

Contract Review Sheet

Grant AgreementHE-6884-25

Title: Subgrant Agreement - Community Capacity Building Funds 2025

Contractor's Name: PacificSource Community Solutions

Department: Health and Human ServicesContact: Lyndsie Schwarz

Analyst: Chalyce MacDonaldPhone #: (503) 584-4898

Term - Date From: July 31, 2025Expires: December 31, 2028

Original Contract Amount: \$451,693.23Previous Amendments Amount: \$-

Current Amendment: \$-New Contract Total: \$451,693.23Amd%0%

Incoming FundsFederal FundsReinstatementRetroactiveAmendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

Oregon Health Plan (OHP) supplies coordinated care organizations (CCOs) with Community Capacity Building Funds (CCBF). PacificSource Community Solutions, Marion County's CCO is distributing Health-Related Social Needs (HRSN) CCBF to support organizations and their ability to provide HRSN benefits to OHP members. The funding supports investments to 1) Create robust, equitable networks of HRSN providers across the state. 2) Build the necessary capabilities and capacity of community partner organizations to participate in the Medicaid delivery system. HRSN benefits include climate, housing, and nutrition benefits as well as outreach and engagement supports.

Desired BOC Session Date: 12/3/2025Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date: 11/6/2025Printed packets due in Finance: 11/18/2025

Management Update: 11/4/2025BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s)Naomi Hudkins, Christi BertschiCode: Y

REQUIRED APPROVALS

DocuSigned by:Chalyce MacDonald10/24/2025

Finance - ContractsDate

Signed by:Scott Norris10/31/2025

Legal CounselDate

DocuSigned by:Lyndsie Schwarz11/3/2025

Contract SpecialistDate

DocuSigned by:Jan Fritz10/31/2025

Chief Administrative OfficerDate



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025Department: Health & Human ServicesTitle: PacificSource Subgrant Agreement Community Capacity Building Funds (CCBF) (HE-6884-25)Management Update/Work Session Date: 11/04/2025 Audio/Visual aids ☐Time Required: 10 minutes Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action:

Approval to enter into a subgrant agreement with PacificSource based on the award of our Health Related Social Needs (HRSN) Community Capacity Building Funds (CCBF) grant application.

Issue, Description & Background:

As part of the 2022–2027 Medicaid 1115 Demonstration Waiver, the Oregon Health Authority (OHA) allocated \$5,581,652 to Coordinated Care Organizations in Marion and Polk counties for the second round of Health-Related Social Needs (HRSN) Community Capacity Building Funding. Marion County Health and Human Services (MCHHS) is awarded \$451,690.23. These funds will support continued service expansion, including the addition of 0.25 FTE for a Registered Dietitian Nutritionist to enhance nutrition services, as well as increased outreach and community support efforts. This will also support MCHHS's role in bringing community HRSN providers together to foster collaborative relationships and strengthen coordination with PacificSource.

Financial Impacts:

Incoming grant funds of \$451,693.23 will expand MCHHS's ability to deliver HRSN services, add nutrition support, sustain essential staffing, and enhance community coordination.

Impacts to Department & External Agencies:

N/A

List of attachments:

HE-6884-25 PacificSource Community Solutions

Presenter:

Naomi Hudkins, Christi Bertschi

Department Head Signature:

DocuSigned by:

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REQUEST FOR AUTHORIZATION OF CONTRACT HE-6884-25

Date: October 16, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

Marion County Health and Human Services (MCHHS) 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 Subgrant Agreement - Community Capacity Building Funds 2025 with a value of \$451,693.23 and will be effective retroactive to 7/31/2025 upon approval.

A. BACKGROUND

On May 30, 2025, MCHHS submitted a grant application to PacificSource Community Solutions for Health-Related Social Needs (HRSN) Community Capacity Building Funds (CCBF), and on October 15, 2025, MCHHS received an award letter and associated Subgrant Agreement – CCBF from PacificSource Community Solutions.

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:

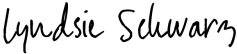
The award letter and Subgrant Agreement were received October 15, 2025 after the subgrant agreement start date of July 31, 2025.

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 out of MCHHS control as the award letter was received October 15, 2025 by PacificSource Community Solutions after the Subgrant Agreement start date, July 31, 2025.

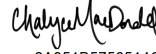
---Signatures on following page---

Submitted by:

DocuSigned by:

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Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:

2A951B5756514CF

Contracts & Procurement

Acknowledged by:

DocuSigned by:

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Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC

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 July 31, 2025.

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 which are agreed upon by Subgrantee and PCS and funded in Community Capacity Building Funding (“CCBF”) Application Budget (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 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 federal, state or local sources and has not supplanted funding from other federal, state or local sources. Additionally, Subgrantee will provide a final summary report to PCS at the conclusion of the Grant period.

Subgrantee shall submit reports to: HRSNServiceProviderRequests@pacificsource.com

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed four hundred fifty-one thousand six hundred ninety-three and 23 /100 Dollars (\$451693.23), with all funds being dispersed to Subgrantee by 12/15, 2025. 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, including, but not limited to, PCS’s obligations to

evaluate Subgrantee, serve as fiscal administrator, provide oversight and reporting, and ensure program integrity.

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, and sole discretion, 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, C and D, with Subgrantee taking the place of the "Recipient" for purposes of Exhibits B, C and D.

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

PACIFICSOURCE COMMUNITY SOLUTIONS

SUBGRANTEE

By: _____
[signature]

See County Signature Page

By: _____
[signature]

[printed name]

Ryan Matthews

[printed name]

Title: _____

Title: Department Director or Designee

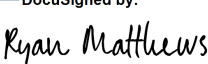
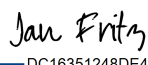
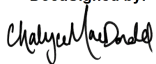
Address: PO Box 7469
Bend, OR 97701

Address: 3160 Center St. NE

Salem, OR 97301

**SIGNATURE PAGE FOR
SUBGRANT AGREEMENT - COMMUNITY CAPACITY BUILDING FUNDS 2025 -
HE-6884-25
between
MARION COUNTY and PACIFICSOURCE COMMUNITY SOLUTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	DocuSigned by:  7D28A787656E458	10/24/2025
	Department Director or designee	Date
Authorized Signature:	DocuSigned by:  DC16351248DE4EC	10/31/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	Signed by:  60C98A6F708240B	10/31/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by:  2A951B5756514CF	10/24/2025
	Marion County Contracts & Procurement	Date

PACIFICSOURCE COMMUNITY SOLUTIONS SIGNATURE

Authorized Signature:	See Grant Agreement Signature	
		Date
Title:		

EXHIBIT A

Subgrantee's Health Related Social Needs Community Capacity Building Funding Application

Marion County Health & Human Services

2025 Community Capacity Building Funding Application

Marion County Health & Human Services

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

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

Ms. Christina Bertschi

3180 Center Street NE, Suite 2274
Salem, OR 97301

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

Application Form

Background Information - 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), is important to our health.

Oregon Health Plan (OHP) members who qualify (as defined by CMS) have a new set of benefits available to them. HRSN benefits include:

- Climate benefits
- Housing benefits
- Nutrition benefits
- Outreach and engagement supports

HRSN benefit providers--including, community-based organizations, social service agencies, and others--play an important role in delivering benefits to qualifying members and may be eligible for Community Capacity Building Funding (CCBF).

1 To qualify, OHP members must be in at least one of the following life transitions (additional criteria also applies for each type of HRSN service): 1) Released from incarceration in the past 12 months; 2) Discharged from a qualifying behavioral health facility in the past 12 months; 3) Current or past involvement in the Oregon child welfare system 4) Transitioning from Medicaid-only to dual eligibility (Medicaid and Medicare) status within the next three months or has transitioned in the past nine months; 5) Homeless or at risk of becoming homeless; 6) a Young Adult with Special Healthcare Needs

Instructions

To receive funding, organizations must complete and sign this application form in its entirety by May 30, 2025. For this form to be considered complete:

- All components must be filled out
- A budget request must be attached
- The application must be signed by the authorized representative from the entity applying for funding

Please see pages 25-34 of OHA's version of the CCBF grant for additional information.

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

Applicant Organization Information

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

Legal Name of Applicant Organization (this should be the name used for your tax ID)*

Marion County Health & Human Services

Organization Name (if differs from legal name)

Point of Contact Name*

Christina Bertschi

Point of Contact Title*

Human Services Program Manager

Point of Contact Telephone Number*

(503) 576-4608

Point of Contact Email Address*

cbertschi@co.marion.or.us

Mailing Address: Street Address*

3180 Center Street NE, Suite 2274

Mailing Address: City*

Salem

Mailing Address: State*

Oregon

Mailing Address: Zip Code*

97301

Eligibility Criteria

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

1 a. 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

1 b. Please attest to the following:*

The organization intends to contract with one or more CCOs or with the Oregon Card/fee-for-service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN benefit or to support the delivery of HRSN services by acting as a 'convener' or 'hub' role.

Yes

1 b. Please attest to the following:*

The organization demonstrates a history of responsible financial administration. This can be shown through any of the following:

- Recent annual financial reports.
- Externally conducted audit.
- Experience receiving other federal funding or other similar documentation.

Yes

2. 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

Organizations that will support the development of the HRSN network, including:

Organizations who will be convening current and potential HRSN partners

Applicant Organization Background 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 how you intend to use that experience or grow that experience to provide HRSN benefits to eligible members

3. Counties served.*

Please select the box/es of counties where your organization will provide HRSN benefits (select more than one, as needed):

Marion

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

1. the current and planned working relationship and knowledge of that county (including any cross-county work);
2. current and planned partnerships to support HRSN benefit provision (including with CCOs);
3. if your organization plans to differ the type of benefits offered in different counties, please describe that here; and
4. if your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (400 words/ 2600 character max)

MCHHS provides comprehensive support to individuals and families through five four key divisions: Addiction and Treatment Services, Behavioral Health Services, Human Services, and Public Health. Our organization maintains numerous contracts and Memoranda of Understanding (MOUs) with community partners, creating a strong foundation upon which our housing programs and services are built.

MCHHS actively participates in the Mid-Willamette Valley Homeless Alliance through representation on its committees, ensuring alignment with regional strategies. We also maintain a site agreement to provide Coordinated Entry (CE) assessments for individuals engaged in our services who are in need of emergency shelter or other housing-related resources that require CE assessment for access. MCHHS Housing Program holds MOUs with both the Marion County and Salem Housing Authorities, ensuring sustained financial

support for individuals with high needs as they transition to self-sufficiency. Additionally, we maintain contracts with the Oregon Department of Human Services to provide housing navigation services for families involved in Child Welfare and Self-Sufficiency programs.

Our Housing Programs serve individuals and families across the lifespan, collaborating with organizations such as Aging and Disability Services and Punx in the Park to meet diverse community needs. We maintain a strong presence in rural areas of Marion County, focusing on populations that may experience increased difficulty accessing services due to geographic or systemic barriers.

We sustain a longstanding and ongoing partnership with Polk County Health and Human Services, rooted in our geographic proximity and shared commitment to regional collaboration. Looking ahead, we plan to serve as co-conveners to support service providers across both Marion and Polk counties. As local government entities, Marion and Polk County Health and Human Services are recognized as trusted leaders in the community, uniquely positioned to coordinate and align resources, foster cross-sector collaboration, and drive strategic initiatives that enhance service delivery across the region.

5. Populations served*

This section will ask that you rank the population(s) (within each list) to which your organization will provide HRSN benefit/s. Please only rank the populations that you plan to serve. If you do not plan to serve a population, you may leave it blank.

List A: HRSN Eligible Populations: (See approved HRSN Services Protocol): For List A below: Please mark off which HRSN eligible population(s) you plan to serve. If there is a population listed that your organization will likely not serve, please leave that blank.

Link: Young Adults with Special Health Care Needs (YSCHN)

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

List B: Populations served*

For List B below, starting with the population group **you plan to serve the most** (write # 1 in the box) please rank in order of who you expect to serve the most. You may rank up to 3. If there is a population listed that your organization will likely not serve, please leave that blank.

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) (100 words/ 500 character max):

Families involved with Child Welfare and Self Sufficiency Programs.

6. Primarily served population

Please indicate if there is one HRSN Covered Population and/or other population that you primarily serve.

We primarily serve those experiencing complex behavioral health challenges, including substance use disorders and the effects of traumatic life events. We also prioritize services for individuals with intellectual and/or developmental disabilities.

Providing Culturally and Linguistically Responsive and Trauma Informed Services

The purpose of this section is to understand your organization's background and experience in providing culturally and linguistically responsive services and how you will use that experience or grow capacity when providing HRSN benefits.

7. 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 (continued):

Services provided in this language by a staff native speaker
Interpretation/translation services provided by a third party.

Language 2:

Russian

Language 2 (continued):

Interpretation/translation services provided by a third party.

Language 3:

Vietnamese

Language 3 (continued):

Interpretation/translation services provided by a third party.

Language 4:

American Sign Language

Language 4 (continued):

Interpretation/translation services provided by a third party.

Other language access

(Optional) Other language access offered by your organization not already listed above (50 words/ 325 character max):

MCHHS currently holds seven contracts with agencies that provide language translation and interpretation services in person, by phone, and via video conferencing. Additional languages offered include Burmese, Chuukese, Marshallese, Punjabi, and others upon request.

Culturally and linguistically responsive services:

Culturally and linguistically responsive services are designed specifically for a distinct minoritized cultural community, developed based on the languages used and cultural values of the distinct minoritized cultural community and designed to elevate their voices and experiences. Culturally and linguistically responsive services have the aim of enhancing emotional safety, belonging, and a shared collective cultural experience for healing and recovery among the distinct cultural community served.

A minoritized cultural community is a community that has experienced historical and contemporary discrimination and oppression primarily on the basis of race, ethnicity, gender identity, sexual and affectional orientation, ability status, and/or migration history.

8. Culturally and linguistically responsive services*

Describe how your organization currently provides culturally and linguistically responsive services to the populations it serves. If your organization does not currently provide culturally and linguistically responsive

services or you plan to increase your capabilities using CCBF, please describe here. (400 words/ 2600 character max)

According to the U.S. Census Bureau's QuickFacts, Marion County, Oregon, had an estimated population of 352,867 in 2024. Of this population, 29.3% identified as Hispanic or Latino, 2.9% as American Indian or Alaska Native, 2.8% as Asian, and 1.7% as Black. Additionally, 20.5% of residents spoke Spanish, 2.2% spoke other Indo-European languages, and 2.1% spoke Asian or Pacific Islander languages at home. Furthermore, 15.7% of the population reported a disability, including hearing impairments (4.0%), cognitive challenges (7.8%), and mobility limitations (7.2%).

In response to these realities, MCHHS has adopted clear policies and practices to ensure that its services are accessible and respectful of the county's diverse population. Our internal Client Services and Records policy and Cultural Competency framework ensure that we meet state and federal guidelines for access and service delivery. These standards include using professional interpretation services, hiring bilingual staff when possible, and translating essential materials into commonly spoken languages.

MCHHS currently contracts with seven language service providers, including Passport to Languages, Linguava Interpreters, and CTS. These agencies offer in-person, phone, and video translation services covering Spanish, Chinese, Chuukese, and additional languages upon request. These resources ensure we can serve clients in their preferred language and provide equal access to vital services.

Our staff receive regular training on respectful communication, service consistency, and understanding client needs in a practical and professional manner. This helps ensure that staff can work effectively with clients from a wide range of backgrounds, including individuals with Limited English Proficiency or those with hearing or vision impairments.

The Housing Programs is currently recruiting a bilingual Housing Navigation Specialist to assist with direct client services. Additionally, the Public Health Division plans to use CCBF funding to support a 0.5 FTE bilingual Registered Dietitian Nutritionist (RDN) who will offer nutrition education and assessments. All written outreach and service materials will be translated into appropriate languages, and efforts will be made to ensure that information is understandable regardless of literacy level.

As the HRSN services expand, MCHHS will remain focused on providing services that are practical, professional, and accessible to the residents of Marion County.

9. Trauma informed services:*

Describe how your organization provides trauma informed services to the populations it serves currently. Please include how staff receive trauma informed training. If your organization does not currently provide trauma informed services or you plan to utilize CCBF to increase your efforts in this area, please describe here. (300 words/ 950 character max).

MCHHS-Housing Programs serves as a key resource for vulnerable populations in Marion County. We collaborate with partners to reduce barriers and offer streamlined access to mental health, housing, and essential services. Frontline staff and Peer Support Partners ensure that individuals feel heard, validated, and connected to appropriate support. Through our partnership with the Mid-Willamette Valley Homeless Alliance, we offer on-site coordinated entry assessments to reduce re-traumatization by limiting the need to repeatedly share personal histories. Peer Support Partners, with lived experience, play a crucial role in normalizing adversity and empowering individuals with hope and recovery skills. Alongside Qualified Mental Health Associates and Professionals, our teams are equipped to meet behavioral health needs while fostering a trauma-informed workplace.

Strategies for Providing HRSN Benefits

Background for applicants:

- Learn about becoming an HRSN Service Provider:
 - Review the information on the webpage Health-Related Social Needs Information for Providers
 - HRSN Service Descriptions (descriptions of specific services that can be offered through HRSN) and Fee Schedules (payment rates for benefits offered through HRSN):
 - ♣ HRSN Service Descriptions:
 - ♣ Climate supports: Table 3 (page 8)
 - ♣ Housing supports: Table 4 (page 10)
 - ♣ Nutrition supports: Table 6 (page 29)
 - ♣ Outreach & engagement: Table 8 (page 37)
 - ♣ HRSN Fee Schedules:
 - ♣ Find updated HRSN Fee Schedules towards the bottom of the Health-Related Social Needs Information for Providers webpage.
- Learn about CCBF priorities of the CCO/s operating in the service area/s in which you want to provide HRSN benefits.
 - Go to the CCBF CCO Contact webpage:
 - Find the website and contact information for the CCO/s in the service areas of your organization
 - Review the CCBF webpage of the CCO and review their priorities for 2025
 - Contact the CCO/s CCBF if you have questions
- Determine what HRSN benefits your organization intends to provide and what it will need to be able to do so. Organizations can provide one or more HRSN benefits to eligible OHP members.
- Learn about the allowable (and not allowable) uses for the CCBF (see page 2 of the Background Application Information)

Strategy and Approach to Building Capacity to Provide HRSN benefits

The purpose of this section is to understand your organization's plan to provide one or more of the HRSN benefits to eligible OHP members.

10. Which HRSN benefit(s) does your organization provide or intend to provide?*

(if more than 1, check all that apply)

*Network Manager- or 'Hub': support, for example, HRSN contracting, implementation, invoicing and service delivery

Housing benefits

Nutrition benefits

Outreach and Engagement supports

Our organization will be serving as a convener of HRSN service providers

11. Describe your organization's work related to each benefit you plan to support:

On questions 11a-f, for each answer marked in Question 10, use the spaces below to describe:

- a. your experience providing the services you plan to provide through HRSN (e.g., housing, nutrition, climate supports, outreach and engagement services and/or as a convener or hub organization)
- b. how your organization intends to provide these benefits as an HRSN provider, including the specific services under each benefit type that you plan to provide (see HRSN service descriptions also linked above)
- c. how you will utilize CCBF to develop your organization's capacity in relation to the allowable use categories listed on pages 28-31 of OHA's CCBF Grant Application.

Only provide a response for the benefit(s) you intend to provide

11a. Climate Benefits

If your organization will be providing climate benefits (include specific climate devices): (500 words/ 3,250 character max)

Not Applicable

11b. Housing Benefits

If your organization will be providing housing benefits (include specific housing supports e.g., rent and utility costs, tenancy service, etc.): (500 words/ 3,250 character max)

MCHHS Housing Programs launched the Rental Assistance Program (RAP) in 2014 with support from the OHA. This pilot initiative provided long-term rental subsidies, life skills training, and housing stability services for individuals with Serious and Persistent Mental Illness (SPMI) who were homeless, at risk of homelessness, or transitioning from institutional care.

In 2018, the program expanded to include individuals with co-occurring behavioral health conditions. MCHHS also introduced the Youth Rental Assistance Program (YRAP) for ages 17–25 and the Family Rental Assistance Program (FRAP). In addition, the Housing Programs offer navigation services through the Oregon Department of Human Services for families involved in Child Welfare or enrolled in TANF/self-sufficiency programs. Core supports include tenant education, housing readiness, background checks, transportation assistance, and Housing Choice Vouchers in collaboration with local housing authorities. The Housing Programs began delivering HRSN housing benefits in December 2024.

As an HRSN provider, the Housing Programs will offer rent and utility payment support (past due and forward-looking), storage fee assistance, home modifications, remediation for unsafe conditions, short-term lodging (e.g., hotel/motel), and tenancy services. These supports are intended for individuals who are at risk of homelessness and who face clinical challenges such as mental illness, substance use disorders, or intellectual/developmental disabilities.

With 2025 HRSN CCBF funding, the Housing Programs will expand staffing to manage growing demand and strengthen infrastructure. Requested positions include a Housing Navigation Specialist (1.0 FTE), Office Specialist 3 (1.0 FTE), Program Coordinator 2 (0.75 FTE), and Program Coordinator 1 (0.5 FTE). The Housing Navigation Specialist will assist participants by conducting housing pre-screenings, reviewing documentation, coordinating with fiscal agents, and developing Housing Support Plans. Regular check-ins will ensure ongoing support and goal tracking.

The Office Specialist 3 will enter HRSN referrals, submit rent and utility invoices through a third-party portal, track expenses, and assist with reporting—freeing direct service staff to focus on client engagement. The coordinator roles will support program operations, assist with partner outreach and convening, conduct internal audits, develop training materials, and help maintain compliance with grant requirements.

MCHHS will continue to work closely with community partners, housing authorities, and state agencies to coordinate care and expand access to safe, stable housing. The proposed expansion will help ensure that those with the greatest needs can access and maintain housing with the support of well-trained staff and clearly defined processes.

11c. Nutrition Benefits

If your organization will be providing nutrition benefits (include specific nutrition supports e.g., medically tailored meals, nutrition education, etc.): (500 words/ 3,250 character max)

MCHHS employs two full-time equivalent (FTE) Board Certified Registered Nutritionists (RDNs) who provide comprehensive nutrition support for the Women, Infants, and Children (WIC) program. The RDNs are highly qualified, meeting all certification requirements, which include a bachelor's degree, a supervised practicum, a national exam, and ongoing continuing education to stay up to date with best practices in the nutrition field. Services are provided in a variety of formats to accommodate client's preferences and circumstances, including individual or group sessions conducted in-person, by phone, or through video. The RDNs conduct health and diet assessments, provide personalized nutrition and health education, offer meal planning assistance, develop tailored care plans, prescribe tailored food packages, collaborate with client's health care providers, and facilitate referrals for other community services.

The MCHHS will provide HRSN nutrition benefits by completing comprehensive assessments for Medically Tailored Meals (MTMs) and referring individuals to MTM HRSN Service Providers. In addition, MCHHS will provide comprehensive nutrition education and, when appropriate, will actively refer individuals to HRSN Service Providers that offer the Fruit & Vegetable benefits. Assessments for MTMs will be conducted by the RDN who will evaluate the member's health conditions to determine eligibility for MTM services. The RDN will then develop a personalized nutrition care plan that aligns with client's health conditions and goals, taking into account individual and cultural dietary preferences. Clients who qualify for MTMs will be connected to a MTM HRSN Service Provider through their CCO or open card provider. Periodic reassessments will be conducted to ensure ongoing support. Assessment and care plans will be delivered through in-person, phone or video consultations, depending on the client's preference. The RDN will also refer clients to HRSN Services Providers offering the Fruit & Vegetable benefits.

MCHHS will utilize 2025 HRSN CCBF to support the salary of 0.5 FTE RDN. RDNs will provide nutrition education designed to motivate and support information decision making, supporting informed decision-making and healthy routines encouraging positive behavior changes, and promote overall wellness to improve health outcomes. Nutrition education may be provided individually or in group settings. Client sessions will be person-centered, tailored to the client's needs and respectful of personal dietary preferences specific needs, and culturally appropriate. Group sessions will be structured around a specific nutritional topic to provide in-depth information, enhance engagement, and foster a supportive and informative environment. These sessions may be offered virtually or held in various community-based locations. Nutrition education may be delivered as one-time sessions, or on a recurring basis. To reinforce learning and support behavior change, sessions may include supportive materials such as handouts, take-home items, and other informational tools.

11d. Outreach and Engagement Supports

If your organization will be providing outreach and engagement supports: (500 words/ 3,250 character max)

The MCHHS Housing Programs and Public Health Divisions manage critical state and federally funded initiatives aimed at supporting the health and stability of vulnerable populations. Both divisions adhere to comprehensive federal and state guidelines that define program eligibility criteria and incorporate performance metrics for bidirectional referral pathways, outreach and community engagement, and the delivery of wraparound and ancillary services. These activities foster strategic partnerships and collaboration, enhancing referral pathways through a closed-loop system that enables seamless coordination of services across providers, and are also aligned with the delivery of HRSN Outreach and Engagement services. Since December 2024, the Housing Programs has provided HRSN Outreach and Engagement services, including verifying Medicaid eligibility, collecting necessary documentation, enrolling individuals in HRSN Social Care Coverage (encompassing Outreach and Engagement services as well as Housing Services), and facilitating connections to additional programs and services.

Currently, the Housing Programs has two full-time Housing Navigation Specialists providing HRSN Outreach and Engagement services for presumed HRSN-eligible Oregon Health Plan (OHP) members. As the Housing Program identifies participants across additional service areas and expands both engagement and staffing capacity, it will implement an open access approach to ensure services remain accessible to all individuals within HRSN covered populations and with varying clinical risk factors. As outlined in Oregon Administrative Rules (OAR) 410-120-2005, the Housing Programs will provide all Outreach and Engagement services detailed within sections (a) through (j), including engaging potentially eligible members, verifying Medicaid eligibility, collecting necessary documentation, enrolling individuals in Social Care Coverage, and coordinating related services. In addition to standard Outreach and Engagement services under the nutrition benefit, a 0.5 FTE Registered Dietitian Nutritionist will assist individuals in accessing community programs that promote wellness, including housing assistance, domestic violence support, substance use treatment, and food resources.

The Housing Programs and the Public Health Divisions will allocate funds from the 2025 HRSN CCBF's Workforce Development category to support a Housing Navigation Specialist (1 FTE), a bilingual Registered Dietitian Nutritionist (0.5 FTE), an Office Specialist 3 (1 FTE), and a Program Coordinator 1 (0.5 FTE). These positions will complement existing staff and support the delivery of Outreach and Engagement services for individuals presumed to be HRSN-eligible. These positions will also enable the organization to handle a high volume of external referrals, complete referrals for the Fruit & Vegetable benefits, and serve all priority populations. The Housing Navigation Specialist will manage a caseload of over 60 individuals, the Office Specialist 3 will enter referrals into the Unite Us platform, and the Program Coordinator 1 will increase participation, significantly increasing the organization's capacity to serve clients efficiently and effectively.

11e. Convener Organization

11e. If your organization will serve as a convener organization: (500 words/ 3,250 character max)

As a regional co-convener with Polk County, Marion County plays a central role in building a coordinated and responsive system of Housing-Related Social Needs (HRSN) services across the region. Our shared commitment recognizes the complexity of our service landscape, which includes a mix of urban and rural communities, limited infrastructure in outlying areas, and populations with layered needs, including individuals connected to large state institutions.

In this partnership, Polk County leads the development of training materials and provider tools, while Marion County focuses on provider engagement, implementation support, and ensuring accessibility and clarity of resources. Together, we are working to reduce barriers, align services, and strengthen provider capacity across all communities, especially those that are smaller, newer to the HRSN system, or operating in resource-limited settings.

In response, in collaboration with Polk County, Marion County is committed to offering structured support, education, and resource-sharing to help other HRSN providers successfully navigate these challenges. We will:

- Facilitate regional collaboration and learning opportunities through two complementary formats: quarterly meetings, which offer regular, focused spaces for peer learning, shared updates, and collaborative problem-solving among providers; and a regional Health and Housing Summit, a larger event that brings together cross-sector partners—including healthcare, housing, community organizations, and individuals with lived experience—for broader strategic dialogue and collective planning around the intersection of housing and health.
- Support housing service providers and case managers by sharing practical tools, peer-informed resources, and examples of effective approaches. We aim to offer helpful information that teams can draw from as they develop housing plans tailored to individual needs and are responsive to local conditions.
- Assist providers in navigating the HRSN system by helping them connect with relevant guidance, resources, and peer support networks. This is especially valuable for those new to HRSN or operating in resource-limited settings, where building internal capacity and understanding evolving procedures can be particularly challenging.
- Stay connected with system partners to help relay the experiences and perspectives of local providers. These ongoing conversations help foster shared understanding and keep the day-to-day context of service delivery in view as systems and processes develop

Our goal is to cultivate a consistent and coordinated regional response to housing-related needs—one that lifts up smaller providers, promotes shared standards, and enhances service quality across all communities. By investing in regional provider education and support, Marion County aims to amplify the impact of HRSN services and ensure that even the most isolated or resource-constrained communities' benefit from this system of care.

11f. Network Manager - or 'Hub'

If your organization will serve as Network Manager - or 'Hub' to support, for example, HRSN contracting, implementation, invoicing and service delivery: organization: (500 words/ 3,250 character max)

Not Applicable

12. Plans to provide HRSN benefits*

Please check whether your organization plans to provide HRSN benefits through CCOs, Open Card/fee-for-service or both.

Both

Budget Explanation and Allowable Funding Uses

The purpose of this section is to provide additional information to explain the attached 2025 CCBF Budget Template and to collect information about:

- The purpose of your funding request.
- Funding need and justification.
- How funding will be used.

We recommend you carefully review the allowable (and impermissible) uses. (See what CCBF can be used for).

Organizations will need to complete the 2025 CCBF Budget Template to complete this section.

13. Has your organization previously applied for CCBF from this CCO?*

Please indicate if you were awarded funds.

Yes, was awarded

14. Has your organization previously applied for CCBF from other CCOs?*

No

15. If you answered “yes” to question 14 and were awarded

If you answered “yes” to question 14 and were awarded, please note the CCO(s) to which you applied. If not applicable, please leave blank.

Previously applied to and was awarded:

Not Applicable

16. Prior Funding

(If you have not previously been awarded CCBF funds, then you do not need to answer this question and you can skip to question 17).

Please explain what you were funded for in your prior CCBF award(s) and how the funds you are applying for in this round of funding are different from and/or build upon this existing funding (400 words/ 2,600 character count max).

The Housing Programs received \$780,395 through the 2024 HRSN CCBF grant cycle. As outlined in the grant application, the primary objective of this funding was to build the Housing Programs' infrastructure and capacity for delivering HRSN services. Key components include enhancements to DrCloud, an existing electronic health record system, to support participant assessments, encounters, and invoicing promoting patient-centered care and improving service delivery. The grant also expands the workforce and allocates time within existing roles to support HRSN service delivery. Specifically, it funds one full-time Clinical Supervisor I, two full-time Housing Navigation Specialists (one bilingual), and 0.25 FTE for an existing Human Services Program Manager position. Additional funding supports a kiosk for participants, administrative costs for HRSN-related support (billing support, financial services, contract administration, IT support), a community outreach event, and outreach materials.

In alignment with PacificSource CCBF priorities, MCHHS' primary goal for the 2025 HRSN CCBF grant funding is to expand upon the framework, infrastructure, and organizational capacity developed through the previous CCBF grant. The funding will enable MCHHS to significantly increase rental/utility assistance, manage a high volume of external referrals, and provide convening support for HRSN service providers. It will also support the HRSN nutrition benefit, including connecting individuals to Fruit & Vegetable benefits, while ensuring services are accessible to priority populations identified by the Regional Health Equity Coalition—such as communities of color, Oregon's nine federally recognized tribes, immigrants and refugees, migrant and seasonal farmworkers, and low-income individuals/families. Priority populations also include those defined for HRSN purposes as individuals who are low-income and members of at least one of the following groups: those leaving incarceration, exiting mental health or substance use recovery facilities, involved in the Oregon child welfare system, or at risk of homelessness. As outlined in the grant application, MCHHS has requested funding for the following positions: Housing Navigation Specialist (1 FTE), Office Specialist 3 (1 FTE), Registered Dietitian Nutritionist (0.5 FTE), Program Coordinator 2 (0.75 FTE), and Program Coordinator 1 (0.50 FTE). In addition to these positions, MCHHS has allocated funding for convening support services, outreach and engagement, and administrative costs to support the delivery of HRSN services.

17. Are you applying to other CCOs for CCBF in this round of funding?*

No

18. Other CCO(s) to which you are applying

(If you answered “no” to question 17 above, then you do not need to answer this question and you can skip to question 19).

If your answer to question 17 is “yes,” please indicate the name of the other CCO(s) to which you are applying and **describe what you are requesting in your other applications**. Explain how your organization plans to use the different awards (i.e., how do you plan to use the funds from each CCO to serve different populations or use the funds for different activities). Your answer below should clearly state your plans for ensuring that the funding from more than one CCO is not duplicative. (400 word/ 2,600 character max).

Not Applicable

19. Additional Information

Please use this section to clarify anything additional that is needed in your finalized budget template. You may use this section to provide justification for expenditures or activities listed in your budget (400 words/ 2,600 character max)

As we continue developing the MCHHS Housing Programs' HRSN (Housing-Related Social Needs) program, it has become increasingly evident that dedicated administrative support is essential to the program's effectiveness and sustainability. Currently, our navigators are unable to manage higher caseloads due to the significant time demands of administrative tasks. These duties include collecting and reviewing utility bills, interpreting past-due balances in relation to service periods, preparing, uploading, and authorizing housing subsidies (invoices for payment), invoicing through Unite Us, and tracking expenses in detailed reports.

This administrative burden reduces the time navigators can spend directly engaging with clients, which limits both the reach and impact of the program. In order to operate a streamlined, efficient, and fiscally responsible program, we must allocate resources toward administrative roles that can take on tasks such as data entry, auditing, financial reporting, compliance tracking, and quality assurance. This will allow navigators to refocus

their efforts on client-centered care and provide the intensive case management necessary to support long-term housing stability.

Our goal in pursuing this second round of funding is to build the operational infrastructure needed to scale the program while maintaining high standards of service. Sustained support is often necessary for clients with complex challenges, such as six months of rent and utilities. For clients experiencing behavioral health challenges and other complex needs, long-term housing stability requires sustained, coordinated support. Enhancing administrative capacity is a critical step toward ensuring that our program remains both client-focused and outcomes-driven.

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 CCBF initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN CCBF initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN CCBF in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN CCBF 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*

Naomi R. Hudkins

Name and Title*

Naomi R. Hudkins, Housing Programs Division Director

Contact information for person completing this application*

Christina Bertschi

Date*

05/30/2025

Required Documents

Budget Document*

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

Marion County Health & Human Services - PacificSource 2025 HRSN CCBF Budget Worksheet 05.28.25.xlsx

File Attachment Summary

Applicant File Uploads

- Marion County Health & Human Services - PacificSource 2025 HRSN CCBF Budget Worksheet 05.28.25.xlsx

Line Item Budget and Narrative Worksheet

INSTRUCTIONS (PLEASE READ):

This template is intended for those applying for CCBF funding. A complete budget must be submitted alongside each application.
If an organization is applying to multiple CCOs, it should submit a separate application and budget to each CCO. **All budgets should align with the narratives in their corresponding applications.**
All expenses listed on this budget **MUST** be allowable uses of funds and cannot be among the items not allowed. Please refer to the list in the 2025 CCBF Application for the CMS approved list of uses.

CCBF 2025 Budget Request
(all funds must be spent no later than September 2027)

Formula (do not enter)

Contact Information	Legal Name of Applicant Organization (this should be what name is used for your tax ID):	Marion County Health & Human Services							
	Organization Name (if differs from legal name):								
	Point of Contact (Name):	Christina Bertschi							
	Point of Contact (Title):	Human Services Program Manager							
	Point of Contact (Email address):	cbertschi@co.marion.or.us							
	Point of Contact (Telephone Number):	(503) 476-4608							
	Organization Mailing Address:	3180 Center Street NE, Suite 2274 Salem, Oregon 97301							
	Program Area:	Community Capacity Building Funds (CCBF) 2025							
Budget Categories	Description							Total	
(1) Salary	Position #	Title of Position	Salary (Full, annual base salary amount without fringe benefits)	% of time (FTE)	# of months requested (no more than 18)	Total Salary	Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development Note: salary and fringe can only go towards workforce development		
	1	Registered Dietician Nutritionist	\$77,408	25.00%	18	\$ 29,028.00	3-HRSN workforce development		
	2	Housing Navigation Specialist	\$55,766	25.00%	18	\$ 20,912.25	3-HRSN workforce development		
	3	Management Analyst 1	\$64,438	100.00%	18	\$ 96,657.00	3-HRSN workforce development		
	4	Program Coodinator 2	\$89,455	50.00%	18	\$ 67,090.95	3-HRSN workforce development		
	TOTAL SALARY						\$ 213,688.20		
	Narrative for Salary: (add additional sheet for narrative if needed)	Position (1): The Registered Dietician Nutritionist (0.25 FTE) will deliver the HRSN nutrition and outreach and engagement benefits: assessments for Medically Tailored Meals and re-assessments; comprehensive nutrition education; outreach and engagement services, and referrals to HRSN Providers for the Fruit & Vegetable benefit. Position (2): Housing Navigation Specialist (0.25 FTE) will deliver the HRSN housing and outreach and engagement benefits: rental and utility payment assistance, home modifications/remediations, storage fees, tenancy services, and outreach and egagement services. This position will also work alongside the participants to create a housing plan. Position (3): Management Analyst I (1 FTE) will generate extensive reports to streamline the HRSN Program, complete processes associated with reviewing bills and uploading documentation into Unite Us, and complete other accounting related functions to increase overall program capacity. (4): Program Coordinator 2 (0.50 FTE) will assist with program development (policies, process maps, and tracking updates to rules, regulations, etc.), assist with HRSN partner convening activities, review invoices and reimbursement from PacificSource, and complete other HRSN related activities.							
									\$ 213,688.20

(3) Equipment	List equipment. Include all equipment necessary for the HRSN related program development and service delivery (i.e. computer, printer, telephone, and other equipment needed to provide HRSN services).		Total Equipment	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
	Office desk (x1), chair (x1), other related office equipment (x1).		\$ 2,000.00	2-Development of business or operational practices	
	Computer and computer accessories (x1) and telephone (x1).		\$ 2,000.00	1-Technology	
			\$ -		
			\$ -		
	TOTAL EQUIPMENT		\$ 4,000.00		
	Narrative for Equipment:		The equipment (office desk and chair, computer, telephone, and other related office equipment) will be purchased for the Housing Navigation Specialist that will provide direct services for participants receiving HRSN services.		
(4) Technology Systems	List Technology expenses. This includes costs associated with buying new or changing existing technology (including software, platforms, systems, hardware, interfaces and/or tools)		Total Technology	Indicate the corresponding allowable use category for each line item: 1-Technology <i>Note: items in this category can only go towards technology</i>	
	Costs for IT support and IT equipment use charges		\$ 6,814.15	1-Technology	
			\$ -		
			\$ -		
			\$ -		
			\$ -		
	TOTAL TECHNOLOGY		\$ 6,814.15		
Narrative decription of technology :		The MCHHS Housing Programs will allocate funding for IT support and IT equiment use charges to support the delivery of HRSN services.			
(5) Office Supplies	It is not necessary to list each individual item. Provide an overall summary of what is inclded. Estimate each total by the allowable use category (as needed). Examples include supplies for meetings, general office supplies (for example: paper, pens, computer disks, highlighters, binders, folders, etc.)		Total Office Supplies	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
	Not Applicable				
			\$ -		
			\$ -		
			\$ -		
TOTAL OFFICE SUPPLIES		\$ -			

(6) Training and Technical Assistance	Please list. This covers training and technical assistance (TA) to build capacity to provide HRSN services. Examples might include: onboarding or training staff to use new or existing technology, training on the HRSN program and roles/responsibilities, and the any necessary training for staff working in the HRSN program (such as training in cultural competency or trauma informed care). This also covers travel costs for in-person trainings. Costs associated may be calculated to include all related costs, as long as they are listed as an allowable expense.	Total Training and Technical Assistance	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
	4.- Outreach, education and stakeholder convening	\$ 10,000.00	4-Outreach and education	
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
	TOTAL TRAINING AND TECHNICAL ASSISTANCE	\$ 10,000.00		
(7) Other (e.g., planning and facilitation costs for outreach and education events)	Please list. NOTE: this category may not account for more than 15% of the overall budget request. Please describe clearly.	Total Other	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
	Professional interpretation and translation services.	\$ 24,000.00	4-Outreach and education	
	Contract, billing, financial, and clerical supports.	\$ 24,000.00	2-Development of business or operational practices	
	Risk management and legal supports.	\$ 8,000.00	2-Development of business or operational practices	
	Management and other supports.	\$ 11,753.98	2-Development of business or operational practices	
		\$ -		
	TOTAL OTHER	\$ 67,753.98		
(8) Contracts:	List all sub-contracts and all contractual costs, if applicable.	Total Contracts	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
	Not Applicable	\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
	TOTAL CONTRACTS	\$ -		
(9) TOTALS (Sum of 1 through 8)				\$ 451,693.23

Totals by Allowable Use Category	
1-Technology	\$ 8,814.15
2-Development of business or operational practices	\$ 45,753.98
3-HRSN Workforce development	\$ 363,125.10
4-Outreach and education	\$ 34,000.00
Budget request total:	\$ 451,693.23

EXHIBIT B

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

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 (also referred to as Subgrantee) 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. All references in the block parentheticals below are to Exhibit B of the OHA Agreement. [Exhibit B, Section 15]

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. **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]
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. [Exhibit B, Section 2]
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. [Exhibit B, Section 3]
4. **Ownership of Work Product.** Reserved. [Exhibit B, Section 6]

5. **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]

6. **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]

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

8. **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]

9. **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]

10. **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 nonbinding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 14]

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 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 15] Note that for purposes of this Section 11, Recipient means the Vendor (also referred to as Subgrantee) 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 16]

13. Vendor (also referred to as Subgrantee) 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 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 ProChildren 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.