

Overview

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

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

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

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

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

By September 30¹ of each Contract Year, each CCO shall annually submit to OHA for review and approval its SHARE Initiative Spending Plan identifying how it intends to direct its SDOH-E spending based on net income or reserves from the prior year for the SHARE Initiative. This annual SHARE Initiative Spending Plan Report will capture from CCOs how they are meeting these contractual requirements.

SHARE Initiative Reporting

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

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

Annual SHARE Initiative Spending Plan Report Template

Report Template

CCO Name: **Columbia Pacific Coordinated Care Organization**

CCO Contact: **Nancy Knopf**

Instructions:

- Respond to items 1-11 below using this template.
- Be clear and concise in your responses. Do not exceed 20 total pages for your report. (This page count does not include the attachments referenced in items 7, 8 and 11.)
- Your submission must include the formal agreement with each of the SDOH-E Partners as required by the CCO contract and referenced in item 7. If any agreement with an SDOH-E Partner is a “Subcontract” as defined in the CCO contract, then your submission must include the Subcontractor and Delegated Work Report updated for the Subcontract/s, as required by the CCO contract and referenced in item 7. Refer also to the OHA [memo](#) dated March 4, 2021, that clarifies SHARE Initiative SDOH-E Partner contract requirements.
- All file names must clearly reflect the content (e.g., CCOxyz_SHARE_Item7).
- When submitting materials, CCOs must ensure that only materials pertinent to the focus area are submitted.

Submit the completed report to CCO.MCOCDeliverableReports@dhsosha.state.or.us by September 30 of the Contract Year.

Section 1: SHARE Initiative Designation

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

Section 2: SHARE Initiative Spending Plan

SDOH-E Domains and CHP/Statewide Priorities

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

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

Annual SHARE Initiative Spending Plan Report Template

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

CPCCO's Regional Health Improvement Plan has been adopted as a shared plan in our service region by Public Health, County Governments and Hospitals. There are eight priority areas, two of which align with our SHARE Initiative plan.

One of the eight priority areas of CPCCO's five year Regional Health Improvement Plan (RHIP) is focused on Housing. The goal of this priority area is to partner across sectors to reduce the impact housing insecurity has on health and well-being for all individuals in Clatsop, Columbia, and Tillamook Counties.

Further alignment with the RHIP is found in one of the three objectives in the Housing priority area of the RHIP to "support and collaborate on increasing the number of initiatives and programs that provide stability, affordability, quality and safety for low- income individuals who have housing needs."

Our strategies for Housing are to:

- 1) Increase the number of tenancy sustaining services;
- 2) Create transitional support services between higher and lower levels of care; and
- 3) Increase programs that support the remediation of unsafe or inadequate housing conditions.

The second priority area in the RHIP that aligns with the SHARE proposed spending plan is "Access to Care: Social Safety Net". In this area of focus the goal is to ensure individuals and community stakeholders can easily and accurately identify, locate, and access health and community services, including healthy foods.

One of two objectives to increasing access to the social safety net is to "collaborate to support the establishment and expansion of a comprehensive, cohesive network on Unite Us/Connect Oregon for conducting social needs screening and coordinating care between hospitals, community-based programs and primary care settings."

One of our three strategies for increasing access to health-related community-based services and unmet social care needs aligns with our SHARE spending plan. Strategies 2 and 3 are being focused on in other initiatives such as our Traditional Health Worker strategic plan.

Aligned strategies for SHARE are:

1. Increase community awareness of resources and supports through screening for social determinants of health in clinical settings

Annual SHARE Initiative Spending Plan Report Template

and the coordination of referrals across sectors.

2. Deploy community resource navigators to key locations throughout the region; and

3. Collaborate to increase the options for transportation, including the development of a volunteer driver network.

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

CPCCO's Regional Health Improvement Plan's priority area focused on Housing is in alignment with the state and is supported through our Board-approved Regional Housing Impact Fund. The Housing Impact Fund is a shared impact model that leverages multiple avenues of funding opportunities. It is focused on organizations whose mission or core competence includes housing support services and eviction prevention. Organizations that provide housing that is a benefit to our members, and nonprofits with the capacity and capability to provide services including supportive housing in our service region, are prioritized as investment partners.

With key stakeholders in the region, CPCCO designed the Housing Impact Fund to address three areas of investment focus:

1. Increasing affordable housing stock regionally that is:

a. Permanent and Supportive

b. Transitional or Shelter

c. Respite programs as an alternative to hospital level of care for mental health crisis

2. Increasing houselessness services that are focused on:

a. Eviction prevention

b. One-stop services

c. Built for Zero

3. Increasing housing supports that:

a. Maintain tenancy

b. Provide care coordination for social and health care

SDOH-E Partners

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

CPCCO has a history of partnering through grant funding with Community Action Team (CAT), an anti-poverty program serving Clatsop, Columbia, and Tillamook Counties. Founded in 1962 CAT is one of three social safety net providers in the CPCCO service region whose focus

Annual SHARE Initiative Spending Plan Report Template

is to reduce the extent and negative effects of poverty, increase family self-reliance and improve community facilities and affordable housing stock.

Community Action Team programming makes homes safer and healthier through Lend a Hand, Healthy Homes, weatherization, and Home Rehabilitation—the latter of which has been in existence for over 30 years. The SHARE project will focus on building capacity in the Healthy Homes (HH) program to increase the bi-directional referral and coordination of care between the participants in HH, providers of healthcare and other social safety net services in the region.

The HH program serves households in Clatsop, Columbia and Tillamook Counties and subscribes to the HUD Healthy Homes Model. HH is considered a best practice based on the national Green and Healthy Homes initiative. The program provides repairs, remediation measures and/or enhancements that will improve the home environment for people who have respiratory illness, balance/mobility issues that could lead to falls, or other health conditions that are intensified in the home environment.

The program is voluntary and focuses on low-income individuals who qualify for OHP or are dually eligible with Medicare/Medicaid. Program participants are identified by the Community Action Team or partner agencies as they screen for social health needs that exacerbate health issues in the individuals living environment. Individuals who agree to participate will receive care coordination services to link to health and other social care supports through the Connect Oregon platform, and will receive a home assessment that identifies structural health, safety needs and self-identified health care supports. A plan for remediation is developed and implemented from the assessment. Evaluation of the effectiveness of the SHARE initiative includes a consumer-based survey as well as an evaluation of utilization and health outcomes of participant households.

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

CPCCO has an established partnership with CAT beginning in 2014 through grant funding to support the Healthy Homes program. CAT has demonstrated a readiness to move beyond grant funding to pilot more sustainable value based/pay for outcomes funding models. Using the Unite Us/Connect Oregon platform intends to increase the connection to health care for Healthy Homes program participants. CAT's ability to manage the administrative requirements which includes a commitment to participate in a multi-year effort to develop sustainable payment structures.

CAT organizational readiness includes the capacity to meet the objectives and deliverables of the project.

Annual SHARE Initiative Spending Plan Report Template

Objectives of the project are to:

- a. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements
- b. Be grounded in evidence-based criteria issued by recognized professional organizations
- c. Reduce health disparities among specified populations
- d. Align with goals of the CPHCO Regional Health Improvement Plan (RHIP)
- e. Address the need to provide supports to maintain tenancy for OHP-enrolled individuals in Columbia, Clatsop and Tillamook Counties.

Deliverables of the Project are to:

- a. Work with OHP clients, including dually eligible Medicare/Medicaid clients, to make needed housing renovations to improve substandard living conditions and mitigate adverse health effects to maintain tenancy.
- b. Accept program referrals through Unite Us/Connect Oregon.
- c. Increase awareness, outreach, and enrollment in each of the three-service area counties.
- d. Verify and report on OHP enrollment status of clients utilizing the program.
- e. Collaborate with CPHCO to develop value-based payment structures for the Healthy Homes program and.
- f. Transition current grant funded model to a value-based payment contract.

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

Yes No

If no, please explain why not. Click here to enter text.

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

Community Advisory Council (CAC)

Annual SHARE Initiative Spending Plan Report Template

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

Click here to enter text. CPCCO has three local councils and one regional advisory council comprised of the Chair and Co-Chair for each council. Over 51% of our advisory council members are representatives of the Oregon Health Plan. The Councils have a direct role in determining the priority areas of the CPCCO Regional Health Improvement Plan (RHIP) and adopting the RHIP as the primary plan for the CCO to focus on addressing SDOH in our service region. The advisory councils oversee and give feedback on the strategies and progress of the RHIP as part of the regular advisory council meetings, including reviewing and giving feedback on the RHIP annual updates submitted to OHA. Since the SHARE Initiative aligns closely with our two RHIP priority areas of Housing and Access to the Social Safety Net, the process developed for making informed decisions regarding the areas of investment for the RHIP will now include the SHARE Initiative. This process deploys the popular education and participatory action research models where advisory councils determine their level of participation and engagement through understanding goals and expected outcomes, relevant data, and on-going updates related to progress of meeting the objectives of the project. Advisory council members will be invited to share lived experience or direct service experience related to the Healthy Homes project to support on-going process and quality improvement of social and health care outcomes.

Through a several year process improvement project with our advisory councils, CPCCO developed a current best practice of council member oversight of grant funding that will align with advisory council roles for the SHARE Initiative. The SHARE initiative will be incorporated into the existing procedures that support advisory council members to review, rate and make informed recommendations on community investment proposals that address the goals and objectives of the CCO's Regional Health Improvement Plan. These processes (best practices) are built on participatory action research and popular education models and will support council members to make informed decisions about investment decisions and HH program process improvement activities.

Section 3: Optional: Additional Details

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

See SMARTIE goals worksheet that has been incorporated into the LOA and spending plan.

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

**Columbia Pacific CCO
SHARE Budget
Contract Year 2020**

Proposed Budget

SHOH-E Partner:

Community Action Team

FEIN:

Program:

Healthy Homes: Eligible Project Expenses:

Housing Rehabilitation

Increasing internal administrative staffing/capacity

Material and marketing (not > 5% of grant)

Payment Schedule:

Payment 1	TBD	\$100,000
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Total Payments		<hr/> <u>\$ 100,000.00</u>
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Healthy Homes SHARE Initiative

Year One SMARTI Goals

Goal #	S	M	A	R	T	I	E	Final
	Specific. What is it you want to achieve? (Five Ws can help)	Measurable. How will you know when you have achieved your goal? How much/how many?	Action-oriented. To keep you motivated, are there identifiable actions or milestones?	Relevant. What results can be achieved given your available resources?	Time-Bound. What is an appropriate deadline?	Inclusive. How will you include traditionally marginalized people into processes, activities, and decision-making in a way that shares power?	Equitable. How will you include an element of fairness or justice that seeks to address systemic injustice, inequity, or oppression?	What is the full language of the draft SMARTIE goal?
1	Hire/Assign dedicated staff to support program capacity building	1.0 fte for the region dedicated to HH program.	All three community action programs are aware of grant and fte focus, how to be involved.	Build towards creating awareness and connecting to new resources for referrals	End of month three of funding.	Community Action programs in all three counties begin promotion to their clients.	Strategic planning begins to promote programming to sub-populations	By the end of month 3 1.0 fte for the region is dedicated to the HH program and strategic planning occurs to promote programing to identified sub-populations.
2	Update marketing communication materials in Spanish and English	Vendor and process have been identified including peer review group for all HH materials.	Vendor for translation and interpretation identified. Process in place for peer review.	Increased awareness in identified sub-populations on how to support access to programming.	End of month six of funding.	Peer review participants identified and given stipend to participate in short term focus group.	Participatory Action Research model deployed to create materials and offer interpretation.	By the end of month 6 marketing and communication materials are available in Spanish and English with input from identified sub-populations.
3	Create formal agreements with cross-sector partners. Could include partners who will refer into the program, Habitat, or contractors.	Three LOAs per county, in all three counties, for a total of nine.	LOAs signed; minimum partnership needed to close loops in each county.	Can be achieved in each county; is a necessary milestone in ability to complete projects in each county.	End of month 9 of funding.	Should ideally include at least one organization that partners with CPCCO and CAT in the RHIP priorities. Can use stories or COVID emergency funds to identify.	At least one of the organizations should explicitly serve: Latinx/o/a community, survivors of intimate partner violence, those with intellectual or physical functional difficulties, and/or OHP members.	By the end of month 9, sign at least 9 LOAs (3/county), including organizations that partner in meeting RHIP priorities and those who serve Latinx/o/a community, survivors of intimate partner violence, those with intellectual or physical functional difficulties, and/or OHP members
4	Adoption and use of Connect Oregon to refer members into Healthy Homes.	Receive a minimum of 5 referrals per county on Connect Oregon, closing the loop (responding to sender) on 3 of 5 referrals. Would total 15 received referral, with 9 receiving a response.	Milestones could include receiving the first referral in each county, closing the loop on the first referral in each county, other measures that CO was used effectively. Could also include a marketing effort that reaches local CBOs on the network.	Is free and includes technical assistance both from Unite Us and from CPCCO as needed.	End of month six of funding.	Referrals should come from partner organizations who serve OHP members.	All referrals should be for OHP members, should focus on referrals for focus populations listed above.	By the end of month 6, receive at least 15 referrals through Connect Oregon, responding to at least 9, and with at least 3 coming on behalf of members who identify as part of the focus populations.
5	Establish supports for low income, Section 8 housing that is run by NOHA.	Complete at least one "use case" Healthy Homes project that occurs in a NOHA housing unit and community mental health programs housing programs.	Milestones could include signing an LOA with NOHA, and establishing a workflow when needs are identified.	NOHA serves all three counties and maintains multiple properties that serve OHP members and those who are underinsured or uninsured.	End of month 12 of funding.	Most who qualify for housing through NOHA are OHP members, and are disproportionately likely to belong to other focus populations as well. Would be ideal to include either stories or input from affected tenants in workflow development.	Workflow can and should include considerations for the particular needs for the focus populations including wheelchair accessibility, the use of interpreters during case assessment, and consideration of trauma-informed workflow for those who have experienced violence and trauma.	By the end of month 12, complete at least one "use case" in a NOHA housing unit, using a process that is considerate of the needs of focus population members.
6	Successful projects completed in all three counties.	Complete at least one "use case" per county that establishes county-specific workflows and considerations.	Milestones could include signing LOAs with key partners, establishing county-specific or need-specific workflows. Particular focus on the expansion to Tillamook County.	One project per county (can include the NOHA use case) allows for footprint establishment and relationships to be built that will be necessary to function at an expanded level.	End of month 12 of funding.	Each county is unique in terms of resources available and the situations of those most likely to need referrals. Test cases will help inform scope expansion inclusively.	Community Based Organizations in the region are using the Connect Oregon platform to refer to specific programming and are aware of supports to access for english as a second language participants.	By the end of month 12, complete at least one "use case" in each county, using a process that is considerate of the needs of focus population members and their particular communities.
7	Dedicated time to explore sustainability through Value Based Payments once SHARE funding has finished.	Complete at least two meetings with CPCCO staff to strategize, plan, and set goals regarding ramp-up to Value Based Payments.	Milestones could include setting each meeting, completing the first meeting, any "homework" between meetings, and completing the second meeting.	Sustaining a region-wide program will require a shift away from grant-based payment towards contract-based payment, particularly considering that liens can't be put on NOHA housing. Technical support and partnership with CPCCO is available in the design of the VBP arrangement.	End of month 12 of funding.	Ensuring continuity and quality improvement in the long term requires sustainable funding. Can/should include opportunities for feedback and partnership with focus population into the contracting process.	Contracting can/should "price in" varying levels of need that are most likely to come up for the focus populations in order to maintain fairness in payment. Could include levels of THW involvement, consideration of ED use averted, etc.	By the end of month 12, complete at least two meetings between CAT and CPCCO to strategize, plan, and set goals in building a glide path to long-term Value Based Payment upon completion of SHARE Initiative payment.

Columbia-Pacific SHARE Initiatives Logic Model

INPUTS:	ACTIVITIES:	OUTPUTS:	ST OUTCOMES	LT OUTCOMES
<p>CCO 2.0 Requirement.</p> <p>Funding: \$100,000 for the first year.</p> <p>Community Advisory Council Members oversight.</p> <p>Community Action Team will receive a large capacity building grant for a regional Healthy Homes project.</p> <p>CPCCO will support and collaborate on the project including program evaluation.</p> <p>Connect Oregon platform will be used for referrals.</p>	<p>Partner across sectors and collaborate to support the establishment and expansion of supports to maintain tenancy for OHP members through promotion and outreach.</p> <p>Utilize the Connect Oregon platform for coordinating healthy homes referrals between hospitals, community based organizations and primary care settings.</p> <p>Conduct screening for social determinants of health in clinical and social care settings and the coordination of referrals across sectors.</p> <p>Extend outreach and enrollment in each of the three service area counties for Healthy Homes screenings, assessments and supports.</p> <p>Work with OHP clients, including dually eligible Medicare/Medicaid clients, to make needed housing renovations to improve substandard living conditions and mitigate adverse health affects resulting from the home in order to maintain tenancy , support improved health and wellbeing.</p> <p>Verify and report on OHP enrollment status of clients utilizing the program.</p> <p>Community Action Team and CPCCO collaborate to develop value-based payment structure for Healthy Homes program.</p> <p>Transition current grant-funded model to a value-based payment contract.</p> <p>Community Advisory Councils have a designated role in program evaluation and recommendations for improvement. .</p>	<p>Community Action Team (CAT), an anti-poverty program serving Clatsop, Columbia and Tillamook Counties.</p> <p>Formal partnerships with organizations that serve: Latiinx/o Community IPV. Intellectual or physical functional difficulties. OHP members</p> <p>OHP and dual eligible clients in need of housing renovations. Identify the stakeholders involved in the project, and level of involvement.</p>	<p>Increase the number of supports and services that provide stability, affordability, quality and safety for low income individuals who have housing needs.</p> <p>Increase community awareness of resources and supports.</p> <p>Increase the number of tenancy sustaining services.</p> <p>Increase programs that support the remediation of unsafe or inadequate housing conditions.</p> <p>Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.</p> <p>Reduce health disparities among specified populations. <i>Which populations?</i> <i>Latino/x</i> <i>IPV survivors</i> <i>Intellectually and physical functional difficulties</i> <i>OHP members</i></p>	<p>Address the need to provide supports to maintain tenancy for OHP-enrolled individuals in Columbia, Clatsop, and Tillamook Counties.</p> <p>Be grounded in evidence-based criteria issued by recognized professional organizations.</p> <p>Ensure individuals and community stakeholders can easily and accurately identify, locate and access health and community services to maintain tenancy and mitigate chronic health conditions.</p> <p>Transition current grant funded model to a value-based payment contract .</p> <p>Create transitional support services between higher and lower levels of care.</p> <p>Align with goals of the Regional Health Improvement Plan (RHIP).</p>

THE SITUATION:

Supporting Health for All through REinvestment: the SHARE Initiative was created through House Bill 4018 (Oregon Legislature, 2018) and requires CCOs to invest a portion of revenue back into communities to address health inequities and the Social Determinants of Health and Equity (SDOH-E).

The primary goals are to:

Safeguard public dollars by requiring that a portion of CCOs' profits are reinvested in their communities; and,

Improve member and community health by requiring reinvestments go toward upstream factors that impact health (for example, housing, food, transportation).

**Columbia Pacific Coordinated Care Organization
Letter of Agreement**

This Letter of Agreement (“Agreement”) is between Columbia Pacific Coordinated Care Organization (“CPCCO”) and Community Action Team Incorporated of Columbia County, Oregon (“Grantee”) for the time period of **TBD to TBD**.

Project: **Healthy Homes**
Agreement Contact: Dan Brown
Contract email: dbrown@cat-team.org
Project Contact: Susan Wagner
Project E-mail: swagner@cat-team.org

CPCCO Agreement Number: **21-0501**
CPCCO Project Number: **<<TBD >>**
CPCCO Contact: **Nancy Knopf**
E-mail: knopfn@careoregon.org

I. Recitals

- A. CPCCO is a Limited Liability Corporation of which CareOregon, Inc., an Oregon nonprofit, public benefit corporation, is the single member.
- B. CPCCO is contracted with the Oregon Health Authority (OHA) via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids 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. CPCCO wishes to use SHARE initiative funds to be granted to community-based organizations pursuing projects focused on increasing equitable access to SDoH-HE for target populations.
- D. Grantee is a nonprofit agency with a mission to maintain tenancy in safe, affordable, decent housing for eligible residents in certain counties of Oregon.
- E. Grantee plans to make needed modifications to existing homes in order to ensure tenancy can be maintained (“Project”).
- F. Through this Agreement, CPCCO and Grantee endeavor to increase access to stable housing for target populations through the provision of grant funds by CPCCO to be invested in housing endeavors executed by Grantee (“Grant Funds”).

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

II. Administration/Interpretation of Agreement.

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

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

III. Term and Termination:

- A. **Term** . This Agreement is effective October 1, 2021 (“Effective Date”) and will terminate September 30, 2022 (“Term”).
- B. **Termination**.
 - 1. The Parties may terminate this Agreement without cause by mutual written agreement.
 - 2. CPCCO may immediately terminate this Agreement for cause if:
 - i. The Project is terminated by Grantee;
 - ii. An employee, agent, contractor, or representative of Grantee performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
 - iii. An employee, agent, contractor, or representative of Grantee has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party;
 - iv. Grantee demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - v. Grantee 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 CPCCO to Grantee 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 CPCCO.

IV. Project Elements.

- A. **Payment Components**. CPCCO agrees to disburse to Grantee a specified amount of Grant Funds based on a Disbursement Schedule pursuant to Exhibit B of this Agreement and consistent with the terms and conditions of this Agreement.
 - 1. Grantee understands and agrees that it shall use Grant Funds solely for this project and that any costs incurred by Grantee which are not eligible for funding under this Agreement shall be the sole obligation of Grantee.
 - 2. Grantee 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, CPCCO 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. Grantee shall repay CPCCO all or a percentage of payment received for (1) overpayment of Grant Funds to Grantee; (2) use of Grant Funds by Grantee 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, Grantee shall repay CPCCO such sum or sums promptly or no later than thirty (30) days after a full accounting of payment is complete.
- B. **Scope of Work**. Grant Funds are being granted to Grantee based on the Scope of Work for this Project as described in Exhibit A of this Agreement.

1. Grantee 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.
2. Grantee shall perform the work required to execute this Project and fulfill the Project's Description, Objectives, and Obligations pursuant to Exhibit A and consistent with the terms and conditions of this Agreement.

C. Reporting Requirements/Auditing/Maintenance of Records.

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

V. Representations and Warranties.

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

VII. General Provisions:

- A. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- 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. Grantee 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 CPCCO Contact or Agreement Contact specified herein will suffice as written approval.
- D. **Agreement Contact.** Grantee 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 CPCCO of any significant obstacles or delays in pursuit of this Project. Grantee will notify CPCCO if the Agreement Contact changes.
- E. **Insurance.** Grantee and CPCCO 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 CPCCO or Grantee, this section is modified by its terms.
- F. **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) services 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.

- G. **Compliance and Licensure.** Grantee and CPCCO shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Scope of Work under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The Parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- H. **Relationship of the Parties.** CPCCO and Grantee 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.
- I. **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.
- J. **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.
- K. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Entire Agreement. This Agreement and the exhibits and attachments hereto contain a full and complete expression of the rights and obligations of the Parties and it shall supersede all other

agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

Agreed to on behalf of **Community Action Team Incorporated of Columbia County, Oregon:**

Agreed to on behalf of **Columbia Pacific Coordinated Care Organization:**

Signature

Name: _____

Title: _____

Date: _____

Tax ID: _____

Signature

Name: Mimi Haley

Title: Executive Director

Date: _____

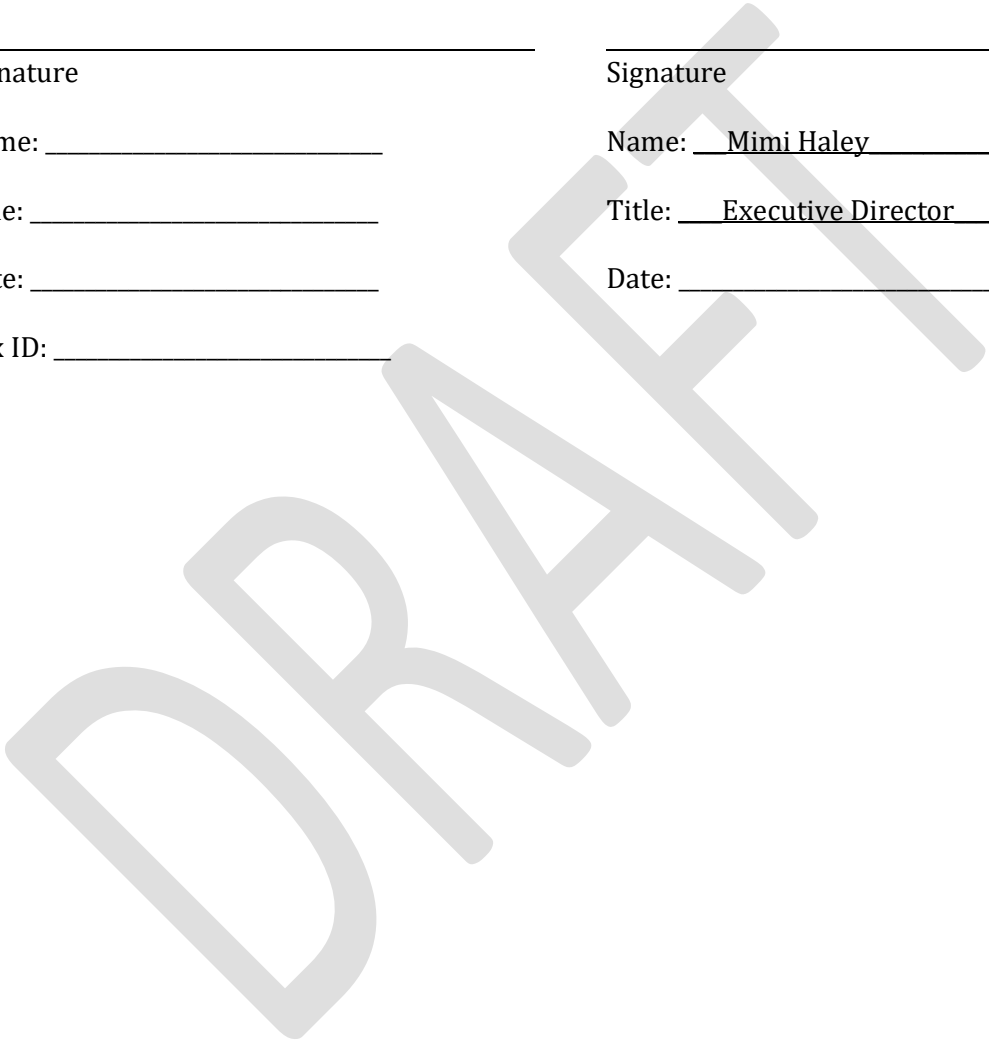


Exhibit A. Scope of Work

I. Obligations of Grantee:

Grantee 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 Grantee and CPCCO.

II. Project Description:

This program will provide home assessments and no-cost repairs and/or enhancements to the home environment. This program serves Oregon Health Plan (OHP) recipients for whom home environment may negatively affect their health, such as respiratory illnesses, balance issues that could lead to falls, or other health conditions aggravated by the home. Goals include mitigation of health condition contributors, reduction of symptoms, increased health, and decreased health care needs and costs. Additionally, program participants may become more informed and have stronger connections to supports in the health and social systems of care.

III. Project Objectives:

Objectives of the Project are to:

- A. Improve target population health quality and health outcomes in ways that are capable of being objectively measured with verifiable results and achievements.
- B. Be grounded in evidence-based criteria issued by recognized professional organizations.
- C. Reduce health disparities among specified populations.
- D. Align with goals of the Regional Health Improvement Plan (RHIP).
- E. Address the need to provide supports to maintain tenancy for OHP-enrolled individuals in Columbia, Clatsop, and Tillamook Counties.
- F. Address the social determinants of health and health equity (SDOH-E) domain of economic stability.

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

- A. By the end of month three, 1.0 FTE for the region is dedicated to the program, and strategic planning occurs to promote programing to identified sub-populations.
- B. By the end of month six, marketing and communication materials are available in Spanish and English with input from identified sub-populations.
- C. By the end of month nine, Grantee will enter into at least nine Letters of Agreement (3 per each county), including organizations that partner in meeting RHIP priorities and

those who serve Latinx/o/a community, survivors of intimate partner violence, those with intellectual or physical functional difficulties, and/or OHP members.

- D. By the end of month six, Grantee will receive at least 15 referrals through Connect Oregon, responding to at least nine, and with at least three coming on behalf of members who identify as part of the focus populations.
- E. By the end of month twelve, complete at least one "use case" in a Northwest Oregon Housing Authority (NOHA) housing unit, using a process that is considerate of the needs of focus population members.
- F. By the end of month twelve, complete at least one "use case" in each county, using a process that is considerate of the needs of focus population members and their particular communities.
- G. By the end of month twelve, complete at least two meetings between Grantee and CPCCO to strategize, plan, and set goals in building a glide path to long-term Value Based Payment upon completion of SHARE Initiative payment.

IV. Project Deliverables:

Deliverables of the Project are to:

- A. Work with OHP clients, including dually eligible Medicare/Medicaid clients, to make needed housing renovations to improve substandard living conditions and mitigate adverse health effects resulting from the home in order to maintain tenancy.
- B. Accept program referrals through Unite Us.
- C. Extend outreach and enrollment in each of the three service area counties.
- D. Verify and report on OHP enrollment status of clients utilizing the program.
- E. Work with CPCCO staff to develop value-based payment structure for Healthy Homes program.
- F. Transition current grant-funded model to a value-based payment contract.

V. Eligible Project Expenses:

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

- A. Housing rehabilitation needed to maintain tenancy and health of OHP members.
- B. Materials and marketing of program in English and Spanish, inclusive of identified subpopulations.
- C. Building internal administrative capacity and staffing.

Exhibit B. Grant Funding Components

I. Payment:

CPCCO will grant \$100,000 to Grantee for the Project subject to the terms and conditions of this Agreement. Additional funding to complete the Project is to be obtained from other sources. CPCCO will disburse Grant Funds to Grantee according to the Disbursement Schedule in this Exhibit B. Upon completion of the Project, Grantee shall return to CPCCO 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 Grantee's delivery of a true and accurate Contribution Installment Certificate to CPCCO	\$100,000

III. Form of Contribution Installment Certificate

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

In connection with the Letter of Agreement between Columbia Pacific Coordinated Care Organization (CPCCO) and Community Action Team ("Grantee"), the undersigned certifies the following in support of its request for the _____ installment of the contribution by CPCCO in the amount of \$ _____:

- 1. No default or breach by Grantee 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 CPCCO 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 CPCCO 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. Grantee will provide semi-annual written reports to CPCCO beginning (with additional reports due every six (6) months), regarding progress-to-date of Project and the financial administration of the Grant Funds. Grantee shall provide CPCCO with a final cumulative written report regarding progress to date and the financial administration of the Grant Funds upon completion of the project.
- B. From time to time, CPCCO 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 CPCCO, Grantee shall provide such information and records, submit such reports, or make its personnel available to discuss aspects of the Project. CPCCO shall provide Grantee with reasonable notice along with detailed instructions on any material requested from Grantee, should any such request be made. Failure to timely respond to CPCCO's requests for

information, records, or reports may, in CPCCO's sole discretion, constitute grounds for repayment of Grant Funds previously paid to the Grantee.

DRAFT