

October 24, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Revenue Grant Agreement with Health Share of Oregon for a Community Capacity Building Grant. Total Grant Value is \$1,334,306.00 for 3 years. Funding is through the US Center for Medicaid and Medicare Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Approval to apply: May 23, 2024, Agenda Item 20240523 III.F.2 Agreement briefed at Issues October 22, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provisions of homeless services		
<b>Counsel Review</b>	Yes: Andrew Naylor	<b>Procurement Review</b>	No
<b>Contact Person</b>	Adam Brown	<b>Contact Phone</b>	971-421-0133

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a Community Capacity Building grant agreement with Health Share of Oregon valued at \$1,334,306.00 to establish a health-related social needs lead agency hub and service delivery system in Clackamas County in preparation for the Federal 1115 Medicaid Demonstration waiver funding.

The Federal 1115 Medicaid Demonstration waiver program is focused on health care and housing integration to provide housing and economic stability and improve health outcomes for the most vulnerable residents of our communities. In Oregon, the Federal 1115 Medicaid Demonstration waiver will bring one billion in federal dollars from the Centers for Medicare/Medicaid Services to Oregon for rent and utility assistance, case management, home remediation and modification, and more.

This \$1,334,306 Community Capacity Building grant from Health Share of Oregon will enhance our ability to implement waiver activities in Clackamas County by providing the funding for HCDD staff tasked to effectively integrate this new federal funding into our existing homeless services system and help further expand our recovery-oriented, wrap-around approach through more extensive housing and healthcare system integration.

**RECOMMENDATION:** The Staff respectfully requests that the Board of County Commissioners approve the grant agreement (#11878) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
 Director of Health Housing and Human Services

For Filing Use Only

**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](mailto:vidalo@healthshareoregon.org)

**If to Counterparty:**  
Clackamas County  
Attn: Acacia McGuire Anderson  
2051 Kaen Rd. Ste 239  
Oregon City, OR. 97045  
[amcguireanderson@clackamas.us](mailto: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.

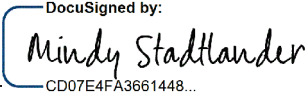
**Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be December 31<sup>st</sup>, 2028 (the "Term Date"). Funds must be used by December 31<sup>st</sup>, 2028. Counterparty shall return to Health Share any funds unspent by December 31<sup>st</sup>, 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:  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 1<sup>st</sup> 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)*

<b>CONTRACTOR</b>			
<b>HRSN PROVIDER MEDICAID ID / EIN</b>			
<b>QUARTER</b>			
<b>Award Amount Per CCBF Category</b>	<b>CCBF Category</b>	<b>Original Award</b>	<b>Updated Award</b>
	<i>Technology</i>	\$	\$
	<i>Business Operations</i>	\$	\$
	<i>Workforce Development</i>	\$	\$
	<i>Outreach &amp; Engagement</i>	\$	\$
		\$	\$
<b>Overall Project Status</b>	<b>Please select a status update from the dropdown menu.</b>		
<b>Other CCOs Providing Funding</b>			
<b>Summary of Activities: Technology</b>	<b>Status</b>	<b>Activity</b>	
		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	
	<b>Successes</b>		
	<b>Challenges</b>		
<b>Summary of Activities: Business Operations</b>	<b>Status</b>	<b>Activity</b>	
		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	
	<b>Successes</b>		
<b>Challenges</b>			
<b>Summary of Activities: Workforce Development</b>	<b>Status</b>	<b>Activity</b>	
		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
	<b>Successes</b>	
	<b>Challenges</b>	
<b>Summary of Activities: Outreach &amp; Engagement</b>	<b>Status</b>	<b>Activity</b>
		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
	<b>Successes</b>	
	<b>Challenges</b>	
<b>Requests for Training &amp; Technical Assistance</b>		

**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.

	<b>Applicant Organization Name</b>		<b>DATE SENT:</b>
	<b>Applicant Contact Name</b>		
	<b>Applicant Email Address</b>		
	<b>Applicant Phone Number</b>		
<b>BREAKDOWN BY HRSN Allowable Funding Domain</b>			
<b>A BUDGET REQUEST</b>			
	<b>Description of Item/Activity Requested, by Allowable Use Category</b>	<b>Budget Request</b>	<b>FOR CCO USE ONLY Approved Budget</b>
1.	<b>Technology (subtotal)</b>	\$	\$
2.	<b>Development of Operational and Business Practices (subtotal)</b>	\$	\$
3.	<b>Workforce Development (subtotal)</b>	\$	\$
4.	<b>Outreach, Engagement and Partner Convening (subtotal)</b>	\$	\$
5	<b>Total Budget Request</b>	\$	\$
<b>B CERTIFICATE</b>			
<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>			
<b>PREPARED BY (Type Name and Title)</b>			<b>DATE</b>

## 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**

Mindy Stadlander  
 stadtlanterm@healthshareoregon.org  
 CEO  
 Health Share of ORegon  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 CD07E4FA3661448...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.53.45.20

**Timestamp**

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)

**COPIED**

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**

# Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.**

**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

**\*\*CONCEPTION\*\***

## Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application)  Subrecipient Award   Direct Award

Award Renewal? Yes  No

Lead Fund # and Department:	240 H3S-HCDD
Name of Funding Opportunity:	Community Capacity Building Funds

Funding Source: Federal – Direct   Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Acacia McGuire Anderson
Requestor Contact Information:	amcguireanderson@clackamas.us; 971-710-4068
Department Fiscal Representative:	Anh Le
Program Name & Prior Project #: (please specify)	Health Related Social Needs (HRSN) Housing Services

### Brief Description of Project:

In 2022 Center for Medicaid/Medicare Services (CMS) approved an amended 1115 waiver to include Health Related Social Needs or HRSN to be funded at roughly \$1 billion dollars across the state of Oregon between 2022-2027. HRSN includes climate devices, housing services, and nutrition support for people who are eligible. The Oregon Health Authority and their Coordinated Care Organization (CCO) partners are in the capacity building phase for housing partners to build infrastructure to begin delivering waiver housing services in November 2024. HCDD has worked closely with Health Share of Oregon to envision a housing hub, in which Clackamas would receive funding and referrals for this service and leverage our network of Community Based Organizations to deliver these needed homelessness prevention services. In order to do this, Clackamas County would require start-up and administrative funding to ensure no local or county general fund would be needed. This grant would provide that funding.

Name of Funding Agency: Oregon Health Authority / Coordinated Care Organizations

Notification of Funding Opportunity Web Address: <https://www.oregon.gov/oha/hsd/medicaid-policy/pages/ccbf.aspx>

OR

Application Packet Attached:  Yes  No

Completed By: Acacia McGuire Anderson Date: 5/1/2024

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application  Non-Competing Application  Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	8/2024
Announcement Date:	March 15, 2024	Announcement/Opportunity #:	N/A
Grant Category/Title	Community Capacity Building Funds	Funding Amount Requested:	\$1,611,000
Allows Indirect/Rate:	N/A	Match Requirement:	N/A
Application Deadline:	5/31/2024	Total Project Cost:	\$1,611,000
Award Start Date:	8/2024	Other Deadlines and Description:	N/A
Award End Date:	3/2026		
Completed By:	Acacia McGuire Anderson	Program Income Requirements:	Payment occurs as one payment; county is responsible to show funding
Pre-Application Meeting Schedule:			

### Additional funding sources available to fund this program? Please describe:

This is a new program, that eventually will be self-sustaining through an administrative contract with Coordinated Care Organizations for administration, and Medicaid Billing for service delivery. There is potential for this program to be revenue generating after initial start up due to the Medicaid billing component.

How much General Fund will be used to cover costs in this program, including indirect expenses?  
None.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?  
None.

## In the next section, limit answers to space available.

### Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

#### Mission/Purpose:

*1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

The overall mission of H3S is: "We lead and learn with equity in serving individuals, families, and community by providing access to high quality healthcare, housing, and services that strengthen social and economic resilience." This program is explicitly designed to provide individuals and families in Clackamas County high quality healthcare and housing services, to create better economic outcomes. Specifically, this is funding designed to integrate healthcare and housing systems (as it is healthcare funding for housing) to prevent evictions and provide housing stability or tenancy services and supports. It furthers Goal2: Equity Driven Services by working with Community Based Organizations to promote these services through outreach and engagement. Further, these services are available to people who are aging, people with I/DD, those who have a behavioral health condition in need of treatment and others. Although HCDD is taking on responsibility for creating the infrastructure, it is already working with H3S and will continue this work.

*2. Who, if any, are the community partners who might be better suited to perform this work?*

Community Based Organizations (CBOs) and other partners will be actively engaged in service delivery. However, this program is essentially creating a new funding stream. In order to provide comprehensive housing services for people who are currently homeless, and at risk of becoming homeless, it will require all current housing resources. Utilizing Clackamas County as a hub to provide this funding and referrals to our partners for service delivery will allow multiple funding streams to be accessed to support all of a person's housing needs. Further, HCDD already has a large network of CBOs who provide housing services, allowing multiple contractors access to this new funding stream for service delivery. CBOs and other partners are not in a position to do this type of work as they do not have the same type of access to funding and do not have networks of providers/contractors already established.

*3. What are the objectives of this funding opportunity? How will we meet these objectives?*

The objectives are to create a housing hub wherein people who are eligible for this service are: 1. made aware that the service exists and referred for an eligibility decision and 2. are provided with needed services (such as rent or utility payments, or tenancy supports) either through the hub or through the hubs contractors (CBOs). In order to ensure people are made aware of this service, Coordinated Entry needs a specialized staff for training and to assist with eligibility/outreach and engagement. In order to build an infrastructure that supports CBOs for service delivery Clackamas County needs Services Coordinators who will make referrals to service providers and monitor service delivery for waiver compliance; a program planner to assist with training, technical assistance and quality assurance for our CBOs, a staff who can assist with invoicing and billing for services, as well as some administration, and data analysis. This is all written into this grant. In order to meet the objectives Clackamas County will have to hire, train and maintain this workforce.

*4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

This grant funds infrastructure dollars to enhance housing programs to utilize a new funding stream for housing services. HCDD already has a program team that does training, technical assistance and quality assurance for CBOs, but needs a new position to be familiar with waiver requirements to provide training/TA/QA for the waiver. Similarly, there is already a Coordinated Entry system designed to help people access services, but all Coordinated Entry staff need to know about this new referral, and need staff to help people access it. This is similar for all positions requested, there is already a data team, finance team, etc. but they will need staffing to implement and monitor this new funding stream to ensure access and compliance. So, while there is already a housing program, this new funding stream and service set has the potential to bring new revenue and federal dollars for housing services for the most vulnerable Clackamas County residents.

#### Organizational Capacity:

*1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

As mentioned above, new staff would be required to implement this new funding stream, which is what this grant requests. In particular: 2 human services coordinators for referral and plan monitoring, 1 human services coordinator for coordinated entry, 1 program planner for TA/QA, 1 accounting specialist for financial management, .5 FTE of a policy, performance and research analyst sr. for contract and program oversight/supervision, .5 FTE of system project analyst for data management, 1 human services supervisor for management and very limited FTE for division oversight and administration (roughly \$125,000 to go towards currently hired and established positions who will need to dedicate limited time to stand up this new program). These staff can be hired with the funding from this grant, and given that this funding will span more than 1 year there is adequate time to hire and training.

*2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

There are no partnership efforts required. However, HCDD will work with Social Services to support Coordinated Entry and any service delivery, and behavioral health/public health to ensure their staff know how to help people access these services. HCDD will also provide training and technical assistance to our CBOs and other providers delivering service, as well as administrative support that is needed. HCDD will also partner with our health care partners to ensure implementation is going as anticipated, and make changes as necessary to ensure these services are accessible to as many people as possible and in need.

*3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

N/A

*4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

If funded, there are three ways this program will continue to be sustainable. First, there will be an on-going contract with Health Share once the capacity building funds are exhausted for on-going administrative costs, as needed. Second, many of these positions will be delivering billable services such as outreach and engagement, housing plan development and oversight, etc. which Clackamas County will bill for and utilize the payment for staff cost and overhead. Third, there will be additional rounds of capacity building funding in the event that it is determined that more funding is needed for capacity and infrastructure building is needed.



**Collaboration**

1. List County departments that will collaborate on this award, if any.

HCDD will manage this award, but is collaborating with Social Services, Public Health and Behavioral Health on system needs.

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

This grant will be provided as a lump sum. Reporting required will be that funding was spent as authorized, in this case for the positions funded in the grant. There is no further need for data regarding this funding.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance for this grant is evaluated based on if funding was spent in alignment with funding request. Any funding not spent during the time period, will have to be returned. There is no current data for this funding.

3. What are the fiscal reporting requirements for this funding?

If awarded, HCDD is required to report eligible expenditures spent on the grant and the reporting frequency will be determined later by the funder.

**Fiscal**

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

There are no other revenue resources required for this program at this time. in the event that additional health and housing integration staff were needed, it may be possible to utilize SHS carry-over dollars.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

N/A

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

N/A

Other information necessary to understand this award, if any.

N/A

Program Approval:

Acacia McGuire Anderson 5/6/24

Name (Typed/Printed)

Date

*Acacia McGuire Anderson*

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR\*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN\*\***

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Vahid Brown, Deputy Dir. 5/6/24

*Vahid Brown*

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Adam Brown

May 7, 2024

*Adam Brown*  
Adam Brown (May 7, 2024 11:50 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

May 7, 2024

*Elizabeth Comfort*

Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at [CA-Financialteam@clackamas.us](mailto:CA-Financialteam@clackamas.us) for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at [ClerktotheBoard@clackamas.us](mailto:ClerktotheBoard@clackamas.us) to be brought to the consent agenda.

BCC Agenda item #: 20240523 III.F.2

Date: 05/23/2024

OR

Policy Session Date:

*Gary Schmidt*

County Administration Attestation

County Administration: re-route to department at  
and  
Grants Manager at [financegrants@clackamas.us](mailto:financegrants@clackamas.us)  
when fully approved.

Department: keep original with your grant file.