

Contract Review Sheet

Contract for ServicesHE-6209-24

Title: Subgrant Agreement - Community Capacity Building Funds

Contractor's Name: PacificSource Community Solutions

Department: Health and Human ServicesContact: Diana Lee Adams Hill

Analyst: Sandra FixsenPhone #: (503) 576-4652

Term - Date From: August 31, 2024Expires: December 31, 2028

Original Contract Amount: \$780,395.00Previous Amendments Amount: \$-

Current Amendment: \$-New Contract Total: \$780,395.00Amd% 0%

Outgoing FundsFederal FundsReinstatementRetroactiveAmendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

The Oregon Health Authority is distributing Health-Related Social Needs Community Capacity Building Funds to Coordinated Care Organizations (CCOs) regionally to offer grants to organizations to build the necessary capabilities and capacity to provide climate, housing, and nutrition services as a CCO benefit. The funding can be spent on four categories:1) Technology; 2) Development of business and operational practices; 3) Workforce Development; 4) Outreach, education, and convening.  
Contract to be Retroactive to August 31, 2024.  
\*Note: Please see affiliated agreement HE-6296-24 Health-Related Social Needs Provider Service Agreement\*

Desired BOC Session Date:	12/4/2024	Contract should be in DocuSign by:	10/16/2024
Agenda Planning Date	10/24/2024	Printed packets due in Finance:	10/22/2024
Management Update	11/05/2024	BOC upload / Board Session email:	10/23/2024
BOC Session Presenter(s)	Christina Bertschi	Code:	Y

REQUIRED APPROVALS

DocuSigned by: Finance - Contracts 10/17/2024	DocuSigned by: Contract Specialist 10/22/2024
Signed by: Legal Counsel 10/17/2024	DocuSigned by: Chief Administrative Officer 10/22/2024



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 12/04/2024

Department: Health & Human Services




Title: PacificSource Subgrant Agreement - Community Capacity Building Funds (HE-6209-24)

Management Update/Work Session Date: 11/05/2024 Audio/Visual aids ☐

Time Required: 10 minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action: Approval

Issue, Description  
& Background:

MCHHS has been approved as a Medicaid provider of HRSN services. These services are now approved for the Medicaid population based on the new 1115 waiver. Our organization has several existing contracts & MOUs with community organizations, which provide a landscape for our housing programs & services to build from. We are seeking to enter into an agreement based on approval of our HRSN capacity building grant application. As the subgrant recipient of PacificSource Community Solutions Health-Related Social Needs (HRSN) Community Capacity Building Funds (CCBF), Marion County Health & Human Services (MCHHS) agrees to be an HRSN Provider of HRSN Services in alignment with affiliated agreement HE-6296-24.  
\*Note: Please see affiliated agreement HE-6296-24 Health-Related Social Needs Provider Service Agreement. 

Financial Impacts:

Health & Human Services anticipates no financial impact to other departments.

Impacts to Department  
& External Agencies:

N/A

List of attachments:

HE-6209-24 PacificSource Community Solutions

Presenter:

Christina Bertschi

Department Head  
Signature:

## **REQUEST FOR AUTHORIZATION OF CONTRACT HE-6209-24**

**Date:** October 29, 2024  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Diana Lee Adams Hill

**I. Subject:** Retroactive

The Marion County Health and Human Services is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with PacificSource Community Solutions for Health-Related Social Needs Community Capacity Building Funds with a value of \$780,395.00 and will be effective retroactive to 8/31/2024 upon approval.

**A. BACKGROUND**


On May 30, 2024, Marion County Health & Human Services (MCHHS) submitted a grant application to PacificSource Community Solutions for Health-Related Social Needs (HRSN) Community Capacity Building Funds, and on July 31, 2024, MCHHS received an award letter and the associated Subgrant Agreement – Community Capacity Building Funds (CCBF) from PacificSource. MCHHS received a revised version of the Subgrant Agreement – CCBF from Pacific Source on August 29, 2024.

**B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:**


After receiving the original Subgrant Agreement on July 31, 2024, MCHHS met with PacificSource to discuss minor changes to the scope of work due to a 50 percent reduction in the amount awarded, submit revisions to the language in the related HRSN Provider Service Agreement to PacificSource, while providing information to the Board of Commissioners at Management Update. Completing these tasks created a delay in submitting and executing the Subgrant Agreement.

**C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future: The delay in executing the Subgrant Agreement was due to the need to address the language in the related PacificSource HRSN Provider Service Agreement, review the revised scope of work with PacificSource, and fulfill internal processes.**

Submitted by:

DocuSigned by:  
  
321AF7275637456  
Diana Lee Adams Hill  
Health and Human Services

Reviewed by:

DocuSigned by:  
  
E4592AF8CAA542C  
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
  
7D28A787656F458  
Department Head

Acknowledged by:

DocuSigned by:  
  
DC16351248DF4EC  
Jan Fritz, CAO



**SUBGRANT AGREEMENT – COMMUNITY CAPACITY BUILDING FUNDS**

This Subgrant Agreement is made between PacificSource Community Solutions, an Oregon non-profit corporation (“PCS”), and Marion County Oregon, (“Subgrantee”) and is effective August 31, 2024.

**RECITALS**

A. PCS is contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”) to assist in supporting investments to create robust, equitable networks of Health-Related Social Needs providers and build the necessary capabilities and capacity of community partners (the “Grant Agreement”).

B. PCS wishes to contract with Subgrantee to perform the work noted in Subgrantee’s Health Related Social Needs Community Capacity Building Funding Application, submitted to PCS and approved by OHA (“Subgrantee’s Application”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the Parties hereby agree as follows:

**AGREEMENT**

1. Services. Subgrantee will provide the services described in Subgrantee’s Application (the “Services”), a copy of which is attached hereto as Exhibit A and incorporated herein. Subgrantee agrees and acknowledges that the Services will be performed utilizing only the dollars provided for in this Agreement and that no amounts received under other contracts with PCS, or any of its affiliated entities, will be used, directly or indirectly, to fund the Services.

2. Reports. Subgrantee will provide reporting to PCS on at least an annual basis to include the following, at a minimum and pursuant to OHA’s standard reporting: (a) Amount of Community Capacity Building Funding (“CCBF”) spent during the reporting period and to date; (b) Specific activities and items that CCBF was used to support during the reporting period; (c) Requests to modify activities and the budget, as needed, including the rationale for modification; and (d) Attestation that CCBF has not duplicated funding received from other sources.

Subgrantee shall submit reports to: [HRSNServiceProviderRequests@pacificsource.com](mailto:HRSNServiceProviderRequests@pacificsource.com)

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed Seven Hundred Eighty Thousand Three Hundred Ninety Five and 00/100 Dollars (\$780,395.00), with all funds being dispersed to Subgrantee by September 30, 2024. Subgrantee agrees and acknowledges that any funds provided PCS under this Subgrant Agreement that are not expended by 7/31/2027, must be returned to PCS no later than 8/31/2027.

4. Responsibilities. The Parties agree to comply with all requirements provided in the Grant Agreement and Subgrantee agrees and acknowledges to cooperate with PCS so that PCS may meet all of its obligations to OHA under the Grant Agreement.

5. Term; Termination. This Agreement shall expire on December 31, 2028; provided, however, that this Agreement shall terminate immediately if (a) the Grant Agreement between PCS and the OHA is terminated for any reason; (b) PCS does not receive all funds from the OHA as provided for in the Grant

Agreement; or (c) Subgrantee fails to perform adequately under this Subgrant Agreement in the reasonable opinion of PCS.

6. Terms and Conditions from the OHA Grant Agreement. Subgrantee acknowledges and agrees that it is subject to the provisions in the Grant Agreement between PCS and the OHA that are required to be passed through to subcontractors, which are attached hereto and incorporated herein as Exhibits B and C, with Subgrantee taking the place of the "Recipient" for purposes of Exhibits B and C.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

PACIFICSOURCE COMMUNITY SOLUTIONS

SUBGRANTEE COMMUNITY SERVICES

By: \_\_\_\_\_  
[signature]

By: See County Signature Page  
[signature]

Lindsey Hopper  
[printed name]

Ryan Matthews  
[printed name]

Title: \_\_\_\_\_





Title: Department Director or Designee

Address: PO Box 7469  
Bend, OR 97701

Address: 3160 Center Street NE  
Salem, OR 97301

SIGNATURE PAGE FOR  
HEALTH-RELATED SOCIAL NEEDS COMMUNITY CAPACITY BUILDING FUNDS -  
HE-6209-24  
between  
MARION COUNTY and PACIFICSOURCE COMMUNITY SOLUTIONS

MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<div>DocuSigned by:  7D28A787666F458...</div>	10/17/2024
	Department Director or designee	Date
Authorized Signature:	<div>DocuSigned by:  DC16351248DE4EC...</div>	10/22/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	<div>Signed by:  60C98A6F708240B...</div>	10/17/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div>DocuSigned by:  E4582AF8CAA542C...</div>	10/17/2024
	Marion County Contracts & Procurement	Date

PACIFICSOURCE COMMUNITY SOLUTIONS NORTHWEST SIGNATURE

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Subgrantee's Health Related Social Needs Community Capacity**

**Building Funding Application**

## Marion County Health & Human Services

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### *Community Capacity Building Funding Application*

### ***Marion County Health & Human Services***

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Ms. Christina Bertschi  
P.O. BOX 14500  
Salem, OR 97309

cbertschi@co.marion.or.us  
O: 503-576-4608

### ***Ms. Christina Bertschi***

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3180 Center Street NE, Suite 2274  
Salem, OR 97301

cbertschi@co.marion.or.us  
O: 503-576-4608

# Application Form

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## *Instructions*

In order to receive funding, organizations must complete and sign this application form in its entirety. For this form to be considered complete, all components must be filled out, a budget request must be attached and the application must be signed by the authorized representative from the entity applying for funding.

Please answer all required and applicable optional questions. Questions that have a text-response show a character count and instructions state a word count. Please follow word count maximums in your answers.

If you have questions about this application or need technical support, reach out to Elliot Sky at Elliot.Sky@pacificsource.com or call 541-225-2813.

## *Applicant Organization Information*

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The purpose of this section is to collect general information about the Applicant Organization. Please complete the information requested in the questions below.

### **Applicant Organization Name\***

Marion County Health & Human Services

### **Point of Contact Name\***

Christina Bertschi

### **Point of Contact Title\***

Human Services Program Supervisor

### **Point of Contact Telephone Number\***

503-476-4608

### **Point of Contact Email Address\***

cbertschi@co.marion.or.us

Christina Bertschi

Marion County Health & Human Services

**Mailing Address: Street Address\***

3180 Center St. NE Ste. 2274

**Mailing Address: City\***

Salem

**Mailing Address: State\***

Oregon

**Mailing Address: Zip Code\***

97301

***Eligibility Criteria***

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Organizations must meet minimum eligibility criteria to receive Community Capacity Building Funding.

**Please attest to the following:\***

The organization is capable of providing or supporting the provision of one or more HRSN services to Medicaid beneficiaries within the state of Oregon.

Yes

**Please attest to the following:\***

The organization intends to contract with one or more CCOs or with the Fee-for-Service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN service.

Yes

**Please attest to the following:\***

The organization demonstrates a history of responsible financial administration via recent annual financial reports, an externally conducted audit, experience receiving other federal funding or other similar documentation.

Yes

## Organization Types\*

The following organization types are eligible to apply for and receive Community Capacity Building Funding. Please select the box that most closely aligns with your organization type (select more than one, as needed):

Community-based organizations, including:

- Social-services agencies
- Housing agencies and providers
- Food and nutrition service providers
- Outreach and engagement providers

Provider organizations that include those that provide or coordinate HRSN services, including:

- Case management providers
- Traditional health workers
- Organizations focused on children, women and families
- City, county and local government agencies

## *Applicant Organization Questions*

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### Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about its culturally responsive and specific strategies to engage individuals.

### 1. Counties served.\*

Please indicate which counties your organization will provide HRSN services.

Marion

### 2. For each county marked above, your organization must provide specific details about:\*

- 1) the current working relationship and knowledge of that county
- 2) current or planned partnerships to support the work proposed and
- 3) the work being proposed in that county, including how their specific population(s) of focus in each county will benefit from the proposed work.

If your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (300 words max)

Marion County Health & Human Services (MCHHS) provides support for individuals and families between five divisions, including Addiction and Treatment Services, Behavioral Health Services, Human Services, Crisis Services, and Public Health. The organization has several contracts and Memorandums of Understanding (MOUs) with community-based organizations further enhancing MCHHS programs and services. MCHHS has

representatives that serve on the Mid-Willamette Valley Homeless Alliance committees. The Housing Program and Services has MOUs with the Marion County Housing Authority and Salem Housing Authority ensuring that individuals with high needs have long term monetary support once they reach self-sufficiency. MCHHS contracts with Oregon Department of Human Services, enabling the program to provide housing navigation to families involved in Child Welfare and Self-Sufficiency programs. The Housing Program partners with local shelters and other organizations to provide Ready to Rent classes on site, to eliminate transportation barriers. The Housing Program serves individuals and families across the lifespan and the program partners with organizations such as Aging and Disability Services and Punx in the Park. Marion County has a significant presence in rural communities, targeting rural residents who may face additional barriers to accessing services.

Marion County is committed to serving underserved populations with a focus on addressing health disparities and promoting health equity. The populations served by the County include:

- Chronic Health Conditions: Managing a Serious and Persistent Mental Illness, Substance Use Disorder, and/or Developmental/Intellectual Disability requires ongoing support and coordination of care. Focusing on empowering individuals to self-manage their health, adhere to treatment plans, and navigate the healthcare system effectively.
- Aging population: The elderly population often faces complex health needs and may experience social isolation.
- Youth and Young Adult: Youth and young adults face unique barriers when accessing housing.
- Families: The focus is on keeping families together and preventing children from experiencing Adverse Childhood Experiences (ACEs).

### 3. Populations to be served\*

Please select the populations to be served by your organization. Select only the specific populations you will serve **from each list below**:

HRSN Services Covered Populations: (See STCs for Population Description)

Young Adults with Special Health Care Needs (YSCHN)  
 Adults and youth discharged from an Institution for Mental Disease  
 Adults and youth released from incarceration  
 Youth involved with child welfare  
 Individuals transitioning to Dual Status  
 Individuals who are homeless or at risk of homelessness  
 Individuals with a high-risk clinical need in a region experiencing extreme weather

### Priority Populations\*

People with disabilities:  
 Rural communities:  
 Houseless communities:  
 People with behavioral health conditions:

### Other communities not listed above (please describe):

Priority populations will include individuals with substance use disorders and Intellectual and/or Developmental Disabilities.



**4. Language access provided by your organization.** Please indicate your organization's capacity to speak and write in languages other than English. Also indicate whether the language capacity comes from a native or non-native speaker.

**Language 1:**

Spanish

**Language 1:**

Spoken fluently by native speaker(s)

Spoken fluently by nonnative speaker(s) or access to an interpretation service

Written by native speaker(s)

Written by nonnative speaker(s) or access to translation service

**Language 2:**

Almost all foreign languages. (see below)

**Language 2:**

Spoken fluently by native speaker(s)

Spoken fluently by nonnative speaker(s) or access to an interpretation service

Written by native speaker(s)

Written by nonnative speaker(s) or access to translation service

**Language 3:**

**Language 3:**

**Language 4:**

**Language 4:**

**(Optional) Other language access offered by your organization not already listed above:**

Marion County holds contracts with several interpretive services which cover almost all foreign languages. Passport to Languages, Linguava, Interprenet, Language Link, Propio LS, Immigrant and Refugee Community Org, Idea, and Datagain.

## ***Request and Justification***

### **Organizational Background Information**

#### **5. Use of Community Capacity Building Funding\***

Describe how your organization will use Community Capacity Building Funding to build capacity to provide HRSN services to populations of focus. Ensure the response includes a description of how the Organization will promote health equity through the delivery of HRSN service. (250 words max)

MCHHS will utilize the Community Capacity Building Funding to develop infrastructure and enhance operational capabilities to provide housing support and nutrition services aligned with evidence-based health equity strategies for HRSN covered populations, with a targeted focus on individuals who are homeless or at risk of homelessness, with a Serious and Persistent Mental Illness, Substance Use Disorders, Intellectual/Developmental Disabilities, and/or who may also reside in rural communities and belong to underrepresented demographic groups.

MCHHS will utilize the technology funds for the design and implementation of the HRSN program within the existing electronic health record system (DrCloud) ensuring that screening for social determinants of health and clinical assessments/client encounters, billing, and reporting systems promote patient-centered care and a closed loop referral system resulting in targeted client interventions. Workforce development, including the recruitment, hiring, and training of employees, along with support provided by existing employees, will enhance the diversity of perspectives and experience within MCHHS ensuring that housing support and nutrition services are accessible, culturally sensitive, and responsive to the unique needs of individuals. The new HRSN positions: Clinical Supervisor, three Qualified Mental Health Associates/Housing Navigators (two bilingual positions), and bilingual Nutritionist will implement health equity strategies directed towards the HRSN priority populations. Outreach and partnering convening will foster an understanding of the unique needs of underrepresented demographic groups, guiding the development of culturally appropriate materials and communication strategies. MCHHS will plan and facilitate community engagement activities to promote HRSN services among priority populations and connect with community partners.

#### **6. Culturally and linguistically responsive and trauma informed services\***

Describe how your organization provides culturally and linguistically responsive and trauma informed services to the populations served. (250 words max)

The US Census Bureau reports that 29.7% of the total population in Marion County is Hispanic or Latino and 21.3% is unsheltered, according to the 2023 Point in Time Count published by the Mid-Willamette Valley Homeless Alliance. MCHHS provides culturally responsive services by ensuring our workforce reflects the community being served, providing services by native speakers, establishing services for underserved populations in both rural and urban areas, and adapting services to ensure all community members receive services. In serving these diverse populations, our organization employs culturally responsive strategies to engage individuals effectively, which includes:

- Hiring staff from diverse backgrounds who reflect the communities we serve.
- Providing training to staff on cultural competency, implicit bias, and trauma-informed care.
- Collaborating with community leaders, faith-based organizations, and cultural institutions to build trust and rapport.
- Conducting outreach and education campaigns in multiple languages and formats to reach individuals with varying literacy levels and communication preferences. Staff receive regular training on providing trauma informed services and participant centered care. Every individual receiving HRSN services will take part in a Person-Centered planning process that ensures that the services delivered are directed by the individual

receiving the support. Our organization also uses trauma informed approaches to help guide decision making and program development.

By prioritizing culturally responsive care and actively engaging with diverse communities, Marion County strives to ensure that all individuals have access to high-quality healthcare that is culturally responsive and meets the unique needs of each family and individual and their preferences.

**7. Please note below which HRSN services initiative (Climate Support, Housing, Nutrition Supports, Outreach and Education) your organization has experience with.**

For each applicable service,

- 1) describe below your experience providing these services and
- 2) describe how your organization intends to provide this service as an HRSN service provider.

**Fill out all that apply.**

### **A. Climate Services:**

Describe your organization's experience providing climate services. Please also explain how you intend to provide climate services as an HRSN provider. (200 words max)

Not Applicable

### **B. Housing Supports:**

Describe your organization's experience providing housing support services. Please also explain how you intend to provide housing support services as an HRSN provider. (200 words)

The Housing Program and Services primary focus is to serve individuals and families facing Serious and Persistent Mental Illness (SPMI), Substance Use Disorders, and/or Intellectual/Developmental Disabilities by facilitating access to rental assistance, housing navigation and other housing-related supports, leading to stable and permanent housing.

The program delivers rental assistance and housing navigation services to individuals and families (head of household) diagnosed with SPMI who are homeless, at risk of homelessness, and/or transitioning from higher levels of care. The Housing Program is comprised of the following programs: Rental Assistance Program (ages 26 and older), Young Rental Assistance Program (ages 17 to 25), Family Rental Assistance Program, ODHS Housing Program for families receiving Temporary Assistance for Needy Families or involved in child welfare, and housing navigation services for individuals in services who are connected to a Section 8 Preference Voucher.

As an HRSN provider, the program aims to significantly increase the number of individuals/families benefiting from housing-related support services, providing assistance with housing related costs, and pre-tenancy/tenancy sustaining services. The program will not only provide housing-related support services directly to individuals but will also establish strong partnerships with community organizations to leverage resources and expertise and promote community outreach and education.

### C. Nutrition Supports:

Describe your organization's experience providing nutrition support services. Please also explain how you intend to provide nutrition support services as an HRSN provider. (200 words)

MCHHS employs 2.0 FTE Board Certified Registered Dietitians (RDs) who provide comprehensive nutrition support for the WIC community. The RDs are highly qualified, meet certification requirements including a bachelor's degree, supervised practicum, national exam, and ongoing continuing education. They perform health and diet assessments, offer nutrition and cooking education, meal planning assistance, and facilitate referrals for housing, domestic violence, substance use, and food assistance. Services are delivered through various mediums such as in-person, phone, or video, tailored to individual or group needs.

Currently, a notable gap exists in providing continuous and integrated nutrition education and support for non-WIC populations, especially those facing housing instability. This funding will help us expand nutrition services to underserved groups, ensuring they receive the same high level of support. We will support applications for SNAP/WIC and connect clients to community-based food resources, such as fruit/vegetable prescriptions (VeggieRX) and healthy food boxes/meals. By integrating housing support services, we aim to address the interconnected needs of nutrition and stable living conditions, promoting overall well-being. Our approach includes partnerships with local housing organizations to create a seamless referral system, ensuring clients receive comprehensive care. This holistic strategy is designed to foster long-term health and stability for community members.

### D. Outreach and Education:

Describe your organization's experience providing outreach and education services. Please also explain how you intend to provide outreach and education services as an HRSN provider. (200 words)

Planning, facilitating, and conducting outreach and education initiatives have been priorities of the Housing Program and Services' Rental Assistance Program since its inception in 2014, and of MCHHS WIC since its selection as one of five agencies to pilot WIC initiatives in 1974. The Housing Program ensures that employees regularly attend the Oregon Housing Conference, Housing First Conference, Mid-Willamette Valley Homeless Alliance Collaborative committee where connections are made between community stakeholders, policy members, and members of the community. Additionally, the program routinely engages in outreach and educational activities through Marion County or community-led educational fairs or events; internal/external presentations and information sessions; and individualized outreach/education in the community. WIC initiatives have been promoted through community events, healthcare provider referrals, social media/digital outreach, partnerships with community-based organizations, and through multi-lingual materials.

The Housing Program and WIC will continue to conduct outreach and educational activities targeting HRSN covered populations, including actively providing access through education, referrals, and services for individuals enrolled in OHP or with presumed eligibility, while emphasizing the importance of addressing health-related social needs through a health equity lens. The Housing Program and WIC will provide educational materials, training sessions, community outreach, develop partnerships, and provide culturally competent materials.

**Allowable Funding Uses\***

The purpose of this section is to collect information about:

- the purpose of your funding request;
- funding need and justification; and
- how funding will be utilized.

Eligible entities may request Community Capacity Building Funding to support the development and implementation of HRSN services across four categories:

- 1) Technology
- 2) Development of Business or Operational Practices
- 3) Workforce Development and
- 4) Outreach, Education and Partner Convening

\* Please note that the Infrastructure Protocol which outlines the allowable funding uses is pending CMS approval. Once approved, the final CMS approved Infrastructure Protocol will be updated and available on the OHA Waiver webpage.

**8. Check the boxes for each category** in which you are seeking funding. You must also provide a short description of

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) your organizations experience in this category.

Check all that apply.

**A. Technology:**

Procuring IT infrastructure/data platforms to support HRSN.\* (see below for more details)

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

\* Examples of Procuring IT infrastructure/data platforms to support HRSN:

- Authorization of HRSN services
- Referral to HRSN services
- HRSN service delivery
- HRSN service billing
- HRSN program oversight, monitoring and reporting

## If seeking funding for Technology

Please describe the following:

- 1) why funding is needed
- 2) how it will be used to build capacity to participate in the HRSN program and
- 3) your organizations experience in this category.

(250 words max)

Funding is required to procure IT infrastructure and data platforms necessary to support the HRSN program. Marion County has a proven track record in implementing and managing complex technological solutions for healthcare and social service programs. We have successfully procured, implemented, and maintained IT infrastructure and data platforms for various initiatives aimed at improving access to healthcare services, optimizing service delivery, and enhancing program effectiveness. Leveraging our experience and expertise, we are well-positioned to effectively utilize the funding to build the necessary technological capacity for organizations to participate in the HRSN program and achieve its objectives.

Funding will be used for a "Personal Services" Contractor to support the EHR team in the following:

- Research/document needs within EHR to support the HRSN program
- Interface with vendor that creates reports within EHR
- Assist in building the HRSN program with the EHR
- Set up any new reports to support the HRSN program
- Create EHR user guides
- Work with program staff on workflow creation that incorporates EHR
- Train program staff in the functionality of the new program

Funding will also support the FTE needed to develop the infrastructure within the EHR system, such as programming, building forms, system/form testing, and creating an address book comprised of property managers and landlords that the program works with. This system will allow us to build a screening system that will prioritize referrals based on need and allow us to track where individuals are located throughout the county to ensure participants are not congregating in one area.

## B) Development of Business or Operational Practices:

Development of policies/procedures related to:\* (see below for more details)

Training/technical assistance on HRSN program roles/responsibilities

Administrative items\* (see below for more details)

Planning needs for the implementation of the HRSN program

Procurement of administrative supports to assist with the implementation of the HRSN program

\* Development of policies/procedures related to:

- HRSN referral and service delivery workflows
- Billing/invoicing
- Data sharing/reporting

- Program oversight/monitoring
- Evaluation
- Privacy and confidentiality

\* 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)

## If seeking funding for Development of Operational or Business Practices

Please describe the following:

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

Funding will be used to support the infrastructure within the Administrative Services Division of Marion County Health & Human Services (MCHHS), which includes billing systems for processing invoices and reconciling payment, authorizing HRSN services, contract development and processing, monitoring performance, generating reports, and ensuring the program maintains compliance with privacy and confidentiality laws. Additionally, funds are needed for modifying an existing contract with MCHHS' fiscal intermediary services partner that provides a portal that processes deposits, rent and utility payments, and other monetary support provided by the 1115 waiver. These funds will support developing new systems to accommodate the requirements of the HRSN program and integrating those systems with the existing structure. Funding will also be used to purchase a Kiosk that helps eliminate barriers for individuals who do not have access to a computer or devices that allows them to search for available rental properties, submit online applications, and complete other skills training related activities necessary to obtaining and maintain housing. Lastly, funding is necessary for on-boarding staff on these systems and providing training for their effective use.

MCHHS has a robust Administrative Services Division providing operational support to new and existing programs. The Administrative Services Division will ensure the integration of data platforms and that systems will flow seamlessly between different entities involved in the network, enhancing coordination and collaboration. The division has extensive experience and personnel dedicated to contract management and will ensure that any partnerships developed as a result of this funding are supported through the division.

## C) Workforce Development:

Cost of hiring and training new staff

Salary and fringe for staff\* (see below for more details)

Necessary certifications, training, technical assistance, and/or education\* (see below for details)

\* 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)

## If seeking funding for Workforce Development

Please describe the following:

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

The Housing Program and Services and WIC are well-established state and federally funded initiatives operating within MCHHS, each with clearly defined objectives, dedicated staff support, and provide services for a significant percentage of individuals within the community. With a growing number of unmet health-related social needs within Marion County and new requirements stemming from the 2022-2027 Medicaid 1115 Demonstration Waiver, both programs are actively seeking workforce development funds. The funding will be directed towards staff's salaries and fringe benefits, enabling effective program oversight, development, and implementation, thus ensuring the long-term sustainability of the HRSN program.

The Housing Program and WIC will add the following positions: Clinical Supervisor 1 (1 FTE), 3 Mental Health Associates/Housing Navigators (each 1 FTE; 2 bilingual preferred), and a bilingual Nutritionist (1 FTE). The Clinical Supervisor will enhance supervisory support and establish program-related infrastructure. The Mental Health Associates/Housing Navigators will expand capacity for housing navigation services and support. The Nutritionist will provide nutritional services to eligible individuals and receive referrals primarily from internal MCHHS programs.

The Housing Program will allocate a percentage of existing staff's time to the HRSN program, including the following positions: Housing Program Supervisor (.25 FTE), Program Coordinator 2 (.50 FTE), Program Coordinator 1 (.50 FTE), Office Specialist 3 (.30 FTE). The Housing Program Supervisor, Program Coordinators 1 and 2, and Office Specialist will fulfill the following tasks: 1) program development, oversight, implementation, and monitoring; 2) recruitment, hiring, training, and staff supervision; 4) and guidance on EHR functionality for HRSN services and billing.

## D) Outreach, Education, and Partner Convening:

Production of materials necessary for marketing, outreach, training, and/or education

Translation of materials

Planning 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\* (see below for more details)

Administrative or overhead costs associated with outreach, education, or convening

\* Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)

## If seeking funding for Outreach, Education and Partner Convening

Please describe the following:



- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

MCHHS is seeking funding to provide outreach and engagement, along with partner convening, ensuring that the HRSN benefits are accessible to all HRSN covered populations with a targeted focus on individuals with Serious Persistent Mental Illness, Substance Use Disorders, and/or Intellectual/Developmental Disabilities, who are homeless or at risk of homelessness, reside in rural communities, and belong to underrepresented demographic groups. Outreach and engagement will allow MCHHS to establish HRSN benefit accessibility for priority populations, build trust within the community, establish tailored approaches, and promote preventative care thereby reducing medical interventions.

Funding will be allocated towards community-based outreach events to educate community partners and community members about the HRSN benefit and provide continued engagement with partners. The Marion County LEAD Program, a community-based diversion program promoting public safety and reducing unnecessary justice system involvement, will dedicate a .10 FTE of a LEAD Program Coordinator's time to conducting outreach and connecting at-risk individual with HRSN services. A portion of the Communication Coordinator's time will be allocated towards developing and promoting messaging tailored towards HRSN priority populations. MCHHS will develop brochures, guides, and additional content that promotes the HRSN benefit and educates the community about the correlation between health-related social needs and health and wellbeing. Materials will be culturally sensitive and plain in literacy, respecting diverse backgrounds while promoting accessibility for all.

Currently, MCHHS provides ongoing outreach and engagement, and partner convening, by conducting presentations, serving on boards on committees, attending health and wellness fairs, completing educational programs, and through formal contractual partnerships.

### Other CCO applications\*

9. Has your organization applied to or been awarded funds from other CCOs for the Community Capacity Building Funding?

No

**If yes, please provide detail as to which CCOs and for what activities (200 words max)**

Not Applicable

## ***Required Documents***

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### **Budget Document\***

Please download budget document from link here. Fill out this document and upload to this application below.

Marion County Health & Human Services CCBF Budget.xlsx

### **Attestations and Certification\***

Please download Attestations and Certification document here. Fill out this document and upload to this application below.

Marion County Health & Human Services CCBF Attestations and Certification-Signed.pdf

## File Attachment Summary

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### *Applicant File Uploads*

- Marion County Health & Human Services CCBF Budget.xlsx
- Marion County Health & Human Services CCBF Attestations and Certification-Signed.pdf

PLEASE NOTE: This is a standard CCBF Application Template for reference only. All community capacity building fund (CCBF) applications must be submitted directly to a coordinated care organization (CCOs). Please refer to the CCO CCBF contact list to connect directly with a CCO in your area for any additional information on the application process.

Instructions	
<b>Purpose of This File</b>	<p>The state has been authorized to spend up to \$119 million on Community Capacity Building Funding investments necessary to support the development and implementation of the Health-Related Social Needs (HRSN) program. Organizations who wish to receive HRSN Community Capacity Building Funding must submit this funding request and an application to the Coordinated Care Organization (CCO) operating in their service area indicating how they intent to use this funding.</p> <ul style="list-style-type: none"> <li>- To submit your budget request, you must complete Tab 3 (Budget Request)</li> <li>- Once that tab has been completed, certify the documents by typing the name of the person submitting the budget application and date</li> </ul>

Tab	Instructions	Tab Completion Checklist
<b>Instructions (this tab)</b>	This budget request outlines the expenses CBOs expect to incur to build capacity to participate in the HRSN program. Budget requests and applications are due to [insert CCO] by [insert date].	On the tab "Budget Request" complete all the boxes in <b>yellow</b> .
<b>Budget Request</b>	<p>To begin, please complete the following at the top of this budget request:</p> <ul style="list-style-type: none"> <li>• Your organization's name in [insert cell].</li> <li>• Name of the person to contact about the Community Capacity Building Funds application in [insert cell]</li> <li>• Email and phone number for the contact above in [insert cell].</li> <li>• The date the report is sent to [insert CCO] in [insert cell].</li> </ul>	1. Ensure that you have completed all pieces of information listed at the top of the form in yellow
<b>Section A</b>	<p><b><u>Section A:</u></b></p> <ul style="list-style-type: none"> <li>• This section contains the funding amount requested based on the appropriate four domain areas: (i) Technology; (ii) Development of business or operational practices; (iii) Workforce development; and (iv) outreach, education and stakeholder convening.</li> </ul>	<p>1. In Column C describe the proposed use of the requested funds. Ensure that you have listed only allowable uses of the fund as defined on Tab "CCBF Allowable Uses"</p> <p>2. In Column D list out the total amount of funds that coincide with the same line in Column C. You may add more lines under a category if needed.</p>
<b>Section B</b>	<p><b><u>Section B:</u></b></p> <ul style="list-style-type: none"> <li>• This section certifies the accuracy of the amounts requested above.</li> </ul>	1. Ensure the report has the name and title of the person who prepared the budget [insert cell] and date [insert cell].

## Allowable Uses of the Community Capacity Building Funds

Allowable uses for Community Capacity Building Funds are in 4 categories:

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

### Technology

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

### Development of business or operational practices

- o Development of policies/procedures related to:
  - o HRSN referral and service delivery workflows
  - o Billing/invoicing
  - o Data sharing/reporting
  - o Program oversight/monitoring
  - o Evaluation
  - o Privacy and confidentiality
- o Training/technical assistance on HRSN program and roles/responsibilities
- o 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)
- o Planning needs for the implementation of HRSN program
- o Procurement of administrative supports to assist implementation of HRSN program

### Workforce development

- o Cost of recruiting, hiring and training new staff
- o Salary and fringe for staff that will have a direct role in overseeing, designing, implementing and executing HRSN responsibilities, time limited to a period of 18 months. Organizations may not access this funding for the same individual more than once.
- o 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)
- o Privacy/confidentiality training/technical assistance related to HRSN service delivery
- o Production costs for training materials and/or experts as it pertains to the HRSN program

### Outreach, education and convening

- o Production of materials necessary for promoting, outreach, training and/or education
- o Translation of materials
- o Planning for and facilitation of community-based outreach events to support awareness of HRSN services
- o Planning for and facilitation of learning collaboratives or stakeholder convenings
- o Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)
- o Administrative or overhead costs associated with outreach, education or convening.

Community Capacity Building Grant Funding Request

CCO Name: PacificSource Community Solutions - Marion Polk

Community Capacity Building Grant Funding Request

Applicant Organization Name

Applicant Contact Name

Applicant Email Address

Applicant Phone Number

Marion County Health & Human Services

Christina Bertschi

cbertschi@co.marion.or.us

(503) 576-4608

DATE SENT:

5/23/2024

Legend
Yellow cells - require input
Gray cells - auto populate
Blue cells- for CCO use only

BREAKDOWN BY HRSN Allowable Funding Domain			
A	BUDGET REQUEST		
	Description of Item/Activity Requested, by Allowable Use Category	Budget Request	FOR CCO USE ONLY Approved Budget
1.	Technology (subtotal)	\$ 166,319.00	\$ -
	Personal Services Contractor to Enhance Existing Electronic Health Record Management System, DrCloud, to Support New HRSN Program: Research/Document Needs within DrCloud, Interface with Ensoftek, Inc. (DrCloud Vendor), Assist with the Development and Build of the Program/Establish Backend Reporting, and Provide Staff Training/Program Implementation	\$ 30,000.00	
	Enhancements to the Electronic Health Record Management System, DrCloud, by EnSoftek, Inc. (DrCloud Vendor)	\$ 10,000.00	
	IT Hardware (Computers and Other Equipment)	\$ 6,000.00	
	Electronic Health Record Management Sytem User Licenses (5 licenses)	\$ 2,430.00	
	Cell Phones (4 cell phones)	\$ 2,880.00	
	Website Development	\$ 5,000.00	
	Administrative Costs for IT Support	\$ 110,009.00	
2.	Development of Operational and Business Practices (subtotal)	\$ 280,387.00	\$ -
	Administrative Costs (Billing Support, Financial Services, Contract Administration, Etc.)	\$ 277,991.00	
	Informational/Transactional Kiosk and Software	\$ 2,396.00	
3.	Workforce Development (subtotal)	\$ 1,078,597.00	\$ -
	Clinical Supervisor 1 (New Position HRSN 1 FTE)	\$ 207,760.00	
	Mental Health Associate Bilingual (New Position HRSN 1 FTE)	\$ 146,420.00	
	Mental Health Associate Bilingual (New Position HRSN 1 FTE)	\$ 146,420.00	
	Mental Health Associate (New Position HRSN 1 FTE)	\$ 142,254.00	
	Housing Program Supervisor (Existing Position HRSN .25 FTE)	\$ 66,475.00	
	Program Coordinator 2 (Existing Position HRSN .5 FTE)	\$ 86,856.00	
	Program Coordinator 1 (Existing Position HRSN .5 FTE)	\$ 79,175.00	
	Nutritionist Bilingual (New Position HRSN 1 FTE)	\$ 164,494.00	
	Office Specialist 3 (Existing Position HRSN .3 FTE)	\$ 38,743.00	
4.	Outreach, Engagement and Partner Convening (subtotal)	\$ 34,000.00	\$ -
	Community-Based Outreach Event(s)	\$ 10,000.00	
	Marion County LEAD Program Coordinator (HRSN .1 FTE)	\$ 17,500.00	
	Social Media / Communications Coordinator	\$ 5,000.00	
	Mileage / Travel Costs	\$ 500.00	
	Outreach and Marketing Materials	\$ 1,000.00	
5	Total Budget Request	\$ 1,559,303.00	\$ -

B

CERTIFICATE

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.

Christina Bertschi, Human Services Program Supervisor

5/23/2024

PREPARED BY (Type Name and Title)

DATE

### Attestations and Certification

As an authorized representative of the Organization, the Organization attests as follows and agrees to the following conditions:

1. The funding received through the HRSN Community Capacity Building Funding initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN Community Capacity Building Funding initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN Community Capacity Building Funding in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN Community Capacity Building Funding in instances of underperformance and/or fraud, waste and abuse.
5. The Organization will alert the CCO if circumstances prevent it from carrying out activities described in the program application. In such cases, the Organization may be required to return unused funds contingent upon the circumstances.
6. As the authorized representative of the Organization, I attest that all information provided in this application is true and accurate to the best of my knowledge.

**Signature**  \_\_\_\_\_

**Name and Title** Ryan Matthews MCHHS Administrator

**Date** 5/24/2024

**EXHIBIT B**

**Oregon Health Authority Required Language  
(Coordinated Care Organization – Community Capacity Building Subgrant)**

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Grant Agreement (defined below and collectively referred to herein as "the OHA Agreement"). The parties shall comply with all applicable federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Agreement, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

1. This Agreement is intended to specify the contracted work and reporting responsibilities, be in compliance with PacificSource Community Solutions' ("PCS") grant agreements with OHA related to Community Capacity Building and Oregon's 1115 Waiver (the "OHA Agreement") and incorporate the applicable provisions of the OHA Agreement. Vendor shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. [Exhibit B, Section 14]
2. **Governing Law, Consent to Jurisdiction.** This Agreement shall 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, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 1]
3. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 2]
4. **Independent Parties; Conflict of Interest.**
  - a. Recipient 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 Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates 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 Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government. [Exhibit B, Section 3]
5. **Ownership of Work Product.** Reserved. [Exhibit B, Section 6]
6. **Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, 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 RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. [Exhibit B, Section 7]

7. **Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise. [Exhibit B, Section 9]

8. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C of the OHA Agreement, attached hereto. [Exhibit B, Section 10]

9. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. [Exhibit B, Section 11]

10. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), 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 Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "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. [Exhibit B, Section 12]

11. **Subgrant.** Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement. [Exhibit B, Section 14] Note that for purposes of this Section 11, Recipient means the Vendor and PCS shall manage any OHA approval or consent requirements.

12. **No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 15]

13. **Severability.** The parties agree that 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 16]

14. Vendor acknowledges that it has received a copy of the current version of the OHA Agreement, with the exception of any financial information.

## EXHIBIT C

### Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

#### **PROFESSIONAL LIABILITY:**

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

#### **EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense

requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient’s completion and Agency’s acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Recipient or its insurer must provide at least 30 calendar days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required



**Grant Agreement Number 181879**

**STATE OF OREGON  
GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “**OHA**,” and

**PacificSource Community Solutions (Marion-Polk)**  
**2965 NE Conners Avenue**  
**Bend, Oregon 97701**  
**Attention: Erin Fair Taylor**  
**Telephone: (503) 333-8325**  
**E-mail address: [erin.fairtaylor@pacificsource.com](mailto:erin.fairtaylor@pacificsource.com)**

hereinafter referred to as “**Recipient**.”

The program to be supported under this Agreement relates principally to OHA’s

**Health Systems**  
**500 Summer Street NE, E-20**  
**Salem, Oregon 97301-1097**  
**Agreement Administrator: Janet Herb, or delegate**  
**Telephone: 503-551-7847**  
**E-mail address: [janet.herb@oha.oregon.gov](mailto:janet.herb@oha.oregon.gov)**

- 1. Effective Date and Duration.** This Agreement shall become effective on **January 1, 2024**, regardless of the dates of signature. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2028**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

## 2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$3,865,670.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A, Part 2.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ Recipient is a subrecipient    ☒ Recipient is a contractor    ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: CFDA 93.778

**5. Recipient Information and Certification.**

- a. **Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):**

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

( ) \_\_\_\_\_

Fax: \_\_\_\_\_

( ) \_\_\_\_\_

**Is Recipient a nonresident alien**, as defined in 26 USC § 7701(b)(1), a foreign person, or a foreign entity? (Check one box): ☐ YES ☐ NO

**Business Designation.** (Check one box):

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietorship

☐ Corporation

☐ Partnership

☐ Other

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required by Exhibit C.

Professional Liability Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Commercial General Liability Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Workers' Compensation:** Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): ☐ YES ☐ NO If YES, provide the following information:

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_



**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page one of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5.a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (8) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

**RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**PacificSource Community Solutions (Marion-Polk)**  
**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**State of Oregon, acting by and through its Oregon Health Authority**  
**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**  
*Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, Oregon Department of Justice by email on December 8, 2023, copy of email approval in Agreement file.*

**Reviewed By:**  
*Lisa Krois via email on December 13, 2023, email in Agreement file.*

## EXHIBIT A

### Part 1

### Program Description

#### 1. Background

##### (1) 1115 Waiver Overview

Section 1115 Medicaid demonstrations give states flexibility to design and improve programs and to show how new policy approaches such as eligibility expansion, service expansion or using innovative service delivery systems can improve care, increase efficiency, and reduce costs.

Under 1115 authority, states may receive approval to waive some requirements of their Medicaid or CHIP state plans to test new approaches to paying for and delivering covered services and defining or limiting benefit packages. Oregon recently received 1115 waiver approval from the federal government that seeks to build on Oregon's strong history of innovation in health care and make progress toward:

- Creating a more equitable, culturally and linguistically responsive health care system
- Helping contain costs by providing quality health care
- Investing in equitable and culturally appropriate health care, and
- Ensuring everyone can get the coverage they need.

##### (2) What is Oregon's Health-Related Social Needs Initiative

Where we are born, live, learn, work, play, and age, can affect our health and quality of life. Access to health care, healthy foods, and safe housing or "Health-Related Social Needs" (HRSN) are important to our health. As part of the state's 1115 Oregon Health Plan waiver approval, Oregon was authorized to design and implement an HRSN initiative within the state's Medicaid program.

As part of the HRSN initiative, the state's partners—including Coordinated Care Organizations (CCOs), providers, community organizations and others—will launch a set of non-medical services not typically offered through Medicaid. Services will include housing-related supports, nutrition services and climate devices for qualifying individuals experiencing a life transition, defined by CMS<sup>1</sup>.

##### (3) What is Community Capacity Building Funding

As part of the HRSN initiative, the state has been authorized to spend up to \$119 million for infrastructure funding, or what the state is calling "Community Capacity Building Funding." This funding supports investments necessary to 1) create robust, equitable networks of HRSN providers across the state and 2) build the necessary capabilities and capacity of community partners. Community Capacity Building Funding will play an important role in building the capacity of community partners to participate in the health care delivery system. Community Capacity Building Funding is distinct from but can be seen as complementary to other

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<sup>1</sup> CMS defines life transitions as belonging to one or more of the following populations: Youth with Special Health Care Needs (YSHCN) ages 19-26 as described in STC 4.6; Adults and youth discharged from an IMD; Adults and youth released from incarceration, including prisons, local correctional facilities, and tribal correctional facilities; Youth involved in the child welfare system, including youth transitioning out of foster care; Individuals transitioning from Medicaid-only to dual eligibility status; individuals who are homeless or at risk of becoming homeless, as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR 91.5; and Individuals with a high-risk clinical need who reside in a region that is experiencing extreme weather events that place the health and safety of residents in jeopardy as declared by the federal government or the Governor of Oregon.

opportunities to support investments in community capacity via the [SHARE Initiative](#) (Supporting Health for All through REinvestment) and/or [Health-Related Services](#). (HRS)

Coordinated Care Organizations (CCOs) will administer the majority of Community Capacity Building Funding, except for those funds reserved for Tribal Governments and Tribal Providers. CCOs will be responsible for conducting outreach to entities regarding the funding opportunity, reviewing applications against minimum eligibility criteria, awarding funding to eligible entities, disbursing funding to awarded entities, and monitoring funding uses amongst eligible entities to prevent fraud, waste, and abuse.

The remainder of this document outlines the scope of service requirements that CCOs will be required to meet to administer HRSN Community Capacity Building Funding.

## **2. Program Activities**

### **a. Outreach to HRSN Providers on Availability of Community Capacity Building Funds**

Recipient must:

- (1)** Publicize an opportunity that includes an application process for HRSN community capacity building funds starting at least 60 days prior to the launch of the application window, as defined below.
  - (a)** The Recipient may coordinate with other organizations (e.g., other Coordinated Care Organizations and other community-organizations) to promote the availability of Community Capacity Building Funding and how to apply.
  - (b)** Make a Community Capacity Building Funding point of contact publicly available for entities to reach out with comments and questions regarding the Community Capacity Building Funding process. Notify the state via [janet.herb@oha.oregon.gov](mailto:janet.herb@oha.oregon.gov).
- (2)** Utilize existing community and culturally specific channels to promote the availability of Community Capacity Building Funding.

At a minimum, these strategies shall include partnerships with Community Advisory Councils (CACs), Regional Health Equity Coalitions (RHECs) and other culturally specific and responsive organizations in the Recipient's service area.
- (3)** Conduct culturally specific outreach and education to entities on the availability of Community Capacity Building Funding. The Recipient must conduct outreach to varying types of organizations operating in their regions, as applicable. This includes organizations that:
  - (a)** The Recipient does not have an existing contract with, to encourage partnerships with new organization types
  - (b)** Are culturally specific for the following populations as applicable for the region. Note: not all regions will have organizations that serve each of the populations listed below. Recipients are only expected to conduct outreach to organization types that are active in the regions they serve. Some regions will not include all organizations that serve all of the population types listed below:
    - i.** American Indian/Alaska Native/Indigenous communities
    - ii.** Asian communities
    - iii.** Black/African American/African communities
    - iv.** Latino/a/x communities

- v. Pacific Islander communities
- vi. Slavic/Eastern European communities
- vii. People with disabilities
- viii. LGBTQIA2S+ communities
- ix. Immigrant and refugee communities
- x. Rural communities, defined as a geographic area that is ten or more map miles from a population center of 30,000 people or less, in accordance with OAR 410-120-0000
- xi. Faith communities
- xii. Houseless communities:
- xiii. People with behavioral health conditions

**(c) Serve the fee for service population**

In addition to proactively outreaching to the organization types listed above, the Recipient may engage other qualifying organizations (including those they may already contract or have relationships with). When providing outreach to organizations in its service area, outreach must include:

- i. Regular email communications with organization types listed above regarding Community Capacity Building Funding administration process, key dates and best practices.
- ii. Webinars providing details to interested entities on the Community Capacity Building Funding administration process, key dates and best practices.
- iii. Report to OHA on outreach efforts to the organization types listed above in a format and on a timeline to be determined by OHA.

**b. Operationalizing Community Capacity Building Funding Application Periods**

Recipient must:

- (1) Create a cover page in plain language, which specifically describes the responsibilities of the applicant:
  - A sole point of contact for the Recipient;
  - How to ask clarifying questions regarding the application process
  - The date the application process will close and no more applications will be accepted
  - A tentative date that awardees will be notified
- (2) Utilize the application found in Appendix B “Community Capacity Building Funding Application” and Appendix C “Community Capacity Building Funding Budget Template” of this Exhibit A, Part 1. OHA will provide Recipient a Word version of Appendix B and an Excel version of Appendix C.
  - The Recipient shall not make any modifications to these documents without express approval from OHA.
- (3) Operationalize Community Capacity Building Funding application windows as described in this section.

Applications will be populated by applicants and will be received, reviewed and approved by the Recipient during specified application windows established in Appendix A “Timeline for Funding Window #1” of this Exhibit A, Part 1.

- (4) Adhere to OHA-standardized timelines for the first Community Capacity Building Funding application window, specified in the Appendix A “Timeline for Funding Window #1” of this Exhibit A, Part 1.
- (5) Adhere to the timelines provided by OHA for subsequent Community Capacity Building application windows. Application windows shall occur annually, at a minimum.

**c. Eligible Entities and Permissible Uses of Community Capacity Building Funding**

- (1) In accordance with parameters set by the Centers for Medicare & Medicaid Services (CMS) and outlined in OHA’s 1115 Oregon Health Plan Demonstration Waiver Special Terms and Conditions (STCs) and associated HRSN Infrastructure Protocol, the Recipient must only provide Community Capacity Building Funding to the following entity types. Note: information listed below is subject to change based on CMS approval of the HRSN Infrastructure Protocol:

Community-based organizations (CBOs)

- (a) Social-services agencies
- (b) Housing agencies and providers
- (c) Food and nutrition service providers
- (d) Case management providers
- (e) Traditional health workers
- (f) Child welfare providers
- (g) City, county, and local governmental agencies
- (h) Outreach and engagement providers
- (i) Providers of climate devices and services

**Note: At this time current CCOs are not eligible to apply for Community Capacity Building Funding.**

- (2) Any applicant that is found to be on any one of the following lists, shall not be allowed to apply: U.S. Department of the Treasury’s Office of Foreign Assets; Control (OFAC) Sanction Lists; Social Security Administration Death Master File (SSADMF); System of Award Management (SAM); U.S. Department of Health and Human Services, Office of Inspector General’s (HHS-OIG) List of Excluded Individuals and Entities (LEIE); and Oregon’s Medicaid Exclusion List.
- (3) In accordance with parameters set by the CMS and outlined in OHA’s [Oregon Health Plan 1115 demonstration waiver STCs](#) and associated HRSN Infrastructure Protocol, the Recipient must only provide Community Capacity Building Funding for activities to eligible entities (i.e., current or prospective HRSN Providers) that fall under the following allowable use categories:

**(a) Technology**

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

**(b) Development of business or operational practices**

- i.** Development of policies/procedures related to:
  - HRSN referral and service delivery workflows
  - Billing/invoicing
  - Data sharing/reporting
  - Program oversight/monitoring
  - Evaluation
  - Privacy and confidentiality
- ii.** Training/technical assistance on HRSN program and roles/responsibilities
- iii.** 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)
- iv.** Planning needs for the implementation of HRSN program
- v.** Procurement of administrative supports to assist implementation of HRSN program

**(c) Workforce development**

- i.** Cost of recruiting, hiring and training new staff
- ii.** Salary and fringe for staff that will have a direct role in overseeing, designing, implementing and executing HRSN responsibilities, time limited to a period of 18 months. Applicants may not access this funding for the same individual more than once.

- iii. 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)
  - iv. Privacy/confidentiality training/technical assistance related to HRSN service delivery
  - v. Production costs for training materials and/or experts as it pertains to the HRSN program
- (d) **Outreach, education, and convening**
  - i. Production of materials necessary for promoting, outreach, training and/or education
  - ii. Translation of materials
  - iii. Planning for and facilitation of community-based outreach events to support awareness of HRSN services
  - iv. Planning for and facilitation of learning collaboratives or stakeholder convenings
  - v. Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)
  - vi. Administrative or overhead costs associated with outreach, education or convening
- (4) Impermissible Uses of Community Capacity Building Funding: The Recipient must not provide Community Capacity Building Funding for any of the following activities:
  - (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
  - (p) Marketing materials not otherwise related to HRSN



- (q) Lobbying
- (r) Memberships and subscription costs not related to HRSN
- (s) Patent costs
- (t) Insurance costs (e.g., liability insurance, rental insurance, etc.)
- (u) Individual-level incentives

**d. Evaluating Community Capacity Building Funding Applications and Budget Requests**

- (1) The Recipient must evaluate Community Capacity Building Funding applications and budget requests consistent with the parameters set forth in this section to determine award for funding.
- (2) Recipient must use the scoring rubric found in Appendix D “Community Capacity Building Funding Scoring Rubric” of this Exhibit A, Part 1 when evaluating applications.
- (3) The Recipient must evaluate Community Capacity Building Funding requests during specified application windows specified in Appendix A “Timeline for Funding Window #1” of this Exhibit A, Part 1.
- (4) The Recipient must ensure that all Community Capacity Building applications meet the following minimum eligibility criteria:
  - (a) Ability to provide HRSN services to qualifying individuals;
  - (b) Commitment to work with other HRSN partners;
  - (c) Confirmation of financial stability (either independently or through the use of a fiscal sponsor), as determined by the Recipient; and,
  - (d) Stated intent to contract with one or more CCOs or the OHA FFS administrator to provide one or more HRSN services.
- (5) At a minimum, the Recipient must evaluate all applications across the following dimensions:
  - (a) Completion: Are filled out in their entirety and meet minimum eligibility requirements;
  - (b) Need: Include a strong justification for why Community Capacity Building Funding is needed to support delivery or bolster capacity to support HRSN, and request articulates permissible uses of funding;
  - (c) Experience: Articulate relevant experience providing HRSN or similar services, or intends to develop new capacity to offer one or more HRSN services;
  - (d) Intent to contract: Include documentation of an existing contract or intent to contract with the Recipient or the FFS administrator to provide one or more HRSN services in a timely manner, or provide HRSN services in the fee-for-service delivery system;
  - (e) Equity plan: Details on how the entity intends to promote health equity through the use of Community Capacity Building Funding;
  - (f) Non-Duplication: Attestation that funding will not duplicate or supplant other funding sources.

- (6)** The Recipient must:
  - (a)** Ensure that adequate funding in any given application window goes to eligible providers that predominately serve the priority populations, as applicable in the regions being served. Priority Populations may include :
    - i.** American Indian/Alaska Native/Indigenous communities
    - ii.** Asian communities
    - iii.** Black/African American/African communities
    - iv.** Latino/a/x communities
    - v.** Pacific Islander communities
    - vi.** Slavic/Eastern European communities
    - vii.** People with disabilities
    - viii.** LGBTQIA2S+ communities
    - ix.** Immigrant and refugee communities
    - x.** Rural communities
    - xi.** Faith communities
    - xii.** Houseless communities
    - xiii.** People with behavioral health conditions
  - (b)** Prioritize any entity that has not yet received HRSN Community Capacity Building Funding.
- (7)** The Recipient should work to include representatives from entities that have not applied for Community Capacity Building Funding, including, for example local social service agencies and local housing authorities, in the decision-making process regarding Community Capacity Building Funding awards.
  - (a)** The Recipient must include other community partners, not applying for funding, in decision-making regarding Community Capacity Building Funding awards.
  - (b)** To prevent conflicts of interest, the Recipient must exclude any organization from participating in the decision-making process if they have applied for funding in that given round.
- (8)** The Recipient must provide a list of entities and their funding amounts to OHA for review and approval prior to disbursing funds.
 

The Recipient must receive OHA approval on all funding awards and amounts prior to final application approval and funding disbursement. The Recipient must not issue any notice of award until OHA has approved funding awards and amounts.
- (9)** The Recipient must allow applicants to:
  - (a)** Apply for multi-year Community Capacity Building Funding amounts, if needed.
  - (b)** Seek funding from multiple CCOs for different, non-duplicative purposes.
  - (c)** Seek funding from the same CCO more than once.
- (10)** The Recipient must notify all applicants of decisions—either approving or rejecting the application.

- (11) Recipient must issue a subgrant to award the funding to the awardee. The subgrant must include each of the section as required in Exhibit B, Section 14 “Subgrants”.
- (12) The Recipient must provide a written description of why the applicants application was not approved, and provide steps, additional resources and recommendations for resubmission during the subsequent application window.
- (13) The Recipient must make the organizations that have been selected to receive Community Capacity Building Funding publicly available

**e. Serving as the Fiscal Administrator for Community Capacity Building Grants**

- (1) The Recipient must be notified by OHA of its annual Community Capacity Building Grant not to exceed funding amount prior to the launch of the first application window.
- (2) The Recipient must invoice OHA for the amount of Community Capacity Building Funding necessary to fund approved applications, up to the not to exceed amount.
- (3) The Recipient must disburse approved funding amounts to, via grant, to awardees by the funding disbursement date for each application window.
- (4) If an Awardee does not spend all Community Capacity Building Funding during the specified time period, the Recipient must allow awardees to rollover unspent funding to other allowable uses, or rebate to the Recipient at their discretion.
- (5) The Recipient must return any unspent or recouped Community Capacity Building Funding to OHA at the end of the contract term.

**f. Providing Oversight and Reporting for Community Capacity Building Funding**

- (1) The Recipient must be responsible for overseeing and monitoring the Community Capacity Building Funding program and related expenditures.
- (2) The Recipient must ensure that awarded applicants report on the following activities annually by 1/31/25 to [CCBF.info@oha.oregon.gov](mailto:CCBF.info@oha.oregon.gov) , at a minimum:
  - (a) Amount of Community Capacity Building Funding spent during the reporting period and to date.
  - (b) Specific activities and items that Community Capacity Building Funding was used to support during the reporting period
  - (c) Requests to modify activities and the budget, as needed, including the rationale for modification
  - (d) Attestation that Community Capacity Building Funding has not duplicated funding received from other sources.
- (3) The Recipient must utilize an OHA-standardized reporting to collect information from awardees on Community Capacity Building Funding.
- (4) The Recipient must provide annual, summary reports to OHA on the items listed above using a State-standardized template.
- (5) In addition, the Recipient must provide annual reports to OHA on key metrics related to Community Capacity Building Funding. OHA encourages the Recipient to engage new community partners that they have not worked with before and organizations that serve the priority populations listed above in the Community Capacity Building Funding opportunity. Reports will provide critical information to OHA on how the Recipient is disbursing Community Capacity Building Funding. Reports will cover the following:

- (a) Strategies taken to conduct outreach and education regarding Community Capacity Building Funding availability and application process, including for the following organization types:
  - i. The Recipient does not have an existing relationship with
  - ii. Serve priority populations listed above (to the extent they exist in the region served)
  - iii. Serve the FFS population
- (b) Number and type of applicants (by eligibility category)
- (c) Number and type of awardees (by eligibility category)
- (d) Percentage of applicants that:
  - i. The Recipient does not have an existing relationship with
  - ii. Serve priority populations listed above
  - iii. Serve the FFS population
- (e) Percentage of awardees and funding that:
  - i. The Recipient does not have an existing relationship with
  - ii. Serve priority populations listed above
  - iii. Serve the FFS population
- (f) Amount of total funding provided, by:
  - i. Total amount provided
  - ii. Eligibility category
  - iii. Allowable use category
  - iv. Individual applicants
- (g) Percentage and number of awardees that the Recipient ultimately contracted with to provide one or more HRSN service(s).
- (h) Program integrity related reporting outlined in Section 8 below.
- (i) Other analyses and data elements as required by OHA.
- (j) Based on results of annual reports, OHA reserves the right to provide feedback and direction to the Recipient on how Community Capacity Building Funding is disbursed.

**g. Ensuring Program Integrity**

***Program Integrity of Community Capacity Building Funding Recipients***

- (1) The Recipient must oversee the Community Capacity building program and related expenditures.
- (2) The Recipient must collect attestations from applicants that all Community Capacity Building Funding provided to awardees is non-duplicative of other federal, state or local funding sources.
- (3) The Recipient must collect attestations from applicants that Community Capacity Building Funding does not supplant funding from other federal, state or local programs.

- (4) The Recipient must proactively monitor funding recipients through spot audits and other applicable strategies to identify and prevent fraud, waste and abuse.
- (5) The Recipient is permitted to utilize strategies to address suspected underperformance and/or fraud, waste and abuse (e.g., corrective action plans to address areas of underperformance, recoupment of funding, etc.)
- (6) The Recipient must report to OHA on the outcomes of any program integrity activities the Recipient takes related to the Community Capacity Building Funding program. Attestation, monitoring and spot audits are sufficient program integrity strategies for this work from the state's perspective.

***Program Integrity of the Grant Administrator Role***

- (1) The Recipient must be subject to any of the following strategies in the case of suspected underperformance on the terms and conditions outlined in these terms and conditions, and/or fraud, waste and abuse:
  - (a) Spot audits on use of Community Capacity Building Funding disbursed to awardees.
  - (b) Corrective action plans to address areas of underperformance
  - (c) Sanctions
- (2) OHA shall have the right to suspend or terminate this agreement if the Recipient is suspected to have engaged in fraud, waste and abuse or is not meeting the terms of this agreement.

### Appendix A Timeline for Funding Window #1

The below timeline is subject to change at the discretion of OHA and based on the on-the-ground experience of participating entities. OHA will communicate any changes in timeline to all participating entities in a timely manner. Additional details on the timing for Funding Window #2 will be provided at least 90 days prior to launch.

Category	Activity	2024											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Outreach and Application Period	CCO outreach to current and potential new CBO partners for HRSN	Ongoing in advance of and during the application period (~120 days)											
	Application window open			Opens Mar 1; Closes May 31 ~90 days									
	CCOs review applications and determine what is in batch 1 (must include at least 50% of applications), and what is in batch 2. Review applications with community partners					May 1 to June 14 ~45 days							
Batch 1	Submit batch 1 to the state for approval						On 17-Jun						
	State reviews and approves batch 1						June 17 to July 15 ~30 days						
	CCOs provide letters of award to batch 1 awardees					Develop award notice template		By July 31 (~15 days from notification by OHA)					
	OHA provides CCOs with funding amount for batch 1								By 1-Aug				
	CCOs develop and execute agreements with batch 1 funding awardees, if necessary					Develop grant agreement template, as needed			Execute Grant Agreements by time of payment (by 8/31) (~45)				

Category	Activity	2024											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
									<i>days from approval by OHA)</i>				
	CCOs disburse funding to batch 1 awardees								No later than 8/31 ~30 days				
	Submit batch 2 to the state for approval							On 1- Aug					
	State reviews and approves batch 2							Aug 2- Aug 31 ~30 days					
	CCOs provide letters of award to batch 2 awardees								By Sept 15 ~15 days from notification by OHA				
	OHA provides CCOs with funding amount for batch 2								By 16- Sep				
	CCOs develop and execute agreements with batch 2 funding awardees, if necessary									Execute Grant Agreements by time of payment (10/16) (~45 days from approval by OHA)			
	CCOs disburse funding to batch 2 awardees								No later than Oct 16 ~30 days from receipt of funds				

## Appendix B Community Capacity Building Funding Application

# Health Related Social Needs (HRSN) Community Capacity Building Funding Overview

### Background

#### *1115 Waiver Overview*

Every state must follow a standard set of rules determined by the federal government on how to operate their Medicaid programs. States can, however, ask the federal government for permission to change, or “waive,” some aspects of their Medicaid rules outlined in Section 1115 of the Social Security Act. Section 1115 Medicaid Demonstrations give states flexibility to design and improve programs and to show how new policy approaches such as eligibility expansion, service expansion or using innovative service delivery systems can improve care, increase efficiency, and reduce costs.

Under 1115 authority, states may receive approval to test new approaches to paying for and delivering covered services and defining or limiting benefit packages. Oregon recently received 1115 waiver approval from the federal government that seeks to build on Oregon’s strong history of innovation in health care and make progress toward:

- Creating a more equitable, culturally and linguistically responsive health care system
- Helping contain costs by providing quality health care
- Investing in equitable and culturally appropriate health care, and
- Ensuring everyone can get the coverage they need.

More information on Oregon’s 1115 Oregon Health Plan (OHP) Medicaid waiver is available [online](#).

#### *What is Oregon’s Health-Related Social Needs Initiative?*

Where we are born, live, learn, work, play, and age, can affect our health and quality of life. Access to health care, healthy foods, and safe housing or “Health-Related Social Needs” (HRSN) are important to our health. As part of the state’s 1115 Oregon Health Plan waiver approval, Oregon was authorized to design and implement an HRSN initiative within the state’s Medicaid program.

The state’s partners—including Coordinated Care Organizations (CCOs), providers, community organizations and others—will launch a set of non-medical services not typically offered through Medicaid as part of the HRSN Initiative. Services will include housing-related supports, nutrition services and climate devices for qualifying individuals experiencing a life transition, defined by CMS<sup>2</sup>.

Providers of HRSN services—including community-based organizations, social service agencies, and others—will play an important role in delivering services to qualifying members.

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<sup>2</sup> CMS defines life transitions as belonging to one or more of the following populations: Youth with Special Health Care Needs (YSHCN) ages 19-26 as described in STC 4.6; Adults and youth discharged from an IMD; Adults and youth released from incarceration, including prisons, local correctional facilities, and tribal correctional facilities; Youth involved in the child welfare system, including youth transitioning out of foster care; Individuals transitioning from Medicaid-only to dual eligibility status; individuals who are homeless or at risk of becoming homeless, as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR 91.5; and Individuals with a high-risk clinical need who reside in a region that is experiencing extreme weather events that place the health and safety of residents in jeopardy as declared by the federal government or the Governor of Oregon.



### ***What is Community Capacity Building Funding?***

As part of the HRSN initiative, the state has been authorized to spend up to \$119 million for infrastructure funding, or what the state is calling “Community Capacity Building Funding.” This funding supports investments necessary to:

- 1) create robust, equitable networks of HRSN providers across the state and
- 2) build the necessary capabilities and capacity of community partners.

Community Capacity Building Funding will play an important role in building the capacity of community partners to participate in the health care delivery system. Community Capacity Building Funding will play an important role in building the capacity of community partners to participate in the health care delivery system. Community Capacity Building Funding is distinct from but can be seen as complementary to other opportunities to support investments in community capacity via the [SHARE Initiative](#) (Supporting Health for All through REinvestment) and/or [Health-Related Services](#) (HRS).

Coordinated Care Organizations (CCOs) will administer community capacity building funding. A CCO is a network of all types of health care providers (physical health care, addictions and mental health care) who have agreed to work together in their local communities to serve people who receive health care coverage under the Oregon Health Plan (Medicaid). CCOs are focused on prevention and helping people manage chronic conditions, like diabetes. This helps reduce unnecessary emergency room visits and gives people support to be healthy. Today, there are [16 CCOs operating in communities around Oregon](#). More information on CCOs can be found [online](#).

CCOs will be responsible for reviewing applications against minimum eligibility criteria, awarding funding to eligible entities, disbursing funding to awarded entities, and monitoring funding uses amongst eligible entities to prevent fraud, waste, and abuse. Organizations who wish to receive HRSN Community Capacity Building funding must submit this application and budget funding request to the CCO operating in the service area in which they will provide HRSN Services. Organizations may apply to more than one CCO to meet the needs of their service area. However, funding requests must be non-duplicative.

More information about CCO Service Areas and contact information for the Community Capacity Building Funds will be available online on the OHA Community Capacity Building Funds webpage.

### ***What are the allowable uses for Community Capacity Building Funding?***

Community Capacity Building Funding can only be spent on four allowable use categories. These are defined in the Infrastructure Protocol [online](#). This protocol is currently in draft and under review with CMS. The final Infrastructure Protocol will be available on the OHA Waiver webpage once approval received.

Allowable uses for Community Capacity Building Funds are in 4 categories:

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

Specifically, under each category funds may be used for:

#### **3. Technology**

- Procuring IT infrastructure/data platforms needed to enable, 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 and 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 (e.g., community information exchange)

#### **4. Development of business or operational practices**

- Development of policies/procedures related to:
  - HRSN referral and service delivery workflows
  - Billing/invoicing
  - Data sharing/reporting
  - Program oversight/monitoring
  - Evaluation
  - Privacy and confidentiality
- Training/technical assistance on HRSN program and 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 HRSN program
- Procurement of administrative supports to assist implementation of HRSN program

#### **5. Workforce development**

- Cost of recruiting, hiring and training new staff
- Salary and fringe for staff that will have a direct role in overseeing, designing, implementing and 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

#### **6. Outreach, education and convening**

- Production of materials necessary for promoting, 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 stakeholder 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.

#### ***What criteria will be used to evaluate this application for funding?***

Organizations applying for funding must meet the following minimum eligibility criteria:

- Apply during an application window
- Be an eligible organization type, as defined by CMS
- Commit to work with other HRSN partners
- Be financially stable (either independently or through use of a fiscal sponsor) as determined by the CCO

- Have the ability to provide HRSN services to qualifying individuals
- State intent to contract as an HRSN service provider
- Attest that requested Community Capacity Building funding will not duplicate other funds
- Funding requests detailed in the application meet the definition of allowable uses
- Submit a fully completed application and budget request

Applications will be evaluated based on the following:

- There is a strong justification for why Community Capacity Building Funds are needed to support the delivery and capacity to deliver HRSN services
- The application communicates that the organization has relevant experience providing HRSN/ similar services **OR** that the organization intends to develop new capacity to offer one or more HRSN services
- The application explicitly describes how the organization will promote health equity through the use of the Community Capacity Building Funds
- The application communicates that the organization provides services in a culturally and linguistically responsive and trauma informed manner
- Priority will be given to organizations that predominately serve the listed HRSN services covered populations and the priority populations listed below:

HRSN Services Covered Populations: ([See STCs for Population Description](#))

- Young Adults with Special Health Care Needs (YSCHN)
- Adults and youth discharged from an Institution for Mental Disease
- Adults and youth released from incarceration
- Youth involved with child welfare
- Individuals transitioning to Dual Status
- Individuals who are homeless or at risk of homelessness
- Individuals with a high-risk clinical need in a region experiencing extreme weather

Priority Populations:

- American Indian/Alaska Native/Indigenous communities:
- Asian communities:
- Black/African American/African communities:
- Latino/a/x communities:
- Pacific Islander communities:
- Eastern European communities:
- People with disabilities:
- LGBTQIA2S+ communities:
- Immigrant and refugee communities:
- Rural communities:
- Faith communities:
- Houseless communities:
- People with behavioral health conditions:

# Health Related Social Needs (HRSN) Community Capacity Building Funding Application

## Community Capacity Building Application

### Instructions

In order to receive funding, Organizations must complete and sign this application form in its entirety. For this form to be considered complete, all components must be filled out, a budget request must be attached and the application must be signed by the authorized representative from the entity applying for funding.

[CCO to insert application process here, including how entities submit their applications]

### Applicant Organization Information

The purpose of this section is to collect general information about the Applicant Organization. Please complete the information requested in the table below.

Applicant Organization Name	
Point of Contact Name	
Point of Contact Title	
Point of Contact Telephone Number	
Point of Contact Email Address	
Mailing Address	

### Eligibility Criteria

Organizations must meet minimum eligibility criteria to receive Community Capacity Building Funding.

#### Please attest to the following:

- ☐ The organization is capable of providing or supporting the provision of one or more HRSN services to Medicaid beneficiaries within the state of Oregon
- ☐ The organization intends to contract with one or more CCOs or with the Fee-for-Service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN service
- ☐ The organization demonstrates a history of responsible financial administration via recent annual financial reports, an externally conducted audit, experience receiving other federal funding or other similar documentation

The following **organization types** are eligible to apply for and receive Community Capacity Building Funding. **Please select the box that most closely aligns with your organization type (select more than one, as needed):**

- ☐ Community-based organizations, including:
  - ☐ Social-services agencies
  - ☐ Housing agencies and providers
  - ☐ Food and nutrition service providers
  - ☐ Climate service providers
  - ☐ Outreach and engagement providers
- ☐ Provider organizations that include those that provide or coordinate HRSN services, including:
  - ☐ Case management providers
  - ☐ Traditional health workers
  - ☐ Organizations focused on children, women and families
- ☐ City, county and local government agencies

### HRSN Community Capacity Building Funding Applicant Organization Questions

#### Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about its culturally responsive and specific strategies to engage individuals.

**1. Counties served.** Please indicate with an X in what counties your organization will provide HRSN services.

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Baker      | <input type="checkbox"/> Lake       |
| <input type="checkbox"/> Benton     | <input type="checkbox"/> Lane       |
| <input type="checkbox"/> Clackamas  | <input type="checkbox"/> Lincoln    |
| <input type="checkbox"/> Clatsop    | <input type="checkbox"/> Linn       |
| <input type="checkbox"/> Columbia   | <input type="checkbox"/> Malheur    |
| <input type="checkbox"/> Coos       | <input type="checkbox"/> Marion     |
| <input type="checkbox"/> Crook      | <input type="checkbox"/> Morrow     |
| <input type="checkbox"/> Curry      | <input type="checkbox"/> Multnomah  |
| <input type="checkbox"/> Deschutes  | <input type="checkbox"/> Polk       |
| <input type="checkbox"/> Douglas    | <input type="checkbox"/> Sherman    |
| <input type="checkbox"/> Gilliam    | <input type="checkbox"/> Tillamook  |
| <input type="checkbox"/> Grant      | <input type="checkbox"/> Umatilla   |
| <input type="checkbox"/> Harney     | <input type="checkbox"/> Union      |
| <input type="checkbox"/> Hood River | <input type="checkbox"/> Wallowa    |
| <input type="checkbox"/> Jackson    | <input type="checkbox"/> Wasco      |
| <input type="checkbox"/> Jefferson  | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Josephine  | <input type="checkbox"/> Wheeler    |
| <input type="checkbox"/> Klamath    | <input type="checkbox"/> Yamhill    |

- 2. For each county marked above, your organization must provide specific details** about: 1) the current working relationship and knowledge of that county 2) current or planned partnerships to support the work proposed and 3) the work being proposed in that county, including how their specific population(s) of focus in each county will benefit from the proposed work.

If your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (300 words max)

- 3. Populations to be served.** Please select the populations to be served by your organization. Select only the specific populations you will serve **from each list below**:

HRSN Services Covered Populations: (See STCs for Population Description)

- ☐ Young Adults with Special Health Care Needs (YSCHN)
- ☐ Adults and youth discharged from an Institution for Mental Disease
- ☐ Adults and youth released from incarceration
- ☐ Youth involved with child welfare
- ☐ Individuals transitioning to Dual Status
- ☐ Individuals who are homeless or at risk of homelessness
- ☐ Individuals with a high-risk clinical need in a region experiencing extreme weather

Priority Populations:

- ☐ American Indian/Alaska Native/Indigenous communities:
- ☐ Asian communities:
- ☐ Black/African American/African communities:
- ☐ Latino/a/x communities:
- ☐ Pacific Islander communities:
- ☐ Eastern European communities:
- ☐ People with disabilities:
- ☐ LGBTQIA2S+ communities:
- ☐ Immigrant and refugee communities:
- ☐ Rural communities:
- ☐ Faith communities:
- ☐ Houseless communities:
- ☐ People with behavioral health conditions:
- ☐ Other communities not listed above (please describe):

- 4. Language access provided by your organization.** Please indicate your organization's capacity to speak and write in languages other than English. Also indicate whether the language capacity comes from a native or non-native speaker.

Language 1: \_\_\_\_\_

- ☐ Spoken fluently by native speaker(s)  
☐ Spoken fluently by nonnative speaker(s) or access to an interpretation service  
☐ Written by native speaker(s)  
☐ Written by nonnative speaker(s) or access to translation service

Language 2: \_\_\_\_\_

- ☐ Spoken fluently by native speaker(s)  
☐ Spoken fluently by nonnative speaker(s) or access to an interpretation service  
☐ Written by native speaker(s)  
☐ Written by nonnative speakers or access to translation service

Language 3: \_\_\_\_\_

- ☐ Spoken fluently by native speaker(s)  
☐ Spoken fluently by nonnative speaker(s) or access to an interpretation service  
☐ Written by native speaker(s)  
☐ Written by nonnative speakers or access to translation service

Language 4: \_\_\_\_\_

- ☐ Spoken fluently by native speaker(s)  
☐ Spoken fluently by nonnative speaker(s) or access to an interpretation service  
☐ Written by native speaker(s)  
☐ Written by nonnative speakers or access to translation service

(Optional) Other language access offered by your organization not already listed above:

## HRSN Community Capacity Building Funding Request and Justification

### Organizational Background Information

- 5. Describe how your organization will use Community Capacity Building Funding to build capacity to provide HRSN services to populations of focus. Ensure the response includes a description of how the Organization will promote health equity through the delivery of HRSN service. (250 words max)**

**6. Describe how your organization provides culturally and linguistically responsive and trauma informed services to the populations served. (250 words max)**

**7. Please check below which HRSN services initiative (Climate Support, Housing, Nutrition Supports, Outreach and Education) your organization has experience with.** For each answer marked, 1) describe below your experience providing these services and 2) describe how your organization intends to provide this service as an HRSN service provider. **Check all that apply.**

☐ A. Climate Services:

Describe your organization's experience providing climate services. Please also explain how you intend to provide climate services as an HRSN provider. (200 words max)

☐ B. Housing Supports:

Describe your organization's experience providing housing support services. Please also explain how you intend to provide housing support services as an HRSN provider. (200 words)

☐ C. Nutrition supports:

Describe your organization's experience providing housing support services. Please also explain how you intend to provide housing support services as an HRSN provider. (200 words)



☐ D. Outreach and Education:

Describe your organization's experience providing outreach and education services. Please also explain how you intend to provide outreach and education services as an HRSN provider. (200 words)

### Allowable Funding Uses<sup>3</sup>

The purpose of this section is to collect information about:

- the purpose of your funding request;
- funding need and justification; and
- how funding will be utilized.

Eligible entities may request Community Capacity Building Funding to support the development and implementation of HRSN services across four categories:

- 1) Technology
- 2) Development of Business or Operational Practices
- 3) Workforce Development and
- 4) Outreach, Education and Partner Convening

**8. Check the box for each category** in which you are seeking funding. You must also provide a short description of 1) why funding is needed and 2) how it will be used to build capacity to participate in the HRSN program 3) your organizations experience in this category. Check all that apply.

☐ **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

<sup>3</sup> Please note that the Infrastructure Protocol which outlines the allowable funding uses is pending CMS approval. Once approved, the final CMS approved Infrastructure Protocol will be updated and available on the OHA Waiver webpage.

***If seeking funding for Technology***, please describe the following: 1) why funding is needed 2) how it will be used to build capacity to participate in the HRSN program and 3) your organizations experience in this category. (250 words max)

**☐ 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

***If seeking funding for Development of Operational or Business Practices***, please describe the following: 1) why funding is needed and 2) how it will be used to build capacity to participate in the HRSN program 3) Organizations experience in this category. (250 words max)

**☐ 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

***If seeking funding for Workforce Development***, please describe the following: 1) why funding is needed and 2) how it will be used to build capacity to participate in the HRSN program 3) Organizations experience in this category. (250 words max)

☐ **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.

***If seeking funding for Outreach, Education and Partner Convening***, please describe the following: 1) why funding is needed and 2) how it will be used to build capacity to participate in the HRSN program 3) Organizations experience in this category. (250 words max)

**9. Has your organization applied to or been awarded funds from other CCOs for the Community Capacity Building Funding?** If yes, please provide detail as to which CCOs and for what activities (200 words max).

☐ Yes    ☐ No

### Attestations and Certification

As an authorized representative of the Organization, the Organization attests as follows and agrees to the following conditions:

1. The funding received through the HRSN Community Capacity Building Funding initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN Community Capacity Building Funding initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN Community Capacity Building Funding in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN Community Capacity Building Funding in instances of underperformance and/or fraud, waste and abuse.
5. The Organization will alert the CCO if circumstances prevent it from carrying out activities described in the program application. In such cases, the Organization may be required to return unused funds contingent upon the circumstances.
6. As the authorized representative of the Organization, I attest that all information provided in this application is true and accurate to the best of my knowledge.

**Signature** \_\_\_\_\_

**Name and Title** \_\_\_\_\_

**Date** \_\_\_\_\_

## Appendix C

### Community Capacity Building Funding Budget Template

Instructions		
<b>Purpose of This File</b>	<p>The state has been authorized to spend up to \$119 million on Community Capacity Building Funding investments necessary to support the development and implementation of the Health-Related Social Needs (HRSN) program. Organizations who wish to receive HRSN Community Capacity Building Funding must submit this funding request and an application to the Coordinated Care Organization (CCO) operating in their service area indicating how they intent to use this funding.</p> <ul style="list-style-type: none"> <li>- To submit your budget request, you must complete Tab 3 (Budget Request)</li> <li>- Once that tab has been completed, certify the documents by typing the name of the person submitting the budget application and date</li> </ul>	
<b>Tab</b>	<b>Instructions</b>	<b>Tab Completion Checklist</b>
<b>Instructions (this tab)</b>	This budget request outlines the expenses CBOs expect to incur to build capacity to participate in the HRSN program. Budget requests and applications are due to [insert CCO] by [insert date].	On the tab "Budget Request" complete all the boxes in <b>yellow</b> .
<b>Budget Request</b>	<p>To begin, please complete the following at the top of this budget request:</p> <ul style="list-style-type: none"> <li>• Your organization's name in [insert cell].</li> <li>• Name of the person to contact about the Community Capacity Building Funds application in [insert cell]</li> <li>• Email and phone number for the contact above in [insert cell].</li> <li>• The date the report is sent to [insert CCO] in [insert cell].</li> </ul>	1. Ensure that you have completed all pieces of information listed at the top of the form in yellow
<b>Section A</b>	<p><b>Section A:</b></p> <ul style="list-style-type: none"> <li>• This section contains the funding amount requested based on the appropriate four domain areas: (i) Technology; (ii) Development of business or operational practices; (iii) Workforce development; and (iv) outreach, education and stakeholder convening.</li> </ul>	<p>1. In Column C describe the proposed use of the requested funds. Ensure that you have listed only allowable uses of the fund as defined on Tab "CCBF Allowable Uses"</p> <p>2. In Column D list out the total amount of funds that coincide with the same line in Column C. You may add more lines under a category if needed.</p>
<b>Section B</b>	<p><b>Section B:</b></p> <ul style="list-style-type: none"> <li>• This section certifies the accuracy of the amounts requested above.</li> </ul>	1. Ensure the report has the name and title of the person who prepared the budget [insert cell] and date [insert cell].

<b>Allowable Uses of the Community Capacity Building Funds</b>	
<b>Allowable uses for Community Capacity Building Funds are in 4 categories:</b>	
1. Technology	
2. Development of Business or Operational Practices	
3. Workforce development and;	
4. Outreach, education and convening	
<b>Technology</b>	
<ul style="list-style-type: none"> <li>o Procuring IT infrastructure/data platforms needed to enable, for example: <ul style="list-style-type: none"> <li>o Authorization of HRSN services</li> <li>o Referral to HRSN services</li> <li>o HRSN service delivery</li> <li>o HRSN service billing</li> <li>o HRSN program oversight, monitoring and reporting</li> </ul> </li> <li>o Modifying existing systems to support HRSN</li> <li>o Development of an HRSN eligibility and services screening tool</li> <li>o Integration of data platforms/systems/tools</li> <li>o Onboarding to new, modified or existing systems (e.g., community information exchange)</li> <li>o Training for use of new, modified or existing systems (e.g., community information exchange)</li> </ul>	
<b>Development of business or operational practices</b>	
<ul style="list-style-type: none"> <li>o Development of policies/procedures related to: <ul style="list-style-type: none"> <li>o HRSN referral and service delivery workflows</li> <li>o Billing/invoicing</li> <li>o Data sharing/reporting</li> <li>o Program oversight/monitoring</li> <li>o Evaluation</li> <li>o Privacy and confidentiality</li> </ul> </li> <li>o Training/technical assistance on HRSN program and roles/responsibilities</li> <li>o 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)</li> <li>o Planning needs for the implementation of HRSN program</li> <li>o Procurement of administrative supports to assist implementation of HRSN program</li> </ul>	
<b>Workforce development</b>	
<ul style="list-style-type: none"> <li>o Cost of recruiting, hiring and training new staff</li> <li>o Salary and fringe for staff that will have a direct role in overseeing, designing, implementing and executing HRSN responsibilities, time limited to a period of 18 months. Organizations may not access this funding for the same individual more than once.</li> <li>o 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)</li> <li>o Privacy/confidentiality training/technical assistance related to HRSN service delivery</li> <li>o Production costs for training materials and/or experts as it pertains to the HRSN program</li> </ul>	
<b>Outreach, education and convening</b>	
<ul style="list-style-type: none"> <li>o Production of materials necessary for promoting, outreach, training and/or education</li> <li>o Translation of materials</li> <li>o Planning for and facilitation of community-based outreach events to support awareness of HRSN services</li> <li>o Planning for and facilitation of learning collaboratives or stakeholder convenings</li> <li>o Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)</li> <li>o Administrative or overhead costs associated with outreach, education or convening.</li> </ul>	

	<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</b>	<b>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</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>

**Appendix D**  
**Community Capacity Building Funding Scoring Rubric**

<b>Application questions</b>	<b>No answer:</b>	<b>Does not meet needs:</b>	<b>Meet Needs:</b>	<b>Exceeds:</b>
<b>Applicant Organization Information</b>		<ul style="list-style-type: none"> <li>-Incomplete information</li> <li>-Application received after the funding window</li> </ul>	<ul style="list-style-type: none"> <li>-All requested information is completed</li> <li>-Application received during the application window</li> </ul> <p><b>MUST MEET</b></p>	
<b>Eligibility Criteria- Attestation</b>		<ul style="list-style-type: none"> <li>-Organization does not contest to all criteria</li> </ul>	<ul style="list-style-type: none"> <li>-Organization attests to all criteria:</li> <li>-Organization must have the ability to provide HRSN services to qualifying individuals</li> <li>-Financial stability of the organization can be confirmed either independently or through the use of a fiscal sponsor, as determined by the CCO</li> <li>-States intent to contract with the CCO or Fee for Service Administrator to provide at least one HRSN service in a timely manner or provide HRSN services in the fee for service delivery system.</li> </ul> <p><b>MUST MEET</b></p>	
<b>Eligibility Criteria- Organization Type</b>		<ul style="list-style-type: none"> <li>-Organization is not one of the organization types listed</li> <li>-Organization not eligible to apply of listed on one of the following lists: U.S. Department of the Treasury's Office of Foreign Assets; Control (OFAC) Sanction Lists; Social Security Administration Death Master File (SSADMF); System of Award Management (SAM); U.S. Department of Health and Human Services, Office of Inspector General's (HHS-OIG) List of Excluded Individuals and Entities (LEIE); and Oregon's Medicaid Exclusion List</li> </ul>	<ul style="list-style-type: none"> <li>-Organization checks one of the organization types and is not listed on one of the exclusion lists listed.</li> </ul> <p><b>MUST MEET</b></p>	



Application questions	No answer:	Does not meet needs:	Meet Needs:	Exceeds:
<b>Who will be served:</b> <b>1. Counties</b>		-Organization does not serve any counties/regions in Oregon	-Organization serves at least 1 county in Oregon <b>MUST MEET</b>	-
<b>Who will be served:</b> <b>2. Current relationship and knowledge of county(s), partnerships, work proposed for each county</b>		-No clear connections to the county listed or -No partnerships within the county -Work proposed not relevant to the county/region	-Organization serves individuals in the county but may not have a location in the county but clearly demonstrates how work will impact the county listed -- Organization states need for funding	-Demonstrates established relationships and connections to the county/ region in the service area -Demonstrates a high level of understanding of the region where the work is being proposed -Makes a strong case for needed funding and a connection to support the delivery or increase capacity in at least one county
<b>Who will be served:</b> <b>3. Population types</b>		-Organization does not serve priority populations	-Organization serves one of the priority populations	-Organization serves at least one of the HRSN covered populations and at least one of the priority populations
<b>Who will be served:</b> <b>4. Language access</b>		-Does not list language access	-Language access is provided	- Language access is provided by the organization and -Spoken fluently by native speaker(s) -Written by native speaker(s)
<b>Organizational Background Information:</b> <b>5. How funds will build capacity and provide equity through the delivery of service</b>		-Does not clearly explain how the funds will be used to build capacity -Answer does not address the promotion of equity across populations served	-Explanation of how the funds will be used to support delivery of or increase capacity for HRSN services is clear. -Explanation includes details on how the organization intends to promote health equity through the use of the funding	-Response includes clear planning and makes a strong case for funds needed to support the delivery of or increase capacity for HRSN services. -Planning includes partnerships that elevate the voices of those served -Demonstrates a clear connection between the funding requested and improving health equity. -Supports health equity principles and values
<b>Organizational Background Information:</b> <b>6. Culturally and linguistically responsive and trauma informed services</b>			- Has clear ideas on how the organization can contribute in culturally and linguistically responsive ways. -Shows understanding of the populations being served and demonstrates the understanding of a trauma informed approach.	-Demonstrates experience developing partnerships or programs that use culturally and linguistically specific strategies -Demonstrates experience and knowledge of using a trauma informed approach
<b>Organizational Background Information:</b>		-Does not clearly explain the organizations experience providing the services marked or does not have a clear explanation of how	-Answer includes at least one of the HRSN services	-Organization demonstrates clear planning or experience providing HRSN services.

Application questions	No answer:	Does not meet needs:	Meet Needs:	Exceeds:
<b>7. Experience with HRSN (Climate support, Housing, Nutrition, Outreach and Education)</b>		they intend to provide one of the HRSN services	-Demonstrates experience providing one of the HRSN services OR an intent to develop capacity to offer on or more HRSN services -How HRSN services will be delivered is clear	-Organizations response clearly demonstrates an impact on the capacity of the HRSN network for the population described. -The organization clearly describes a gap in HRSN service capacity that will be addressed with the funding requested.
<b>8. Allowable Funding Uses of Community Capacity Building Funds</b>		-An allowable use is not checked OR -Does not make a strong case for why funding is needed and how it will be used to build capacity -Organization does not have enough experience in this category to clearly identify a need.	-At least one allowable use is checked -For each allowable use checked there is a clear explanation of why funding is needed and how it will build capacity -The organization has enough experience to identify a need in each category requested	-At least one allowable use is checked and the description makes a strong case for why this is a need and how it will be used for participation in the HRSN service program -Makes a strong case that the funding needed will address a gap and build capacity -Organization has experience in this category and clearly defines how that experience shows a need for funding
<b>9. Awarded or requested CCBF to other CCOs</b>		-Award or request to another CCO is duplicative as application being reviewed	-Award or request to another CCO is for not duplicative to the application being reviewed. -Additional award or request is appropriate for work being proposed and compliments but not duplicates current application	
<b>Attestation and Certification</b>		-Either Signature, Name, Title or date is missing	-Signature, Name and Title and date of the attestation is complete <b>MUST MEET</b>	
<b>Budget</b>		-Budget is incomplete or inaccurate -Funds requested do fall into one of the allowable use categories	-Budget is clear and allowable uses match expected funding amounts -Budget requests can be adjusted based on CCO available funds -Requested funds clearly fall within one of the allowable use categories	

**EXHIBIT A**  
**Part 2**  
**Disbursement and Financial Reporting**

**1. Disbursement of Grant Funds.**

During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

**a. Recipient Invoicing**

- (a)** The first year funding limit is **\$\$3,865,670.00**, CCO shall be notified by OHA of its annual Community Capacity Building Grant funding limit at least 60 days prior to the launch of subsequent application windows, by amendment to this Agreement.
- (b)** The Recipient must invoice OHA for the amount of Community Capacity Building Funding necessary to fund approved applications, up to the annual limit.
- (c)** The Recipient must disburse approved funding amounts to awardees by the funding disbursement date for each application window (i.e., July 1, 2024 for application window one).
- (d)** If an Awardee does not spend all Community Capacity Building Funding during the specified time period, the Recipient shall be permitted to allow awardees to rollover unspent funding to other allowable uses, or rebate to the Recipient at their discretion.

**2. Use and Recovery of Grant Funds.**

The Recipient shall return any unspent or recouped Community Capacity Building Funding to OHA at the end of the contract term.

**EXHIBIT A**  
**Part 3**  
**Special Provisions**

**HIPAA Compliance.** The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Recipient shall be liable to OHA and shall indemnify OHA for any and all costs incurred by OHA, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law, as a result of Recipient's "Breach of Unsecured Protected Health Information."

- a. Consultation and Testing.** If Recipient reasonably believes that the Recipients or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall 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, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties; Conflict of Interest.**
  - a. Recipient 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 Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates 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 Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.
4. **Grant Funds; Disbursements.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

**5. Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

**6. Ownership of Work Product.** Reserved.

**7. Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, 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 RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**8. Default; Remedies; Termination.**

**a. Default by Recipient.** Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA’s notice or such longer period as OHA may specify in such notice; or
- (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient’s performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA’s notice, or such longer period as OHA may specify in such notice.

**b. OHA’s Remedies for Recipient’s Default.** In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 8.e.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. Termination.
  - (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
    - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
    - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
    - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
  - (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.
  - (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
  - (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
  - (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the

possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.

9. **Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.
10. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.
11. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
  - a. Six years following final disbursement and termination of this Agreement;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), 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 Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "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.
13. **Assignment of Agreement, Successors in Interest.**
  - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
13. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
14. **Subgrant.** Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to



Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement.

- 15. No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- 16. Severability.** The parties agree that 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 17. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
500 Summer Street NE, E-03  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

- 18. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 19. Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 20. Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

## **EXHIBIT C**

### **Insurance Requirements**

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

#### **PROFESSIONAL LIABILITY:**

☒ **Required**   ☐ **Not required**

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient’s activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient’s completion and Agency’s acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Recipient or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## EXHIBIT D

### 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, Recipient 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 Recipient, 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.** Recipient 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, Recipient 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 Recipient 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 Recipient 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. Recipient 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.** Recipient 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 Recipient certifies, to the best of the Recipient's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Recipient 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 subrecipients and 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 Recipient 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 Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, 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 Recipient 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.** Recipient 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.** Recipient 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 Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient 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 Recipient expends less than \$750,000 in a fiscal year, Recipient 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.** Recipient 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.** Recipient 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.** Recipient 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. Recipient shall acknowledge Recipient’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, Recipient 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.** Recipient 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 Recipient 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 Recipient, and any wholly owned supplier or between the Recipient 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, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient 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.** Recipient 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 Recipient 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 Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

**15. Federal Whistleblower Protection.** Recipient 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.