

July 25 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue IGA for the Share Services Agreement with Health Share of Oregon for Traditional Health Workers (THWs) Capacity Building. Agreement value is \$3,579,052. Of that Clackamas County will receive \$300,000 for two years. Funding is through Health Share of Oregon. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues on July 23, 2024.		
Performance Clackamas	1. Ensure safe, healthy, and secure communities 2. Health outcome disparities identified in the Community Health Improvement Plan will be reduced.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Revenue Share Services Agreement with Health Share of Oregon for Traditional Health Workers (THWs) Capacity Building.

Traditional Health Workers (THW’s) are trusted individuals within the community who provide education, services, and referrals for a broad range of healthcare programs and other supports. THW’s are also referred to as Community Health Workers, Doulas, Peer Support Specialists, and Peer Navigators, and play a critical role in promoting health in all parts of Clackamas County.

The purpose of this grant is to work with regional partners, including collaborative Tri-County Public Health and local community-based organizations, to develop a regional approach to supporting THWs, including identifying sustainable funding. Specifically, Clackamas County is receiving \$300K to: 1) build internal capacity, connection, and partnerships to support THWs and 2) participate in the Public Health project team to support alignment and success on this initiative. This investment will build skills in the THW workforce to support communities in improving health outcomes during extreme weather events and other disasters.

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The grant will focus on THW's that serve rural communities in Clackamas County and pregnant mothers and children aged birth to five.

The project aligns strongly with the Performance Clackamas priority of ensuring safe, healthy, and secure communities and building a strong infrastructure.

Health Share and County entered into this Agreement with an Effective Date of January 1, 2024, and Terminate on December 31, 2026.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement (11678) 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

HEALTH SHARE OF OREGON SHARE SERVICES AGREEMENT

CC#11678

This SHARE Services Agreement (“Agreement”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”) and Clackamas County Public Health and Multnomah County Health Department, and Washington County Department of Health & Human Services (collectively referred to as “Counterparties”) is entered into and effective as of the date of January 1, 2024 (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.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Counterparties’ performance of the activities described in the statements of work attached to this Agreement as Exhibit A (Clackamas County), Exhibit B (Multnomah County), and Exhibit C (Washington County), collectively referred to as the “Statement of Work”.
- D. Counterparties have agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the Compensation agreement attached hereto as Exhibit D (Clackamas County), Exhibit E (Multnomah County), and Exhibit F (Washington County), collectively referred to as “Compensation”.

AGREEMENT

1. Funding.

- 1.1 **Amount.** Health Share shall provide funding in the amount of \$3,579,052.00 (Three Million, Five Hundred Seventy-Nine Thousand, Fifty-Two Dollars and Zero Cents), to Counterparties, subject to the terms and conditions of this Agreement.
- 1.2 **Invoicing.** To receive funds, Counterparties must prepare and submit invoices to Health Share per the instructions in Section III of the Compensation exhibits.
- 1.3 **Payment.** Health Share will disburse funds to Counterparties for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparties’ continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparties have submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparties in the performance of the activities described in the Statement of Work.

2. Use of Funds.

- 2.1 **Required Use.** Counterparties will use the funds solely for the activities described in the Statement of Work and in accordance with the Section IV Budget of the Compensation exhibit. Furthermore, Counterparties will use the funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the funds, including

any interest earned, for any other purpose must be approved in writing by Health Share before Counterparties spend the funds.

- 2.2 Prohibited Use.** Counterparties will not use any portion of the funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparties will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

3. Reporting and Recordkeeping.

- 3.1 Required Reports.** Counterparties will, at a minimum, provide written reports to Health Share as to the expenditure of the funds, covering both the substance of Counterparties' activities funded and the progress made towards the goals of the project, including Counterparties' progress toward any benchmarks established in the Statement of Work. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparties' annual and final reports and impose additional reporting requirements as stated in Exhibit G "Reporting Requirements."
- 3.2 Separate Accounting.** Counterparties will maintain Counterparties' books so as to show the funds separately and will keep adequate records to substantiate all expenditures of the funds. Counterparties 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 Counterparties' use of the funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparties' expenditures of this investment and Counterparties will cooperate with any such audit.
- 3.3 Additional Information.** Counterparties will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparties' expenditure of the funds.
- 3.4 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, 2026** (the "Term Date").
- 3.5 Acknowledgement of Health Share.** Counterparties will acknowledge Health Share in any announcement or publication Counterparties makes regarding the project or Counterparties' project-funded activities; provided, however, that Counterparties will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

4. Changes in Control.

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

4.2 **Personnel Changes.** If requested, Counterparties 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.

5. **Miscellaneous.**

5.1 **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:

Health Share:

Health Share of Oregon
Attn: Maria Tafolla
tafollam@healthshareoregon.org
2121 SW Broadway, Suite 200
Portland, Oregon 97201

Counterparties

Clackamas County Public Health
Attn: Armando Jimenez
ajimenez@clackamas.or.us
2051 S. Kaen Road, Suite 367
Oregon City, Oregon 97045

Multnomah County Health Department
Attn: Brendon Haggerty
brendon.haggerty@multco.us
619 NW 6th Avenue
Portland, Oregon 97204

Washington County Department of Health &
Human Services
Attn: Erin Jolly
erin_jolly@washintoncountyor.gov
155 N. First Avenue
Hillsboro, Oregon 97124

5.2 **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 SHARE Services Agreement (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.

[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

By: _____

Print Name: Mindy Stadlander _____

Title: Chief Executive Officer _____

Date: _____

Clackamas County Public Health

By: _____

Print Name: _____

Title: _____

Date: _____

Multnomah County Health Department

By: _____

Print Name: _____

Title: _____

Date: _____

Washington County Department of Health & Human Services

By: _____

Print Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS

1. **Termination.** This Agreement may be terminated:
 - a. By Health Share and Counterparties, by mutual written agreement, at any time.
 - b. By Health Share, in the event that Counterparties breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparties must hold in order to engage in the activities described in the Statement of Work.

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 Counterparties and Counterparties will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparties 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 Counterparties' 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 Counterparties 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, Counterparties' remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparties is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparties.

4. **Relationship of the Parties.** The Parties are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5. **No Third Party Beneficiaries.** Health Share and Counterparties 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.

6. **Intellectual Property.** As between Health Share and Counterparties, all work product that results or arises from Counterparties' activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparties Work Product**"), will be solely owned by Counterparties, provided however, Counterparties grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparties agrees to make, and makes, such Counterparties Work Product available

to third parties under the same or similar license terms.

7. **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.
8. **Access to Records and Facilities.** Counterparties 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, Counterparties will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Counterparties, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparties' performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparties whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Counterparties 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 Counterparties' Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparties' performance of the activities described in the Statement of Work. Counterparties 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.

Counterparties 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 Counterparties' 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.

9. **Information Privacy/Security/Access.** If Counterparties' activities described in the Statement of Work require Counterparties 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 Counterparties access to such OHA Information Assets or Network and Information Systems, Counterparties 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.
10. **Compliance with Applicable Law.** Counterparties will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparties' 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; and (vii) 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 Counterparties' compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparties 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)).

11. **Indemnity.** Subject to the limitations of the Oregon Tort Claims Act, counterparties will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all 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 activities of Counterparties or Counterparties' officers, employees, sub-counterparties, or agents under this Agreement. Counterparties will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparties nor any attorney engaged by Counterparties 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 Counterparties 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.
12. **Insurance.** Counterparties will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
13. **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.
14. **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 Counterparties that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah 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.
15. **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.
16. **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.

17. **Anti-discrimination Clause.** Counterparties 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. Counterparties will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparties will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.
18. **Representations and Warranties.**
 - a. Counterparties represents and warrants to Health Share that:
 - i. Counterparties has the power and authority to enter into and perform this Agreement.
 - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparties enforceable in accordance with this Agreement's terms.
 - iii. Counterparties has the skill and knowledge possessed by well-informed members of Counterparties' industry, trade or profession and Counterparties 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 Counterparties' industry, trade or profession;
 - iv. Counterparties will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
 - v. Counterparties prepared Counterparties' application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
 - b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
19. **Independent Status of Counterparties.**
 - a. Counterparties is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Counterparties is currently performing work for the State of Oregon or the federal government, Counterparties by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparties 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 Counterparties currently performs work would prohibit Counterparties from engaging in the activities described in the Statement of Work. If funds granted to Counterparties under this Agreement are charged against federal funds, Counterparties certifies that Counterparties is not currently employed by the federal government.
 - c. Counterparties is responsible for all federal and State taxes applicable to compensation paid to Counterparties under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparties' federal or State tax obligations. Counterparties is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparties under this Agreement, except as a self-employed individual.
 - d. Counterparties' performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparties and Health Share.

Counterparties is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

20. **Record Confidentiality.** Counterparties agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
21. **Assignment.** Counterparties will not assign or transfer Counterparties' 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.
22. **Sub-investments.** Counterparties 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 Counterparties' sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
 - i. Counterparties will remain responsible for all obligations under this Agreement.
 - ii. Counterparties will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparties' sub-counterparties; and
 - iii. Counterparties 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 Counterparties.
23. **Informal Dispute Resolution.** The parties will use the following procedure if Counterparties has complaints or concerns regarding this Agreement:
 - a. Counterparties may contact Health Share to informally discuss Counterparties' complaints or concerns.
 - b. If the matter remains unresolved after the informal discussion, Counterparties 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 Counterparties' complaints or concerns. Within ten (10) business days of receiving Counterparties' letter, Health Share will contact Counterparties and attempt to resolve the matter.

- c. If the matter remains unresolved, Counterparties may submit a letter or other documentation to the CEO setting forth Counterparties' complaints or concerns. The CEO or the CEO's designee will contact Counterparties 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.

- 24. 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
Clackamas County**

I. Obligations of Clackamas County:

Clackamas County agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Clackamas County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA “Project Objectives and Proposed Activities.”

Project Objectives	Lead	Collaborate
Coordination to support regional approach and	Washington County	Clackamas County

alignment, including evaluation and reporting		Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Lead planning for Clackamas County Public Health to build internal capacity, connection, and partnerships for THW and climate strategies.
- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled “Project Objectives and Example Activities.”
- Participate in Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Participate in the development of a competitive process to identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)
- Collaborate and support climate-related objectives and activities.

Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

Capacity Coordination and Collaboration

- A. By December 2024, collaboratively develop a regional infrastructure to support this project.
 - a. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
- B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.
 - a. Collaborate to identify outcomes and measures of success (e.g., how we define success

for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

- C. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability
- D. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings

RFP Process and Contract Management

- E. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process)
- F. By December 2026, manage regional contracts with CBOs housing THWs

Coordinate Regional Community THW Cohort

- G. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. Health Equity, Health Disparities, and Community Engagement:

Health Equity

- A. Organizational Commitment to Equity: The mission of the Clackamas County Public Health Division is focused on protecting and promoting the community’s health by advancing racial

health equity, building partnerships, and establishing culturally responsive systems. Clackamas County Public Health prioritizes expanding our commitment to advancing racial health equity through closer collaboration and partnership with the diverse communities in the County and using data to highlight disparities and close racial health equity gaps.

- B. Health Equity Impact: This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

- A. Health Disparities Impact: The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce health disparities.
- B. Metrics: Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHIP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement: Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget included in Exhibit D: Compensation (Clackamas County).

- A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)

Exhibit B: Statement of Work Multnomah County

I. Obligations of Multnomah County:

Multnomah County agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Multnomah County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA “Project Objectives and Proposed Activities.”

Project Objectives	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled “Project Objectives and Example Activities.”
- Participate in Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Extend existing community health worker contracts with CBOs (e.g., six-month extensions)
- Provide subject matter expertise for capacity building and workforce development for THWs, including climate related objectives and activities.
- Participate in the development of a competitive process to identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)

Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

Coordination and Collaboration

- A. By December 2024, collaboratively develop a regional infrastructure to support this project.
 - a. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
- B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and

community spaces, and direction for sustainability) that aligns THW strategies across the three counties.

- a. Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

- D. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.
- E. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

RFP Process and Contract Management

- F. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process).
- G. By December 2026, manage regional contracts with CBOs housing THWs.

Coordinate Regional Community THW Cohort

- H. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. **Health Equity, Health Disparities, and Community Engagement:**

Health Equity

- A. **Organizational Commitment to Equity:** Multnomah County Health Department works with communities to advance health equity, protect our most vulnerable, and promote health and wellness for everyone. We are a leader in addressing leading causes of death through a racial equity lens.
- B. **Health Equity Impact:** This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

- C. **Health Disparities Impact:** The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce health disparities.
- D. **Metrics:** Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement:

Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget in Exhibit E: Compensation (Multnomah County).

- A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)
- B. Costs related to training and travel related to professional development (e.g., registration fees, stipends, incentives, mileage reimbursement)
- C. Costs related to hosting community meeting or events (e.g., venue, food, printing, supplies)

**Exhibit C: Statement of Work
Washington County**

I. Obligations of Washington County:

Washington County agrees to:

- A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
- B. Use Funds for Eligible Project Expenses.
- C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Washington County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA “Project Objectives and Proposed Activities.”

Project Objectives	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County

Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled “Project Objectives and Example Activities.” Intentionally include Clackamas and Multnomah Counties in project convening and decision making.
- Coordinate Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Coordinate evaluation and reporting.
- Extend existing community health worker contracts with CBOs (e.g., six-month extensions).
- Identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region through a competitive process. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)
- Lead RFP process and contract management.

Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

Coordination and Collaboration

- A. By December 2024, collaboratively develop a regional infrastructure to support this project.
 - a. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
- B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.

- b. Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

- C. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.
- D. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

RFP Process and Contract Management

- E. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process).
- F. By December 2026, manage regional contracts with CBOs housing THWs.

Coordinate Regional Community THW Cohort

- G. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. Health Equity, Health Disparities, and Community Engagement:

Health Equity

- A. Organizational Commitment to Equity: Washington County is committed to reducing and

eliminating health disparities and working to achieve health equity.

- B. Health Equity Impact: This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

- C. Health Disparities Impact: The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce health disparities.
- D. Metrics: Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement:

Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget in Exhibit F: Compensation (Washington County).

- A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)
- B. Contracts with community-based organizations for THW positions
- C. Costs related to training and travel related to professional development (e.g., registration fees, stipends, incentives, mileage reimbursement)
- D. Costs related to hosting community meeting or events (e.g., venue, food, printing, supplies)

**Exhibit D: Compensation
Clackamas County**

I. Payment:

Health Share will pay Clackamas County up to the amount of \$300,000.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Clackamas County according to the Compensation Schedule in Section II of this Exhibit D.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	\$50,000.00
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25	July 1, 2024 – Dec. 31, 2024	\$50,000.00
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	\$50,000.00
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	\$50,000.00
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	\$50,000.00
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July. 1, 2026 – Dec. 31, 2026	\$50,000.00

III. Invoicing:

To receive funds, Clackamas County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit D. Clackamas County must submit invoice no later than thirty

(30) calendar days from the reporting period Clackamas County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
 - Project Name: Regional THW Capacity Building
 - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Clackamas County Public Health

Project Name: Regional THW Capacity Building
 Funded Amount: \$300,000.00
 Funding Period: January 1, 2024 - December 31, 2026
 Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Clackamas County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program.	300,000.00
Subtotal		300,000.00

TOTAL FUNDED AMOUNT \$ 300,000.00

**Exhibit E: Compensation
Multnomah County**

I. Payment:

Health Share will pay Multnomah County up to the amount of \$720,000.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Multnomah County according to the Compensation Schedule in Section II of this Exhibit E.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	\$120,000.00
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25	July 1, 2024 – Dec. 31, 2024	\$120,000.00
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	\$120,000.00
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	\$120,000.00
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	\$120,000.00
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July 1, 2026 – Dec. 31, 2026	\$120,000.00

III. Invoicing:

To receive funds, Multnomah County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit E. Multnomah County must submit invoice no later than thirty

(30) calendar days from the reporting period Multnomah County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
 - Project Name: Regional THW Capacity Building
 - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Multnomah County Health Department

Project Name: Regional THW Capacity Building
 Funded Amount: \$720,000.00
 Funding Period: January 1, 2024 - December 31, 2026
 Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Multnomah County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program.	300,000.00
Multnomah County Subcontracts	Funds will support contract extensions for existing THW community-based contracts with the following CBOs: Asian Health & Service Center, African Family Holistic Health Organization, Black Parent Initiative, CAIRO PDX, Slavic Family Center NW, NAYA, Latino Network, IRCO, Oregon Latino Health Coalition, Community for Positive Aging, Samoan Pacific Development Corporation	400,000.00
Subtotal		700,000.00

Education	Description/Purpose	Amount
Regional THW Summit Event	Funds will support the hosting of a regional THW Summit to develop collaborative strategies to build community resilience	20,000.00
Subtotal		20,000.00

TOTAL FUNDED AMOUNT \$ 720,000.00

**Exhibit F: Compensation
Washington County**

I. Payment:

Health Share will pay Washington County up to the amount of \$2,559,052.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Washington County according to the Compensation Schedule in Section II of this Exhibit F.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	\$426,508.66
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25.	July 1, 2024 – Dec. 31, 2024	\$426,508.66
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	\$426,508.66
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	\$426,508.66
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	\$426,508.66
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July 1, 2026 – Dec. 31, 2026	\$426,508.66

III. Invoicing:

To receive funds, Washington County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit D. Washington County must submit invoice no later than thirty

(30) calendar days from the reporting period Clackamas County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
 - Project Name: Regional THW Capacity Building
 - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Washington County Department of Health & Human Services

Project Name: Regional THW Capacity Building
 Funded Amount: \$2,559,052.00
 Funding Period: January 1, 2024 - December 31, 2026
 Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Washington County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program. Includes operating and administrative expenses.	380,000.00
Washington County Subcontracts	Funds will support contract extensions for existing THW community-based contracts with the following CBOs: Adelante Mujeres, Bienestar, Centro Cultural del Condado de Washington, Doulas Latinas, Neighborhood Health Center, Oregon Spinal Cord Injury Connection, Project Access NOW, Providence PRomotores de Salud de la Iglesia, Unite Oregon, Virginia Garcia Memorial Health Center.	400,000.00
Washington County Subcontracts	Funds will support new Community-Based Organization subcontracts [orgs TBD] to support capacity building and workforce development.	1,779,052.00
Subtotal		2,559,052.00
TOTAL FUNDED AMOUNT		\$ 2,559,052.00

Exhibit G: Reporting Requirements

- A. Counterparties will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:
1. Expansion of access to services for Health Share/OHP members
 2. Capacity building for Contractor's provision of services
 3. Health Share/OHP member experience
 4. Equity impact*
 5. Sustainability plan
 6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives.
- B. Progress report(s) shall be delivered to Health Share on the following timeline:
1. July 31, 2024: Progress Report 1
 2. January 31, 2025: Progress Report 2
 3. July 31, 2025: Progress Report 3
 4. January 31, 2026: Progress Report 4
 5. July 31, 2026: Progress Report 5
 6. January 31, 2027: Progress Report 6
- C. Reports shall be delivered to Health Share via email to: project-reporting@healthshareoregon.org and copied to Maria Tafolla at tafollam@healthshareoregon.org.
- D. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparties shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparties with reasonable notice along with detailed instructions on any material requested from Counterparties, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparties. All parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.
- E. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparties shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparties that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

***Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As Counterparties carry out the work Health Share is

interested in learning how the Counterparties' work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

**Appendix AA:
Project Objectives and Example Activities**

PROJECT ROLES AND OBJECTIVES

Key Roles	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County, Washington County	Clackamas County

PROJECT OBJECTIVES AND EXAMPLE ACTIVITIES

Coordination and Collaboration:

Objective 1: Collaboratively develop a regional infrastructure to support this project. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.

- Coordinate workgroup to develop project structure
- Convene and facilitate regular meetings with regional partners to help design a collaborative model for supporting THW workforce that includes leadership from THWs and CBOs
- Build relationships and ensure inclusion of CBO partners in systems development
- Maintain flexibility for developing structure and roles and potentially engage an outside facilitator

Objective 2: Engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.

- Identify roles of health systems, CCOs, counties, community-based organizations, and others in supporting and growing the THW workforce in the region
- Map how systems and structures supporting THW work fit together and identify ways to align and reduce duplication of efforts
- Utilize shared road map to guide each county’s internal organizational planning around THW workforce support
- Facilitate process to reach consensus on a regional approach to supporting THW workforce
- Intentionally align with Community Health Improvement Plans across the region
- Each county to engage in internal leadership and capacity building to support this work

Objective 3: Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

Objective 4: Work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.

- Engage in intentional planning with CBOs to identify pathways towards sustainability (such as blended and braided funding streams, use of Medicaid dollars, etc.)
- Work with CBOs to understand and address barriers to accessing available funding to support THW workforce
- Coordinate with partners and build relationships with organizations supporting THW workforce development to reduce duplication of efforts

Objective 5: Support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

- Work closely with CBOs to identify training and capacity building needs
- Develop training and capacity building plans specifically related to climate trainings
- Tailor training and professional development to meet identified training needs.
- Host regional THW Summit (e.g., developing collaborative strategies to build resilience)
- Provide subject matter expertise on priority areas for professional development (e.g., climate resilience and preparedness, perinatal health, lactation equity)
- Support professional development opportunities which will be available to THWs in the CBO cohorts and others in the region (e.g., LPHA-based, clinical, community-based)

RFP Process and Contract Management

Objective 6: Develop competitive process to identify CBOs who will house CHWs funded by SHARE

- Lead workgroup to develop a Request for Proposals
- Manage RFP and selection processes

Objective 7: Manage regional contracts with CBOs housing THWs

- Washington County will manage the regional contracts with CBOs housing THWs, while partners will provide direction on their counties' work and priorities to guide the work of the CBOs

Coordinate Regional Community THW Cohort

Objective 8: Build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

- Facilitate, co-facilitate, or support community-led facilitation of the THW cohort
- Create or maintain spaces to hear directly from THWs and CBOs about community needs, as well as for THWs to provide mentorship and learn from each other
- Explore opportunities to expand resources to include other languages and cultures
- Support data collection and reporting for CBOs