food.

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. Click here to enter text.

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

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.)

JCC's CAC approved housing as an area of focus for JCC's 2022 SHARE designation. ACCESS, Oasis Center of the Rogue Valley and JCC will collaborate with JCC's CAC to create a transparent and objective accountability and evaluation process focused on the outcomes the SHARE initiative is working to achieve, with the role of the CAC to include the following:

- Assessing program progress in addressing community priorities as they relate to the Community Health Improvement Plan

Providing community and member perspective and advocacy for issues related to housing and other social determinants of health affecting pregnant members with SUD:

- Analysis of shared programmatic and outcome data
- Review and approve CHIP grant applications that may align with the SHARE initiative

2022 SHARE Initiative Spending Plan Template

- Periodic review of the project's strategic plan to ensure activities continue to be consistent with long term goals.

Project updates will be provided to the CAC at least three times per year quarterly basis providing an opportunity for bi-directional information sharing, with the CAC giving input for current and future priorities of the SHARE initiative.

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.**

Jackson Care Connect, Oasis Center of the Rogue Valley and ACCESS will meet to formulate program evaluation, including the following:

We will develop a logic model that includes the situation, inputs, activities, outputs and outcomes. This will help us understand the flow of the program, participants, resources, and evidence needed to be collected to identify programmatic outcomes.

The logic model will lead us to the development of research questions that will help break down the specifics of evidence collected, in this case data about the members served through the SHARE Initiative program, to create visuals and analysis of what the program was able to accomplish. Both successes and barriers within the program can be identified through this process and help with making improvements in the future.

We will implement an evaluation design matrix around data collection and evaluation, including research questions, key criteria and information, methods, and sources. Using the research questions created in the Evaluation Matrix Design we will then break down the questions for data collection and create a survey measurement tool.

- 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

**Jackson Care Connect Coordinated Care Organization
Agreement for the Distribution and Use of SHARE Initiative Funds**

This Agreement for the Distribution and Use of SHARE Initiative Funds (“Agreement”) is made and entered into as of January 1, 2023 (“Effective Date”), by and between Jackson County CCO, LLC, dba Jackson Care Connect (“CCO”) and Oasis Center of the Rogue Valley (“Contractor”).

Project: JCC SHARE Initiative
Agreement Contact: Kristen Johnson
Contract email:
KristenJ@oasiscenterroguevalley.org

Project Contact: Vicky Armstrong
Project E-mail: varmstrong@accesshelps.org

CCO Agreement Number:
CCO Project Number: <<TBD >>
CCO Contact: Samantha Watson
E-mail: [watsons@careoregon.org](mailto:watson@careoregon.org)

I. Recitals

- A. **WHEREAS**, CCO is a Limited Liability Corporation of which CareOregon, Inc., an Oregon nonprofit, public benefit corporation, is the single member.
- B. **WHEREAS**, CCO is contracted with the Oregon Health Authority (OHA) via a Health Plan Services, Coordinated Care Organization Contract and Non Medicaid Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) to operate as a Coordinated Care Organization for the Oregon Health Plan (“OHP”).
- C. **WHEREAS**, pursuant to the CCO Contract, CCO participates in the Supporting Health for All through Reinvestment Initiative (SHARE Initiative) whereby CCO reinvests certain funds into its community to address health inequities and other social determinants of health and Equity (SDOH-E).
- D. **WHEREAS**, through this Agreement, CCO and Contractor endeavor to impact overall health and well-being of their populations through the provision of SHARE Initiative funds granted by CCO to Contractor for the delivery of services and supports to help people find and maintain stable and supportive housing (“Grant Funds”) pursuant to the terms expressed below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

II. Administration/ Interpretation of Agreement/ Performance.

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. Contractor agrees to assume the duties, obligations, rights, and privileges applicable to receiving Grant Funds for this Project, the Description, Objectives, and Obligations of which are further stipulated in Exhibits A, B, and C to this Agreement.

Contractor agrees to perform its duties and obligations under this Agreement in accordance with requirements described Exhibit B, Part 4, Section 11 of the CCO Contract, should such requirements be applicable, and any other applicable requirements identified in the CCO Contract. Contractor also agrees to perform its duties and obligations under this Agreement in accordance with applicable federal, state, and local laws; the terms and conditions of this Agreement; and, all applicable policies and procedures adopted by CCO that are related to this Agreement.

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

III. Term and Termination:

- A. **Term.** This Agreement is effective January 1, 2023 ("Effective Date") and shall terminate on December 31, 2023 ("Expiration Date"), unless sooner terminated as stipulated herein.
- B. **Termination.**
1. The Parties may terminate this Agreement by mutual written agreement.
 2. The Parties may immediately terminate this Agreement for cause if:
 - i. The Project is terminated by Contractor;
 - ii. An employee, agent, contractor, or representative of either party performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
 - iii. An employee, agent, contractor, or representative of either party has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
 - iv. Either party fails to comply with any provisions of this Agreement;
 - v. Either party demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - vi. Either party 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 CCO 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 CCO.

IV. Project Elements.

- A. **Payment Components.** CCO agrees to disburse to Contractor a specified amount of Grant Funds based on a Disbursement Schedule stipulated in Exhibit B herein and consistent with the terms and conditions of this Agreement.
1. Contractor understands and agrees that it shall use Grant 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, CCO 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 CCO all or a percentage of payment received for (1) overpayment of Grant Funds to Contractor; (2) use of Grant 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 CCO such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.
- B. **Scope of Work.** Contractor shall perform the obligations and duties required to execute this Project as stipulated in Exhibit A, Scope of Work (Scope of Work).
1. Contractor shall carry out the Scope of Work in pursuit of fulfilling this Project's Description, Objectives, and Obligations pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.
 2. CCO shall evaluate and document Contractor's readiness and ability to perform the Scope of Work set forth prior to the effective date 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 CCO Contact specified.

2. Notwithstanding any other clause within this Agreement, Contractor shall maintain all receipts for any purchases made with Grant Funds along with any other records that specifically show the use of Grant Funds was in compliance with this Agreement.
3. CCO shall have the right to conduct an audit of Grant Funds paid through this Agreement. Contractor shall make all books, accounting records, and other documents available at the reasonable request of CCO and for a period of three (3) years beyond the Term of this Agreement for inspection by the State, CCO, or their authorized designees.
4. If for any reason CCO finds noncompliance with the terms of this Agreement and requires a repayment of Grant 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 CCO.

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 CCO that Contractor is eligible to participate in and receive Grant Funds pursuant to this Agreement. In so doing, Contractor certifies by entering into this Agreement that neither it nor its officers, directors, employees, subcontractors, 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. Contractor represents and warrants that it nor its officers, directors, employees, subcontractors, agents and other representatives are excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and that no pending or threatened governmental investigations that may lead to such exclusion exist to the best of their knowledge. Contractor agrees to notify CCO of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it.
- D. Contractor represents and warrants that neither it nor its officers, directors, employees, subcontractors, agents and other representatives are included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. If an officer, director, employee, subcontractor, agent or other representative of Contractor is identified to be on such lists, such individual will immediately be removed from any work related directly or indirectly to all work performed pursuant to this Agreement. CCO shall have the right to immediately terminate this Agreement upon learning of any such exclusion and Contractor shall keep CCO apprised of the status of any such investigation.
- E. Should it be determined that Contractor was ineligible to receive Grant Funds from CCO pursuant to this Agreement, Contractor expressly agrees to promptly repay all such Grant 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 CCO's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

VI. General Provisions:

- A. **Force Majeure.** Neither CCO nor Contractor shall be held responsible for delay or default caused by events outside CCO 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 CCO Contact or Agreement Contact specified herein will suffice as written approval.

D. **HIPAA.** The Parties do not anticipate that protected health information (PHI) will be exchanged as a result of this Agreement. If PHI is exchanged for any reason, both Parties agree to keep notify the other Party of such disclosure and shall ensure that the information remains confidential in compliance with HIPAA and State privacy laws. If at any point the Parties anticipate PHI may be exchanged as a result of this Agreement, both Parties agree to comply with the privacy requirements of HIPAA and agree to execute a business associate agreement, if so required.

E. **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 CCO of any significant obstacles or delays in pursuit of this Project. Contractor will notify CCO if the Agreement Contact changes.

F. **Insurance.** Contractor and CCO 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. If the Oregon Tort Claims Act is applicable to either CCO or Contractor, this section is modified by its terms.

G. **Governing Law and Dispute Resolution.** This Agreement, 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.

H. **Indemnity; Defense.** Each Party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to performance under this Agreement which result from the non-waiving Party's own negligence. Further, each Party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgments or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) the Scope of Work performed under this Agreement, or (b) any breach or default in performance of any such 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 related to this Agreement then the indemnifying Party, upon notice from such Party, shall defend such action or proceeding on behalf of such Party at the indemnifying Party's sole cost and expense. Each Party shall have the right to designate its own counsel if it reasonably believes the other Party's counsel is not representing the indemnified Party's best interest. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- I. **Compliance and Licensure.** Contractor and CCO 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.
- J. **Relationship of the Parties.** CCO 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.
- K. **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.
- L. **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.

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 **Oasis Center of the Rogue Valley:**


Signature


Name: Kristen Johnson

Title: Exec Dir.

Date: 1/31/23

Tax ID: 07-3811235

Agreed to on behalf of **Jackson County CCO, LLC, dba Jackson Care Connect:**

DocuSigned by:

14ECFFDCC9B24DD
Signature

Name: Teresa Learn

Title: Chief Financial Officer

Date: 2/2/2023

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 Grant Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Contractor and CCO.

II. Project Description:

CCO, in partnership with Contractor shall utilize the funding from the SHARE Initiative to expand Contractor's emergency housing to support unstable housed pregnant community members using substances and awaiting residential SUD treatment.

The Oasis Center mission is "to transform the lives of families in recovery through integrated social and medical services." Oasis cares for people in all stages of recovery from SUD, from active use to sustained abstinence, in a stigma and judgment free environment with the goal of supporting families to improve outcomes for children. They accomplish this through providing a medical home for families with SUD, including primary care, prenatal care, pediatric care, and medication-assisted treatment paired with social and family support services including child watch, peer support, behavioral health, and a multidisciplinary team. Their model of care was developed in response to community needs, and they continue to grow and adapt to address challenges our families face.

This project supports the expansion of Oasis services to include emergency housing in the form of three attached one-bedroom apartments that will be connected to the new Oasis Center location, opened in October 2022. Upon completion of renovation of the units, Oasis will identify patients for placement, and the management will be overseen by OnTrack Housing. Housing is essential to connecting a very high-risk and vulnerable population to care and addresses a gap in our community's services.

III. Project Objectives:

- A. Objectives of the Project are to:
 1. Increase the availability of emergency housing for unstably housed pregnant members who are using substances and awaiting placement into residential SUD treatment.
 - i. Three apartment units will be renovated for this purpose.
 2. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
 3. Reduce health disparities among specified populations.
 1. Promote Project Initiatives that align with goals of the Community Health Improvement Plan (CHIP) by: increasing the percentage of individuals living in housing that is safe, accessible, and connected to community and support services in alignment with the Housing for All priority; lessen the effects of trauma, prevent use and misuse of substances, promote ways to reduce the harm that happens with mental health and substance use issues, improve access and coordination of care for people needing mental health and addiction services in alignment with the Behavioral Health priority area; and creating a coordinated and collaborative service delivery system in alignment with the Parenting & Life Skills priority area.
- B. Address the social determinates of health and health equity (SDOH-E) domain of economic stability:
 1. Place target populations into emergency housing supports.

2. Provide target populations with resource and service navigation that address social determinants of health and equity.
- C. Engage with community partners to assist target populations with navigating resources.
- D. Additional expectations of Project include:
 1. By the end of month twelve, if apartments are operational, complete at least one "use case" using a process that is considerate of the needs of focus population members.
 2. By the end of month twelve, complete at least three meetings between Contractor and CCO to strategize, plan, and set goals in building a glide path to long-term project sustainability upon completion of SHARE Initiative payment.
 3. By the end of month twelve, Contractor to complete at least two presentations to CCO's Community Advisory Council on program progress.
- E. Progress toward meeting objectives shall be documented by Contractor in reports as further specified in Exhibit C, **Reporting Requirements**. Such objectives shall be measured and evaluated using the Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive and Equitable standards.

IV. Population(s) to be Served:

- A. Unsafely housed pregnant people using substances and awaiting residential SUD treatment.

V. Project Deliverables:

Contractor agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement. In so doing, Contractor Shall:
 - a. Demonstrate progress toward completion of apartment repairs and renovations for housing and supports for a three-unit apartment complex.
 - b. Upon completion of renovation and occupancy of units, report on the following:
 - i. Number of pregnant community members placed in emergency housing
 - ii. Number of pregnant community members successfully transitioned into residential SUD treatment.
 - c. For program participants, if able, Oasis Center of the Rogue Valley will submit a report on the following information:
 - i. Oregon Health Plan CCO affiliation
 - ii. Data including race/ethnicity, age, language spoken, disability status, sexual orientation, and gender identity

VI. Eligible Project Expenses:

Contractor agrees to exclusively use Grant Funds to assist in financing the following Eligible Project Expenses, in amounts to be determined at the Contractor's sole discretion:

- A. Eligible project expenses include administrative support provided by ACCESS to Oasis Center of the Rogue Valley, and any direct costs associated with renovation for the three apartment units.
- B. Upon completion of the Project, Contractor shall return to CCO all disbursed Grant Funds not exclusively used to finance Eligible Project Expenses.

Contractor has discretion to determine which categories of the above expenses will be covered by Grant Funds, as well as the amount of grant funds that will be used for each category.

Exhibit B. Grant Funding Components

I. Payment:

- A. CCO will grant \$150,000 to Contractor for the Project subject to the terms and conditions of this Agreement. CCO will disburse Grant Funds to Contractor according to the Disbursement Schedule in this Exhibit B.
- B. Eligible Project Expenses.** Eligible project expenses include administrative support provided by ACCESS to Oasis, and any direct costs associated with renovation for the three apartment units. Administrative percentage allowance at 10% with an additional cap of 3% for administrative support provided by ACCESS.
1. Upon completion of the Project, Contractor shall return to CCO all disbursed Grant Funds not exclusively used to finance Eligible Project Expenses.

II. Disbursement Schedule:

Disbursement	Conditions Precedent to Disbursement	Disbursement Amount
First Disbursement	Letter of Agreement signed by both Parties, and Contractor's delivery of a true and accurate Contribution Installment Certificate to CCO	\$150,000

III. Form of Contribution Installment Certificate

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

In connection with the Letter of Agreement between Jackson Care Connect Coordinated Care Organization (CCO) and Oasis Center of the Rogue Valley ("Contractor"), the undersigned certifies the following in support of its request for the complete installment of the contribution by Jackson Care Connect CCO in the amount of \$150,000:

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C. Reporting Requirements.

- A. Contractor shall assist in all applicable reporting requirements in the CCO Contract associated receiving Grant Funds and the SHARE Initiative generally. CCO shall share these CCO Contract reporting requirements with Contractor as soon as reasonably possible so Contractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CCO in order for it to carry out its oversight and monitoring duties.
1. Contractor will provide semi-annual written reports to CCO beginning June 15, 2023 (with additional reports due every six (6) months), regarding progress-to-date of Project and the financial administration of the Grant Funds. Contractor shall provide CCO with a final cumulative written report regarding progress to date and the financial administration of the Grant Funds upon completion of the project. Reports should include progress toward completion of renovations of a three-unit apartment complex. Upon completion of renovation and occupancy of units, data reporting elements may include the number of pregnant community members placed in emergency housing and the number successfully transitioned into residential SUD treatment. Additional data to include participant OHP CCO affiliation, and demographic data including race/ethnicity, age, language spoken, disability status, sexual orientation, and gender identity.
 2. From time to time, CCO may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including progress of the Project, use of Grant Funds, compliance with the terms of this Agreement, percentage of the target population served, etc. At the reasonable request of CCO, Contractor shall provide such information and records, submit such reports, or make its personnel available to discuss aspects of the Project. CCO shall provide Contractor with reasonable notice along with detailed instructions on any material requested from Contractor, should any such request be made.
- B. **Financial Reporting Requirements.**
1. Contractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CCO, unless CCO policies and procedures or written reporting instructions allow otherwise.
 2. Contractor shall maintain sound financial management procedures and demonstrate to CCO through proof of financial responsibility that it is able to perform the work required under this Agreement efficiently, effectively and economically and is able to comply with the requirements of this Agreement.
 3. Contractor shall cooperate with CCO to submit any information required for CCO to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

Budget Proposal

**Oasis Center of the Rogue Valley
Emergency Shelter Apartments**

Expense	Estimates
	\$
City of Medford	
Permit(s)	\$6,000.00
Lead Abatement	
General Contractor	\$60,000.00
Paint	\$12,000.00
Flooring	\$9,000.00
Windows/Doors	\$30,000.00
Plumbing	\$18,000.00
Kitchen	\$7,200.00
Bathroom	\$5,400.00
Laundry Room	
Electrical	\$18,000.00
Locks	\$9,000.00
HVAC	
Roof	
Outside Improvements	\$18,000.00
Fence	\$12,000.00
Landscape	\$10,000.00
Contingency	\$50,000.00
TOTALS	<u>\$264,600.00</u>