

June 18, 2025

Board of County Commissioners
Clackamas County

Approval of a Local Subrecipient Agreement with Northwest Family Services for health-related rental and utility payment assistance programs. Agreement Value is \$189,345 for 9 months. Funding is through Health Share of Oregon. No County General Funds are involved.

Previous Board Action/Review	No Previous Board Action.		
Performance Clackamas	<ol style="list-style-type: none"> 1. This programming aligns with H3S's Strategic Action Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities. 		
Counsel Review	Yes: Amanda Keller	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Dir.	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), the Health, Housing & Human Services Department requests approval of subrecipient agreement #12105 with Northwest Family Services (NWFS) to provide increased capacity for the provision of Health-Related Social Needs benefits.

NWFS is a Clackamas County-based organization with nearly 40 years of experience in providing services to Clackamas County residents. Their extensive work in our community has given their staff a deep understanding of Clackamas County's challenges and the needs of our residents. Health-related social needs are Medicaid-funded services that may help prevent eviction by paying up to six months of rent or arrears and/or utilities. These services support the health and well-being of Clackamas County residents by ensuring they have stable housing.

Funding for this Agreement is provided through Federal pass-through funds from Health Share of Oregon.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Agreement (12105) with NWFS and authorize Chair Roberts, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT #12105	
Program Name: Northwest Family Services Program Number: N/A	
This Agreement is between Clackamas County , Oregon, acting by and through the Housing and Community Development Division of its Department of Health, Housing and Human Services, ("COUNTY"), and Northwest Family Services ("SUBRECIPIENT").	
Clackamas County Data	
Grant Accountant:	Program Manager:
Clackamas County – Bouavieng Bounnam 2051 Kaen Road Oregon City, OR 97045 (503)742-5422 bbounnam@clackamas.us	Clackamas County – Acacia McGuire-Anderson 2051 Kaen Road, Suite 239 Oregon City, OR 97045 (971) 710-4068 AMcGuireAnderson@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative:	Program Representative:
Emily Tingle Northwest Family Services 6200 SE King Road Portland, Oregon 97222 (503) 546-6377 ETingle@NWFS.org	Rose Fuller Northwest Family Services 6200 SE King Road Portland, Oregon 97222 (503) 546-6377 RFuller@nwfs.org

AGREEMENT

- Term and Effective Date.** This Agreement shall become effective upon signature and is fully executed and will terminate on **January 31, 2026**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **May 1, 2025** and expiring **January 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- Program.** The Program is described in Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
- Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the

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requirements of the required information in Exhibits A through F, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement is the Community Capacity Building Fund (CCBF) grant to COUNTY by Health Share of Oregon. The maximum, not to exceed, grant amount that the COUNTY will pay SUBRECIPIENT is One Hundred Eighty-Nine Thousand Three Hundred Forty-Five Dollars (**\$189,345.00**). This is a fixed price grant, which means, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request in Exhibit C. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

Unless otherwise specified, the SUBRECIPIENT shall submit one invoice for payment on a form provided by COUNTY. A end of year reconciliation must be submitted by SUBRECIPIENT to the COUNTY and include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses paid for with the funds provided by this Agreement. Payment shall be made to SUBRECIPIENT following the COUNTY'S review and approval of the request for payment submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for payment for, and the COUNTY will not pay any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT's failure to provide COUNTY information reasonably necessary for COUNTY to review a request for payment for compliance with this Agreement may result in the COUNTY withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the COUNTY at law, in equity, or under this Agreement. Upon completion of services required under this Agreement or upon termination of this Agreement, any unexpended balances of grant funds shall remain with the COUNTY and any unexpended funds in the SUBRECIPIENT's possession will be promptly returned to COUNTY.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
 - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT.
 - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement.
 - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
 - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.

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- e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
- f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. State Procurement Standards

a) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.

b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.

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- d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
 - e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
 - b) **Indemnification.**
SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
 - c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed,

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downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: Funder Specific Program Requirements

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit E

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- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit F

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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

NORTHWEST FAMILY SERVICES

By: _____

By: Rosa Juller

Its: _____

Its: Executive Director

Dated: _____

Dated: 5/27/2025

Approved to Form

By: Amanda Kelly
County Counsel

Dated: 5/27/2025

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Northwest Family Services	H3S #12105
SUBRECIPIENT: Northwest Family Services	

Program Objectives

Health Related Social Needs (HRSN) Program:

SUBRECIPIENT agrees to the following:

- A. SUBRECIPIENT will utilize the funding for organizational capacity building within the following categories: workforce development and related technology and business and operational practice expenses, in order to increase capacity for provision of Health Related Social Needs (HRSN) benefits, as described in their HRSN Provider Contract.
 - a. SUBRECIPIENT will hire 2 FTE Case Managers by June 30, 2025 who are directly supporting the delivery of HRSN housing benefits.
 - b. SUBRECIPIENT agrees to maintain an average capacity of 20 new referrals per month per FTE supported by this contract, in addition to the referrals that they are already receiving monthly. SUBRECIPIENT can build up to the capacity while training new staff, but should reach this capacity no later than 30 days after staff are hired.
 - c. SUBRECIPIENT agrees to notify CareOregon within 5 business days of becoming aware of any decreases in monthly capacity. SUBRECIPIENT agrees to meet with CareOregon to establish a corrective action plan after failure to meet capacity minimums two months in a row.
 - d. SUBRECIPIENT agrees to bill for tenancy services per their HRSN Provider contract for services beginning no later than 30 days after new staff are hired, to support sustainability of the positions.
- B. SUBRECIPIENT will engage with CareOregon and Health Share of Oregon through capacity updates and check in meetings. Capacity updates will take place weekly through email with CareOregon's Sr. Social Health Specialist and check in meetings will take place monthly. During check in meetings, SUBRECIPIENT agrees to verbally report on the following:
 - a. Progress on hiring and training staff
 - b. Overall capacity development progress amongst newly hired staff
 - c. Review of HRSN data such as SUBRECIPIENT'S authorized referral volumes, number of members served, invoices in process, and total reimbursement received.
 - d. Any barriers to developing additional capacity or other support needs
- C. SUBRECIPIENT agrees to submit reporting as follows
 - a. A narrative report no later than November 30, 2025 submitted to metrohrsncareoregon.org that describes the use of funds and includes responses to the questions below.
 - i. Please describe how your organization utilized the available funding to increase organizational capacity to deliver HRSN benefits. What impact did the funding have overall on your organization's capacity to accept HRSN referrals?
 - ii. Share one accomplishment and one learning from efforts to increase capacity.
 - iii. Identify any ongoing challenges to building or maintaining capacity to provide HRSN services.

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- b. The CCBF Reporting Template due quarterly beginning 8/1/2025 for activities 4/1/2025-6/30/2025, 11/1/2025 for activities 7/1/2025-9/31/2025 as required by Health Share including information regarding:
 - i. Summary of business operations;
 - ii. Summary of workforce development;
 - iii. Requested TA
 - iv. Successes and Challenges for each category

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EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: Northwest Family Services	H3S # 12105
SUBRECIPIENT: Northwest Family Services	

HealthShare Capacity Building Interim Capacity Building CCBF Funding		
Category	Detail	
Workforce Development/Salary & Fringe	Program manager (.40 FTE x \$99,000/ 7 mos)	\$23,099
Workforce Development/Salary & Fringe	Case manager (2 FTE x \$58,926/ 7 mos)	\$68,008
Workforce Development/Salary & Fringe	admin asst (1 FTE x \$55,000/7 mos)	\$32,082
Workforce Development/Salary & Fringe	management support (5 FTE # 3% x \$94,8840/7 mos)	\$14,555
Workforce Development/Salary & Fringe	<i>Total salaries</i>	<u>\$137,744</u>
Workforce Development/Salary & Fringe	<i>Taxes and fringe (26%)</i>	<u>\$35,813</u>
Workforce Development/Salary & Fringe	Total personnel	<u>\$173,557</u>
Business Operations	laptop (\$2500 x3)	\$7,500
Business Operations	Phone (\$500 x 3)	\$1,500
Business Operations	Phone service \$45 x 7 mos x3.3	\$1,040
Business Operations	Accounting licenses & specific training	\$3,100
Business Operations	Office supplies (\$250 x 7 months)	\$1,750
Business Operations	Business Operations (\$200 x 7 months)	\$1,400
	Total Operational Expenses	<u>\$16,290</u>
	Total	<u>\$189,847</u>

Exhibit C
Required Financial Reporting and Payment Request

- 1. Funding.** The COUNTY may pay SUBRECIPIENT an amount not to exceed One Hundred Eighty Nine Thousand Three Hundred Forty Five dollars **(\$189,345.00)** (the “Funds”). SUBRECIPIENT shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.
- 2. Payment.** Unless otherwise specified, the SUBRECIPIENT shall submit one invoice request for payment on a form provided by COUNTY. Payment shall be made to SUBRECIPIENT following the COUNTY’S review and approval of the request submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for payment for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT’s failure to provide COUNTY information reasonably necessary for COUNTY to review a request for compliance with this Agreement may result in the COUNTY withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the COUNTY at law, in equity, or under this Agreement.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

EXHIBIT D

General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

☒ Entity is a non-federal subrecipient ☐ Entity is a contractor ☐ Not applicable

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

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- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of Metro Regional Government Supportive Housing Services and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Metro Regional Government Supportive Housing Services, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by Metro Regional Government Supportive Housing Services or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
 - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
 - c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

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- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. HIPAA Compliance.

SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2.

6. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

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- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “Personal Information” is defined in ORS 646A.602(12)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“Confidential Information”), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT’s written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

7. Dispute Resolution.

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT E

SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 4) **Professional Liability.**

☐ Required by COUNTY ☒ NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

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EXHIBIT F

Funder-Specific Program Requirements

**HEALTH SHARE OF OREGON
HEALTH RELATED SOCIAL NEEDS
COMMUNITY CAPACITY BUILDING FUNDING AGREEMENT**

This Community Capacity Building Funding Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Clackamas County (“Counterparty”) is entered into and effective upon execution of this Agreement by both parties (the “Effective Date”).

RECITALS

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

AGREEMENT

Investment.

Amount. Health Share invests the amount of \$1,344,306.00 (One million three hundred forty-four thousand three hundred six dollars and zero cents), to Counterparty, subject to the terms and conditions of this Agreement.

Payment. Health Share will disburse investment funds to Counterparty for contracted amount within thirty (30) calendar days of receiving notice of executed contract. Counterparty understands and agrees that Health Share’s obligations under this agreement are contingent upon Health Share receiving Community Capacity Buildings funding from the Oregon Health Authority (OHA) according to the agreement Health Share holds with OHA.

Payment. Health Share will disburse investment funds to Counterparty for invoiced amounts within thirty (30) calendar days of receiving the invoice. Counterparty understands and agrees that Health Share’s obligations under

this agreement are contingent upon Health Share receiving Community Capacity Buildings funding from the Oregon Health Authority (OHA) according to the agreement Health Share holds with OHA.

Use of Investment Funds.

Required Use. Counterparty will use the investment funds solely for the activities described in the Statement of Work and in accordance with the Budget. Permissible uses include technology systems; development of business or operational practices; workforce development; and outreach, education, and convening.

Prohibited Use. Counterparty will not use any portion of the investment funds for:

- a. Activities for which other federal, state, or local funding is available and allocated for use for the same purposes,
- b. Real estate investments, developments and other capital projects,
- c. Funding to cover ongoing financial losses,
- d. Ongoing lease or utilities payments,
- e. Staff time devoted to non-HRSN related responsibilities or services,
- f. Debt restructuring and bad debt,
- g. Defense and prosecution of criminal and civil proceedings, and claims,
- h. Donations and contributions,
- i. Entertainment (e.g., receptions, parties, conferences, sporting events, etc.),
- j. Alcohol,
- k. Fines and penalties,
- l. Fundraising and investment management costs,
- m. Goods or services for personal use,
- n. Idle facilities or infrastructure,
- o. Interest expense, or
- p. Marketing materials not otherwise related to HRSN

Reporting and Recordkeeping.

Required Reports. Counterparty will, provide quarterly written reports to Health Share in accordance with Exhibit A below.

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

audit of Counterparty's expenditures of this investment and Counterparty will cooperate with any such audit.

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

Changes in Control.

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

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

Miscellaneous.

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

If to Health Share:

Health Share of Oregon
Attn: Ophelia Vidal
2121 SW Broadway, Suite 200
Portland, Oregon 97201
vidalo@healthshareoregon.org

If to Counterparty:

Clackamas County
Attn: Acacia McGuire Anderson
2051 Kaen Rd. Ste 239
Oregon City, OR. 97045
amcguireanderson@clackamas.us

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

Term. The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be December 31st, 2028 (the "Term Date"). Funds must be used by December 31st, 2028. Counterparty shall return to Health Share any funds unspent by December 31st, 2028.

[signature page follows]

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

Health Share of Oregon

Clackamas County

By:

DocuSigned by:

Mindy Stadlander

CD07E4FA3661448...

By:

Print Name:

Mindy Stadlander

Print Name:

Title:

CEO

Title:

Date:

10/1/2024

Date:

STANDARD TERMS AND CONDITIONS

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

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

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

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

- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

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

8. **Information Privacy/Security/Access.** If Counterparty's activities described in the Statement of Work require Counterparty to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparty access to such OHA Information Assets or Network and Information Systems, Counterparty will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Counterparty will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparty's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; Federal Whistleblower protections found in 41 U.S.C. 4721 and (viii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparty's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparty will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
10. **Indemnity.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Counterparty will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the negligent acts or omissions of Counterparty or Counterparty's officers, employees, sub-counterparties, or

agents performing under this Agreement. Counterparty will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparty nor any attorney engaged by Counterparty will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparty settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.

11. **Insurance.** Counterparty will ensure it has the type and levels of insurance or self-insurance that are commercially prudent to engage in the activities described in the Statement of Work.
12. **Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any “**claim**”) between Health Share and Counterparty that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
14. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
15. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.
16. **Anti-discrimination Clause.** Counterparty will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparty will not discriminate against minority-owned, women-owned, or emerging small businesses.

Counterparty will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

17. Representations and Warranties. Counterparty represents and warrants to Health Share that:

- a. Counterparty has the power and authority to enter into and perform this Agreement.
- b. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparty enforceable in accordance with this Agreement's terms.
- c. Counterparty has the skill and knowledge possessed by well-informed members of Counterparty's industry, trade or profession and Counterparty will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparty's industry, trade or profession;
- d. Counterparty will, at all times during the term of this Agreement, be qualified, professionally competent, financially stable, and duly licensed to engage in the activities described in the Statement of Work; and
- e. Counterparty prepared Counterparty's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- f. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- g. Counterparty is not excluded from eligibility for Community Capacity Building Funding by being on any of the following exclusion lists:
 - i. U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Sanction Lists;
 - ii. Social Security Administration Death Master File (SSADMF)
 - iii. System of Award Management (SAM);
 - iv. U.S. Department of Health and Human Services, Office of Inspector General's (HHS-OIG) List of Excluded Individuals and Entities (LEIE); or
 - v. Oregon's Medicaid Exclusion List.
- h. Counterparty intends to contract with one or more CCOs or the Oregon Health Authority to provide HRSN Services.
- i. Community Capacity Building Funding received from Health Share is not duplicative of other federal, state, or local funding sources.
- j. Community Capacity Building Funding does not supplant funding from other federal, state, or local programs.
- k. Community Capacity Buildings Funding is not duplicative with fundings from any other CCO.

18. Independent Status of Counterparty.

- a. If Counterparty is currently performing work for the State of Oregon or the federal government, Counterparty by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparty under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparty currently performs work would

prohibit Counterparty from engaging in the activities described in the Statement of Work. If funds granted to Counterparty under this Agreement are charged against federal funds, Counterparty certifies that Counterparty is not currently employed by the federal government.

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

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

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

- c. If the matter remains unresolved, Counterparty may submit a letter or other documentation to the CEO setting forth Counterparty's complaints or concerns. The CEO or the CEO's designee will contact Counterparty promptly and attempt to resolve the matter.
 - d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
 - e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

Exhibit A: Statement of Work

I. Obligations of Counterparty:

Counterparty agrees to:

- A. Use Funds for Eligible Project Expenses.
- B. Work toward competencies to enter into contract for provision of Health Related Social Need (HRSN) benefits for Health Share of Oregon members.

II. Project Description:

Community Capacity Building grants will allow organizations to build the workforce and infrastructure needed to provide Health Related Social Needs benefits to Health Share of Oregon members. CCBF will support HRSN service providers and organizations that will become HRSN providers to develop what they need to be able to participate in the Medicaid delivery system and deliver HRSN services to qualified OHP members.

Funding is based on the CCBF application submitted by the Counterparty and must be used within the following four categories:

- 1. Technology
- 2. Development of Business or Operational Practices
- 3. Workforce development
- 4. Outreach, education, and convening

III. Project Deliverables and Timeline: Counterparty shall attend regularly scheduled meetings with Health Share staff to review progress and trouble shoot barriers and address technical assistance needs. These meeting shall be scheduled at a time and cadence that is mutually agreeable to both parties not less than once every six months with the 1st meeting scheduled within one month of fund dispersal.

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

IV. Project Reporting Schedule: Counterparty shall report to Health Share using the provided Quarterly Reporting excel template according to the following schedule.

Reporting Period	Report Due
January 1 – March 31	May 15
April 01 – June 30	August 15
July 1 – September 30	November 15
October 1 – December 31	February 15

V. Eligible Project Expenses

Funds shall be exclusively used to finance the selected Eligible Project Expenses as outlined below in sections A-D and, in the attached budget:

A) Technology:

- ☐ Procuring IT infrastructure/data platforms to support HRSN. For example: Authorization of HRSN services Referral to HRSN services, HRSN service delivery, HRSN service billing, HRSN program oversight, monitoring and reporting
- ☐ Modifying existing systems to support HRSN
- ☐ Development of an HRSN eligibility/services screening tool
- ☐ Integration of data platforms/systems/tools
- ☐ Onboarding to new, modified, or existing systems (e.g. community information exchange)
- ☐ Training for use of new, modified, or existing systems

B) Development of Business or Operational Practices:

- ☐ Development of policies/procedures related to:
 - i. HRSN referral and service delivery workflows
 - ii. Billing/invoicing
 - iii. Data sharing/reporting
 - iv. Program oversight/monitoring
 - v. Evaluation
 - vi. Privacy and confidentiality
- ☐ Training/technical assistance on HRSN program roles/responsibilities
- ☐ Administrative items necessary to perform HRSN duties or expand HRSN service delivery capacity (e.g., purchasing of a commercial refrigerator to expand capacity to provide additional medically-tailored meals to qualifying members)
- ☐ Planning needs for the implementation of the HRSN program
- ☐ Procurement of administrative supports to assist with the implementation of the HRSN program

C) Workforce Development:

- ☒ Cost of hiring and training new staff
- ☒ Salary and fringe for staff that will have a direct role in overseeing, designing, implementing, and/or executing HRSN responsibilities, time limited to a period of 18 months. Organizations may not access this funding for the same individual more than once
- ☒ Necessary certifications, training, technical assistance, and/or education for staff participating in the HRSN program (e.g., on culturally competent and/or trauma informed care)
- ☐ Privacy/confidentiality training/technical assistance related to HRSN service delivery
- ☐ Production costs for training materials and/or experts as it pertains to the HRSN program

D) Outreach, Education, and Partner Convening:

- ☐ Production of materials necessary for marketing, outreach, training, and/or education
- ☐ Translation of materials
- ☐ Planning for and facilitation of community-based outreach events to support awareness of

HRSN services

- ☒ Planning for and facilitation of learning collaboratives or partner convenings
- ☐ Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)
- ☐ Administrative or overhead costs associated with outreach, education, or convening.

CCBF Quarterly Reporting Template Preview
(actual reporting template will be provided separately as an Excel file)

CONTRACTOR			
HRSN PROVIDER MEDICAID ID / EIN			
QUARTER			
Award Amount Per CCBF Category	CCBF Category	Original Award	Updated Award
	<i>Technology</i>	\$	\$
	<i>Business Operations</i>	\$	\$
	<i>Workforce Development</i>	\$	\$
	<i>Outreach & Engagement</i>	\$	\$
		\$	\$
Overall Project Status	Please select a status update from the dropdown menu.		
Other CCOs Providing Funding			
Summary of Activities: Technology	Status	Activity	
		Procured Unite Us/Connect Oregon platform	
		Onboarded HRSN staff to Unite Us/Connect Oregon	
		Trained HRSN staff for use of Unite Us/Connect Oregon	
		Other technology activities, detailed below	
	Successes		
	Challenges		
	Summary of Activities: Business Operations	Status	Activity
		Developed HRSN capacity-building business plan	
		Developed policies/procedures relating to HRSN delivery	
		Received training/technical assistance on HRSN program roles	
		Other business operations activities, detailed below	
Successes			
Challenges			
Summary of Activities: Workforce Development		Status	Activity
		Hired new staff to support HRSN delivery, detailed below	
		HRSN staff received training/technical assistance in HIPAA and other health care practices.	

		HRSN staff received necessary training for staff participating in HRSN (e.g., cultural competency, trauma informed care)
		Other workforce development activities, detailed below
	Successes	
	Challenges	
Summary of Activities: Outreach & Engagement	Status	Activity
		Participated in learning collaboratives or partner convenings
		Collaborated with or received training and technical assistance from Health Share HRSN Network Hubs
		Collaborated with other Housing/Nutrition HRSN providers
		Other network development activities, detailed below
	Successes	
	Challenges	
Requests for Training & Technical Assistance		

Exhibit B: Compensation

I. Payment:

Health Share will pay Counterparty up to the amount of \$1,344,306.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Counterparty according to the Disbursement Schedule in Section II of this Exhibit B.

II. Disbursement Schedule:

Disbursement	Conditions for Disbursement	Disbursement Amount
First Disbursement	Executed Agreement signed by both Parties; Current W-9	Payment of \$1,344,306.00

III. Payment:

To receive funds, Counterparty must sign this agreement within 10 days of receipt and provide to Health Share the following information:

- Legal name the check should be made out to
- Address where payment should be sent
- Name of the person the letter should be made “Attention to”

IV. Budget:

Counterparty shall submit to Health Share its budget using the Budget Template provided by Health Share. This budget shall be submitted to Health Share upon receipt of the award letter and when any changes are made that are 10% or more of the awarded amount.

V. Unspent Funds:

Counterparty may use unspent funds for other allowable uses or refund unspent funds to Health Share. Should Counterparty desire to rollover unspent funds toward other allowable uses, Counterparty shall submit to Health Share an updated budget reflecting this reallocation. Counterparty shall return unspent funds to Health Share not later than September 30, 2027.

	Applicant Organization Name		DATE SENT:
	Applicant Contact Name		
	Applicant Email Address		
	Applicant Phone Number		
BREAKDOWN BY HRSN Allowable Funding Domain			
A	BUDGET REQUEST		
	Description of Item/Activity Requested, by Allowable Use Category	Budget Request	FOR CCO USE ONLY Approved Budget
1.	Technology (subtotal)	\$	\$
2.	Development of Operational and Business Practices (subtotal)	\$	\$
3.	Workforce Development (subtotal)	\$	\$
4.	Outreach, Engagement and Partner Convening (subtotal)	\$	\$
5	Total Budget Request	\$	\$
B	CERTIFICATE		
<p>I certify to the best of my knowledge and belief that the budget outlined above is true, complete and accurate, and the funding items listed above are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.</p>			
PREPARED BY (Type Name and Title)			DATE

Exhibit C: Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Counterparty shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Counterparty, or to the grant activities, or to any combination of the foregoing.

For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Counterparty shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Counterparty expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Counterparty shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Counterparty shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Counterparty shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Counterparty shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Counterparty certifies, to the best of the Counterparty's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Counterparty, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Counterparty shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Counterparty shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Counterparty under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Counterparty under this Agreement shall be used to pay the salary or expenses of any grant or contract Counterparty, or agent acting for such Counterparty, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Counterparty under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. **Resource Conservation and Recovery.** Counterparty shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. **Audits.**
 - a. Counterparty shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Counterparty expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Counterparty shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Counterparty expends less than \$750,000 in a fiscal year, Counterparty is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** Counterparty shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** Counterparty shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Counterparty shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Counterparty shall acknowledge Counterparty's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).
11. **Agency-based Voter Registration.** If applicable, Counterparty shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.**

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b.** Counterparty shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Counterparty has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Counterparty, and any wholly owned supplier or between the Counterparty and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law.
- d.** As such, Counterparty must disclose any person with a 5% or greater direct or indirect ownership interest in the Counterparty whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e.** Counterparty shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Counterparty agrees that it has been provided the following notice:
- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Counterparty, and Counterparty shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Counterparty shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Exhibit D

Statement of Work: County Housing Hub

County will act as a Housing Hub to support housing provider network management functions related to the Health Related Social Need (HRSN) Medicaid housing benefit. This scope of work identifies two specific bodies of work 1) Housing Provider Network Technical Assistance and 2) Network Management Preparation that will be the focus between contract execution and June 30, 2025.

Housing Provider Network Technical Assistance

County will immediately begin partnering with CCO to provide technical assistance to support housing provider network development and maintenance. County will partner with other tri-county partners to make this work a regional approach. A workplan for this scope will be co-developed by the County and CCO and agreed upon by November 1, 2024.

Primary Activities:

- Partner Identification (Timeline: September 2024 and ongoing)
 - Strategically support identification of potential HRSN Service Providers and share name and contact information for organizations interested in contracting with CCO
 - Develop methodology in partnership with CCO for estimating and communicating HRSN provider capacity
 - Support identification of network capacity gaps and propose solutions to CCO
- Provider Readiness Development, Assessment and Onboarding (Timeline: October 2024 and ongoing)
 - Partner with CCO to review provider readiness assessment used to understand organizational readiness and technical assistance needs
 - Partner with CCO to support providers in understanding readiness assessment requirements and provide individual and group technical assistance on readiness requirements to support providers to meet readiness
 - Partner with CCO to co-develop provider onboarding process and content
 - Co-deliver with CCO all aspects of provider onboarding for HRSN Service Providers
- HRSN Provider Technical Assistance (TA) and Network Convening (Timeline: September 2024 and ongoing)
 - TA topics may include but are not limited to referral management, capacity estimation planning, documentation requirements, invoicing support, reporting, data management, policy and procedure development, etc.
 - Develop approach to documenting and tracking County-provided TA
 - Identify Provider knowledge gaps and priority or common TA topics and develop standardized materials that can be used regionally to extent possible.
 - In partnership with other County Housing Hubs, develop strategy and annual training plan for Provider communities of practice; communities of practice should occur no less than monthly starting January 2025.
 - Gain full understanding of housing Provider workflows and be able to support housing Providers in all aspects of referral to service delivery to

invoicing including gaining proficiency and understanding of Unite Us /Connect Oregon platform and “Unite Us Payments” technology

- Network Monitoring and Compliance (Timeline: October 2024 and ongoing)
 - Collaborate on identifying and evaluating key metrics for network monitoring
 - Co-develop with CCO and deliver technical assistance to support providers with HRSN provider requirements such as documentation, invoicing and reporting.
- Coordinated Access Triage Functions (Timeline: October 2024 and ongoing)
Refer members who present in the coordinated access system to HRSN Service Providers and/or CCOs for HRSN benefit eligibility screening

Network Management Preparation

County will partner with CCO to build necessary competency and skills with a goal of transitioning full network management functionality and responsibility to the County by July 1, 2025 or other date as mutually agreed upon by CCO and County.

Primary functions for full network management as of July 1, 2025 will likely include those functions listed below and will be further defined and/or revised over the contract period. County and CCO shall review network management functions monthly and reflect any changes in the agreed-upon workplan.

1. Provider network development, contracting and oversight
2. Member referral to HRSN Service Provider(s)
3. Provider invoice processing and payment
4. Reporting related to HRSN services provided

With CCO support, County will develop a comprehensive workplan to gain competencies to provide above functions and submit to CCO no later than November 1, 2024, for CCO review and approval. CCO shall review workplan and (i) provide approval by November 15, 2024, or (ii) provide written feedback to County by November 15, 2024 and work with County to reach mutually agreed upon workplan by December 15, 2024. Workplan shall include, at a minimum:

- For each Network Management function:
 - Key tasks to complete, including milestone tasks
 - Target dates for completion of tasks
 - External and internal dependencies
 - Initial assessment of potential risks and how the County will mitigate the risks to completing the key tasks
 - How the County will determine a milestone has been reached
- Resources, FTEs, and cost estimates for providing Network Management services.

Reporting and Oversight

1. County will submit workplan to CCO by November 1, 2024. Updates on workplan status will be shared with CCO monthly via agreed upon format beginning December 2024. Reports will be due the 5th of every month. Workplan updates shall include, at a minimum:

- Status of key tasks (for example: on track, completed, at-risk of not meeting target completion date)


- Update on identified risks and mitigation activities, including any newly identified risks to timely completing the key tasks.
2. On the 5th of the month, starting in December 2024, the county will submit a monthly status report on Technical Assistance activities based on the developed workplan goals. County and CCO will co-develop the format for the status report.

Certificate Of Completion

Envelope Id: B221C195A4A84336B9D3175CDD51568E	Status: Completed
Subject: Complete with DocuSign: ClackCo_HRSN CCBF Funding Agreement_2024-09-01.docx	
Source Envelope:	
Document Pages: 28	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jacob Parks
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2121 SW Broadway
	Ste 200
	Portland, OR 97201-3181
	parksj@healthshareoregon.org
	IP Address: 73.240.0.77

Record Tracking

Status: Original	Holder: Jacob Parks	Location: DocuSign
9/24/2024 09:11 AM	parksj@healthshareoregon.org	

Signer Events	Signature	Timestamp
Mindy Stadlander stadtländerm@healthshareoregon.org CEO Health Share of ORegon Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  CD07E4FA3661448...</div> Signature Adoption: Pre-selected Style Using IP Address: 50.53.45.20	Sent: 9/24/2024 09:16 AM Resent: 9/30/2024 01:27 PM Viewed: 10/1/2024 10:28 AM Signed: 10/1/2024 10:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sarah Hale-Meador halemeadors@healthshareoregon.org Operations Coordinator Health Share of Oregon Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 10/1/2024 10:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2024 09:16 AM
Certified Delivered	Security Checked	10/1/2024 10:28 AM
Signing Complete	Security Checked	10/1/2024 10:28 AM
Completed	Security Checked	10/1/2024 10:28 AM

Payment Events	Status	Timestamps
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