

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
 - o **Annual SHARE Initiative Designation** in [Exhibit L6.7](#) to identify its SHARE Initiative designation based on the *prior year's financials*.
 - o **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.
 - o **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*.

CCO name: Yamhill Community Care

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 contact: Larry Soderberg

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.MCOTDeliverableReports@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](#))**
\$663,992

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.**

YCCO is supporting two projects, the Yamhill County Health and Human Services Sheridan Housing Project, a continuation of the prior year's project; and the Housing Authority of Yamhill County's Stratus Village Project, which is an affordable housing community.

The **Sheridan Housing Project** will provide 72 units of permanent supportive housing for individuals with a history of drug use and/or mental illness. Funded activities include continuing the build of the facility into Phase 3, adding an additional 37 units. The Project will provide on-site peer support, refer to substance use disorder treatment and behavioral health supports, and connect residents to other resources.

The **Stratus Village Project** will provide 175 units of permanent affordable housing for individuals and families in the Yamhill County region. Funded activities will be beginning the single-phase 175-unit build. Located in McMinnville, the complex will host human services, health, and education partners to bring resources and information to residents, and accessible community spaces for activities, gardening, and education. The space will serve low-income individuals and families and will be intentionally aligned with communities of color, who experience a rate of poverty nearly double that of white people in Oregon.

2022 SHARE Initiative Spending Plan Template

CHP/statewide priorities

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

The programs selected for the SHARE initiative all align with YCCO's Community Health Improvement Plan **Focus Area 6: Social Determinants of Health**, Objective 1: Increase the number of community members who are connected to stable housing. Both projects also support CHIP **Focus Area 4: Access to Care**, Objective 1: Increase community awareness of available services, rights, and benefits. By bringing behavioral health and traditional health worker supports to community members through the Sheridan Housing Project, and centralized resources and community-building into the Stratus Village affordable housing complex, information will be readily available to increase community awareness of available resources. The Sheridan Housing Project is in one of the most rural parts of the county, and its peer support and behavioral health supports there will address Objective 3: Improve availability of medical care in rural areas. Stable housing is considered a protective factor. CHIP **Focus Area 5: Trauma and Resiliency**, Objective 1 is to Increase protective factors that develop parental resilience. Finally, **Focus Area 6: Social Determinants of Health**, Objective 1, Strategy 1 encourages partnership with the Housing Authority to improve awareness of and access to housing vouchers. The Stratus Village project will include designated units for Section 8 vouchers, as well as an operating subsidy through a partnership with HAYC and the Confederated Tribes of Grand Ronde.

SHARE-funded programs also align with other community CHIPs, including **Yamhill County Public Health's** current Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The **Providence Newberg Hospital** CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The **Confederated Tribes of Grand Ronde** and the **Confederated Tribes of the Siletz Indians** both list Housing as a Priority Area in their respective plans. **Yamhill Community Action Partnership's** Needs Assessment identifies Recommendation 1: Prioritize the creation of a comprehensive housing strategy.

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

Both projects funded by the YCCO SHARE Initiative directly address housing-related services and supports. YCCO convened the major housing-focused organizations in the service area in 2020, and has continued this workgroup in order to identify housing-related initiatives and current needs and gaps. This group aligns resources to reduce waste and increase impact, provides guidance for SHARE decisions, and ensures alignment with the statewide housing priority. The Initiative spending supports a strategic portfolio of long-term programs and projects designed to increase infrastructure and serve a range of housing needs, from short term non-congregate shelter to supportive housing for people with substance use disorders and/or mental illness, to affordable community housing, set

2022 SHARE Initiative Spending Plan Template

up to equitably meet the varied needs of a diverse community. The SHARE-funded projects using 2021 funds will both partner with YCCO to meet additional social and medical needs. YCCO chose only two programs to support in each year of the SHARE initiative, in order to invest more significant funding and make higher impacts with capital investments in long-term housing programs.

SDOH-E partners and domains

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

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

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

C) Indicate whether the partner agreement is a subcontract and if yes, attach an updated Subcontractor and Delegated Work Report.

A. Partner name: Yamhill County Health and Human Services

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.

Please note: While YCHHS held a Subcontract, the SHARE agreement is a separate payment agreement and is not included as a portion of or addendum to the delegated work subcontract. The Subcontractor and Delegated Work Report is attached for reference (Items 2 and 3).

A. Partner name: Housing Authority of Yamhill County

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.

2022 SHARE Initiative Spending Plan Template

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

The SDOH-E Partners funded were selected as part of a rigorous review to understand current housing resources and assets. An existing collaborative of Yamhill County leaders provide an ongoing forum to share community activities and current opportunities of common interest, especially around housing. Participating organizations in that group include YCCO, the Housing Authority of Yamhill County, Yamhill County Health and Human Services, Yamhill Community Action Partnership, and in 2023 this group will add Providence Newberg Hospital. YCCO identified the projects presented by that group that were most in line with SHARE objectives, the CHIP, and guidance and data from the Community Advisory Council, Quality and Clinical Advisory Panel, and Community Health Assessment. YCCO completed a rubric developed from SHARE and CBI criteria. YCCO then shared a proposal template with all partners associated with local housing efforts identified through the Yamhill Area Leaders workgroup. YCHHS, YCAP, and HAYC completed proposals. In 2020, three potential projects were identified, but only two were SHARE funded in 2021, YCHHS' and YCAP's. The HAYC proposal and a portion of YCHHS' proposal was approved by the CAC and Board for provisional funding in 2022 if their project goals remained the same, which they did. YCCO continues to work with all community partners to ensure alignment and regular updates about project progress and emerging needs within the community related to housing.

In the 2022 cycle using 2021 SHARE funds, YCCO requested updates from YCHHS and HAYC to ensure project objectives still met SHARE requirements and aligned with CHIP and YCCO goals. The Board of Directors and the Community Advisory Council both reviewed and reapproved these expenditures based on these updates and criteria at the recommendation of the Yamhill County Leaders workgroup. The partners and projects proposed for 2021 funds were ultimately reviewed and approved twice by the Yamhill County Leaders collaborative group, the Community Advisory Council, and the Board of Directors. This two-year strategy allowed the HAYC project to receive assurance of future funding in 2020, which aided them in leveraging additional grant funding for the project over the course of 2021, creating a higher match for YCCO's promised investment. By creating longer-term strategies instead of siloed annual funding, YCCO's goal is to create sustainability for funded agencies and ensure the success of funded programs to best align with statewide housing goals.

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

2022 SHARE Initiative Spending Plan Template

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 YCCO Community Advisory Council was designated as the governing body to review SHARE spending proposals and provide a recommendation to the Board of Directors for its final decision. The group received detailed background information on the SHARE initiative in March and April 2021, in which the YCHHS Sheridan Housing Project and the HAYC Stratus Village Project were both introduced. The group confirmed that these projects were CHIP aligned. In July 2021, the group recommended that the HAYC Stratus Village project be delayed, because its start date was later than the other projects (less urgent) and the group recommended prioritizing more rural investments (Sheridan Housing Project) and more urgent needs (YCAP's Project Turnkey) first. To respect the CAC's recommendation, only the latter two projects were funded in 2021, and revisited in 2022.

The CAC receives updates at least annually on the SHARE-funded projects, receiving an update in May 2022 and November 2022, during which they reviewed and approved 2021 SHARE funding. Two CAC members are also members of the Board of Directors, with one recently elected to Vice-Chair, and thus have additional opportunity to review and provide feedback on SHARE Initiative strategies and funding, and contribute to the final approval vote on 2021 funds.

The CAC provided the following recommendations for any SHARE-funded housing programs:

- Prioritize projects that have an impact on the community sooner rather than later.
 - YCHHS' Sheridan Housing Project is already offering units to individuals and families, and HAYC's complex will start building in 2023.
- Prioritize projects that have an impact beyond just McMinnville/Newberg.
 - YCHHS' Sheridan Project is in the West Valley, specifically called out by the CAC as a high-needs area. While the HAYC complex is McMinnville, it will increase available affordable housing for anyone in Yamhill County, especially through its partnership with the Confederated Tribes of Grand Ronde, also located in the West Valley.
- Prioritize projects offering co-located services and supports and reduce need for transportation.
 - YCHHS' Sheridan Project offers on-site peer supports; HAYC Stratus Village offers on-site resources, classes, and community events.
- Consider avoiding deterring factors for potential residents.
 - Both projects are as low-barrier as possible within the parameters of their funding.
- Consider avoiding relocation for potential residents.
 - By funding programs in both McMinnville (the population center of Yamhill County) and in the West Valley (a more rural area), YCCO is investing in a broad geographic range for housing supports.

This feedback was incorporated into a final budget presentation to the YCCO Board of Directors, which recommended:

- Paying the remainder of YCHHS' Sheridan Housing Project's request with 2021 funds, already partially funded with 2020 funds
- Fully funding HAYC Stratus Village with 2021 funds

Section 3: Additional details

2022 SHARE Initiative Spending Plan Template

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.

YCHHS Sheridan Housing Project

- 1) Demonstrate progress toward completion of Project facility build and implementation of housing and supports for a 72-unit housing complex, with Phase Three beginning in 2022.
- 2) Report on the following:
 - a. Housing referrals, including number of referrals, referral source, and demographics
 - b. Duration residents live in Project complex
 - c. Support activity data, including number, type, and attendees at each activity, group, and class
 - d. Number of residents successfully completing substance use disorder treatment
 - e. Number of peer services and contacts provided to residents
- 3) For all program participants, provide, at minimum:
 - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
 - b. Homelessness status, income, substance use status
- 4) Achieve and demonstrate permanent supportive housing for individuals in recovery and their families

YCHHS Sheridan Housing Project

- 1) Demonstrate progress toward completion of Project facility build and implementation of housing and supports for a 175-unit housing complex to begin construction in 2023.
- 2) If residents have started occupying the housing units before the biannual reports, report on the following:
 - a. Housing referrals, including the number of referrals, referral source, and demographics
 - b. Duration residents live in Project complex
 - c. Support activity data, including number, type, and attendees at each activity, group, and class
- 3) For all program participants, provide, at a minimum, as available,
 - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
 - b. Homelessness status, income, involvement with the justice system

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



Supporting Health for All through REinvestment Initiative YCCO Budget Proposal

SHARE Allocation: \$663,992

<i>Agency</i>	<i>Program Name</i>	<i>Program Area</i>	<i>Funding Type</i>	<i>Budget Proposal</i>
Housing Authority of Yamhill County	Stratus Village	Housing	Capital expense	\$500,000
Yamhill County Health and Human Services	Sheridan Project	Housing	Capital expense	\$163,992
TOTAL				\$663,992

**Yamhill Community Care Organization
Letter of Agreement**

This Letter of Agreement (hereinafter “Agreement”) is made and entered by and between Yamhill Community Care Organization, dba Yamhill Community Care (hereinafter “Yamhill CCO”) and the Housing Authority of Yamhill County (hereinafter “Provider”). The effective date of this Agreement shall be December 1st, 2022 through October 31st, 2023.

Project: *Stratus Village Project*
Contact/Lead: Vickie Ybarguen
Phone: 503-883-4318
Email: vybarguen@hayc.org

Yamhill CCO Contact: Seamus McCarthy Ph.D.
Phone: 503-376-7424
Email: smccarthy@yamhillcco.org

Background.

Yamhill CCO will partner with Provider on the Stratus Village Project (the “Project”) which will provide 175 units of permanent affordable housing for individuals in a convenient location in McMinnville, Oregon.

The Project complex will host human services, health, and education partners that will add to the richness of support for residents. The centrally-located community building will offer private offices, meeting spaces, and a large community room. The grounds will also include a community garden planned and operated with support from local partners. Plans include assisting residents with growing food and then classes to teach them how to prepare meals. Walking paths will link to larger community trails. This will be the first new affordable housing development in McMinnville since 2008.

This housing-related project addresses the following Social Determinants of Health domains, as specified in OAR 410-141-3735(3)b(): Neighborhood and built environment, Social and community health, Economic stability.

The program aligns with Yamhill CCO’s Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members connected to stable housing. It also aligns with other community CHIPS, including Yamhill County Public Health’s Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans.

I. Evaluation Measures.

Provider will utilize Yamhill CCO funding to address strategic, community-aligned Social Determinants of Health and Equity (SDOH-E) initiatives through the following:

- Construct a 175-unit affordable housing community.
- Begin construction in Q3 2023.
- Provide permanent affordable housing to individuals and families to increase the likelihood of successful sustained housing.
- Offer community-centered spaces, classes, and resources in the housing facility.

II. Reporting.

Provider will submit biannual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of the initiative as follows:

- December 1st, 2022 – February 29th, 2023; report due *March 31st, 2023*
 - March 1st, 2023 – August 31st, 2023; report due *September 30th, 2023*
- 1) Demonstrate progress toward completion of Project facility build and implementation of housing and supports for a 175-unit housing complex to begin construction in 2023.
 - 2) If residents have started occupying housing units before the biannual reports, report on the following:
 - a. Housing referrals, including the number of referrals, referral source, and demographics
 - b. Duration residents live in Project complex
 - c. Support activity data, including number, type, and attendees at each activity, group, and class
 - 3) For all program participants, provide, at a minimum:
 - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
 - b. Homelessness status, income, involvement with the justice system

III. Payments.

Yamhill CCO agrees to fund the Project \$500,000 to be distributed in CY2022 using CY2021 Supporting Health for All through REinvestment (SHARE) funds. Provider will invoice Yamhill Community Care for the full amount, which will be paid upon execution of this agreement.

IV. Miscellaneous.

- a. Parties agree that all payments are at the sole discretion of the Yamhill CCO Board of Directors and does not imply or guarantee ongoing funding.
- b. Each party shall keep information confidential and shall not use or disclose it except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable

under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws. Provider agrees to uphold all confidentiality provisions of the Agreement between Yamhill CCO and Provider and specifically safeguard the health information of Yamhill CCO members as it applies to activities related to this Project and program.

- c. Provider will comply with HIPAA, HITECH, and other Applicable Laws regarding the privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Provider agrees to share data securely with Yamhill CCO as appropriate within the scope of this Project and collect participant-specific data, including demographic data and OHP status, at minimum.
- d. Yamhill CCO and Provider are the only parties entering this Agreement. Provider is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent or the relationship of partnership or joint venture. Yamhill CCO's agents, officers, or employees shall not be considered or considered to be employees of Provider, and Provider's agent's officers or employees likewise shall not be construed to be employees of Yamhill CCO. Provider may use the funds disbursed through this Agreement to distribute subgrants but may not use the funds disbursed through this Agreement to fund any third party for new projects or work outside of the Project unless expressly described in this Agreement in advance. Yamhill CCO encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. Yamhill CCO is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that Yamhill CCO develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.
- e. In compliance with state and federal laws and regulations, Provider will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.
- f. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.
- g. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.
- h. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances, and regulations. Further, during the term of and with respect to their performance under this Agreement, each party shall remain in

compliance with all applicable laws, ordinances, and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

- i. Provider and Yamhill CCO each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates, from and against all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. Provider and Yamhill CCO acknowledge and agree that Provider's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, Provider shall not be liable to Yamhill CCO, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on Provider's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Yamhill CCO, Yamhill CCO members, or health care providers.
- j. No modification of this Agreement, including the attached Exhibit shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.
- k. This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.
- l. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.
- m. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.
- n. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.

- o. This Agreement may be terminated (i) by written agreement of both parties if the requirements are not met, or (ii) by either party with written notice to the other party no less than thirty (30) days in advance of termination.

Yamhill CCO and Provider, by their signatures below, acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

Agreed to on behalf of the Housing Authority
Of Yamhill County (HAYC):



Signature

Name: Vickie Ybarguen

Title: Executive Director

Date: 12-27-22

Agreed to on behalf of Yamhill CCO:


Signature

Name: Seamus McCarthy

Title: CEO

Date: 12/28/22

**Yamhill Community Care Organization
Letter of Agreement**

This Letter of Agreement (hereinafter "Agreement") is made and entered by and between Yamhill Community Care Organization, dba Yamhill Community Care (hereinafter "Yamhill CCO") and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter "Provider"). The effective date of this Agreement shall be October 31st, 2022 through October 31st, 2023.

Project: *Sheridan Housing Project*

Contact/Lead: Jason Henness

Phone: 503-434-7523

Email: hennessj@co.yamhill.or.us

Yamhill CCO Contact: Seamus McCarthy Ph.D.

Phone: 503-376-7424

Email: smccarthy@yamhillcco.org

Background.

Yamhill CCO will partner with Provider on the Sheridan Housing Project (the "Project") which will provide 72 units of permanent peer supported housing for individuals and families in recovery from substance use disorders in three phases:

- Phase one- 30 units
- Phase two- 30 units
- Phase three- 12 units

The Project complex will provide a supportive environment inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities. The goal is to build connection and community for sustained recovery and wellness. In addition to the onsite services, the Project complex is adjacent to a retirement community and the goal is to build additional natural supports between the two populations. Residents in the retirement community can support individuals and families in the Project complex through gardening support, childcare, etc. Individuals and families in the Project complex can support residents in the retirement community as well.

This housing-related project addresses the following Social Determinants of Health domains, as specified in OAR 410-141-3735(3)b(): Neighborhood and built environment, Social and community health, Economic stability.

The program aligns with Yamhill CCO's Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members who are connected to stable housing. It also aligns with other community CHIPS, including Yamhill County Public Health's Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans.

B.D. 22-382

I. Evaluation Measures.

Provider will utilize Yamhill CCO funding to address strategic, community-aligned Social Determinants of Health and Equity (SDOH-E) initiatives through the following:

- Construct a 72-unit facility for provision of housing and behavioral health services.
- Begin Phase Three of the Project in 2022.
- Provide permanent supportive housing to individuals and their families in recovery to increase the likelihood of successful recovery and sustained housing.
- Offer a recovery-centered facility inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities for residents.

II. Reporting.

Provider will submit biannual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of initiative as follows:

- October 31st, 2022 – February 29th, 2023; report due *March 31st, 2023*
 - March 1st, 2023 – August 31st, 2023; *report due September 30th, 2023*
- 1) Demonstrate progress toward completion of Project facility build and implementation of housing and supports for a 72-unit housing complex, with Phase Three beginning in 2022.
 - 2) Report on the following:
 - a. Housing referrals, including number of referrals, referral source, and demographics
 - b. Duration residents live in Project complex
 - c. Support activity data, including number, type, and attendees at each activity, group, and class
 - d. Number of residents successfully completing substance use disorder treatment
 - e. Number of peer services and contacts provided to residents
 - 3) For all program participants, provide, at minimum:
 - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
 - b. Homelessness status, income, substance use status
 - 4) Achieve and demonstrate permanent supportive housing for individuals in recovery and their families

III. Payments.

Yamhill CCO agrees to fund the Project \$163,992 to be distributed in CY2022 using CY2021 Supporting Health for All through REinvestment (SHARE) funds.

IV. Miscellaneous.

- a. Parties agree that all payments are at the sole discretion of the Yamhill CCO Board of Directors and does not imply or guarantee ongoing funding.
- b. Each party shall keep information confidential and shall not use or disclose, except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws. Provider agrees to uphold all confidentiality provisions of the Agreement between Yamhill CCO and Provider, and specifically safeguard the health information of Yamhill CCO members as it applies to activities related to this Project and program.
- c. Provider will comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Provider agrees to share data securely with Yamhill CCO as appropriate within the scope of this Project, and collect participant-specific data, including demographic data and OHP status, at minimum.
- d. Yamhill CCO and Provider are the only parties entering this Agreement. Provider is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent, or the relationship of partnership or joint venture. Yamhill CCO's agents, officers, or employees shall not be considered or considered to be employees of Provider and Provider's agent's officers or employees likewise shall not be construed to be employees of Yamhill CCO. Provider may use the funds disbursed through this Agreement to distribute subgrants but may not use the funds disbursed through this Agreement to fund any third party for new projects or work outside of the Project unless expressly described in this Agreement in advance. Yamhill CCO encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. Yamhill CCO is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that Yamhill CCO develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.
- e. In compliance with state and federal laws and regulations, Provider will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.

- f. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.
- g. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.
- h. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.
- i. Provider and Yamhill CCO each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. Provider and Yamhill CCO acknowledge and agree that Provider's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, Provider shall not be liable to Yamhill CCO, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on Provider's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Yamhill CCO, Yamhill CCO members, or health care providers.
- j. No modification of this Agreement, including the attached Exhibit shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.
- k. This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.
- l. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.

- m. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.
- n. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.
- o. This Agreement may be terminated (i) by written agreement of both parties if the requirements are not met, or (ii) by either party with written notice to the other party no less than thirty (30) days in advance of termination.

Yamhill CCO and Provider, by their signatures below, acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

Agreed to on behalf of Yamhill County Health & Human Services (YHHS):

Lindsey Manfrin

Digitally signed by Lindsey Manfrin
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County,
ou=YHHS, ou=Public Health, cn=Lindsey Manfrin,
email=manfrin@co.yamhill.or.us
Date: 2022.12.13 09:19:32 -0800

Signature

Name: Lindsey Manfrin

Title: Health and Human Services Director

Date: 12.13.22

Agreed to on behalf of Yamhill CCO:

Seamus McCarthy

Signature

Name: Seamus McCarthy

Title: CEO

Date: 11/30/2022

Accepted by Yamhill County Board of Commissioners on 12/15/22 by Board Order # 22-382