

1.5 Confidential Information. Any and all confidential or proprietary technical, trade and business information (including the terms of this Agreement) furnished, in any medium, or disclosed in any form or method, between the Parties pursuant to this Agreement or the performance of either Party's obligations hereunder, including, but not limited to, information about either Party's employees, officers, directors, suppliers, customers, affiliates, businesses and business relationships; business and operating processes, practices, techniques and methods, courses of dealing, plans or strategies; financial statements, or other financial information or data; financial projections, business plans, marketing plans, materials and designs; personnel statistics; research; computer hardware and software; technical data, inventions, processes, algorithms, formulae, databases, computer programs, user interfaces, source codes, object codes, display screens, layouts, development tools and instructions, templates and other trade secrets; and such other information normally understood to be confidential or otherwise designated as such in writing by the disclosing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared or created by the receiving Party. The term Confidential Information shall not include: (a) information that is publicly available as of the date of this Agreement; or (b) information that subsequently becomes publicly available or generally known in the industry through no fault of the receiving Party, provided that such information shall be deemed Confidential Information until such time as it becomes publicly available or generally known.

1.6 Cooperative Agreement. A Cooperative Agreement is distinguished from a grant in that it provides for substantial involvement among the awarding party (i.e., Advanced Health) and the Awardee and Sub-Awardees in carrying out the activities contemplated by the award. It is best to think of a Cooperative Agreement as an agreement under which the parties work side-by-side to identify and resolve barriers, modify program elements to attain the best possible outcomes, undertake changes in scope, or mutually engage in the re-budgeting of resources.

1.7 Effective Date. The date specified as such on Page 1 of this Agreement.

1.8 Oregon Health Authority ("OHA"). The State agency that administers the Oregon Health Plan.

1.9 Project or Program. Means the full scope of the program developed by Awardee in its RFP and as may be revised by mutual agreement by the Parties from time-to-time.

1.10 RFA. Means the Request for Applications for the SHARE Initiative as submitted by Awardee and approved by AH.

1.11 SHARE Initiative. The Oregon Health Authority (OHA) developed the "Supporting Health for All through Reinvestment", or "SHARE Initiative," to implement the legislative requirement of House Bill 4018 (Oregon Legislature, 2018) which aims to address Social Determinants of Health (SDOH). The primary goals are to: (1) Safeguard public dollars by requiring that a portion of Coordinated Care Organization's (CCO's) profits are reinvested in their respective communities; and, (2) Improve member and community health by requiring reinvestments go toward upstream factors that impact health.

1.12 Social Determinants of Health and Health Equity (SDOH+E) The social, economic, political, and environmental conditions in which people are born, grow, work, live,

and age. These conditions significantly impact length and quality of life and contribute to health inequities. Social Determinants of Health include, but are not limited to: poverty; education; employment; food insecurity; diaper insecurity; housing; access to quality child care; environmental conditions; trauma/adverse childhood experiences; and transportation. SDOH+E means the systemic or structural factors that shape the unfair distribution of the social determinants of health in communities. Institutional racism is one example. Together, SDOH+E is the combined factors of the Social Determinants of Health and the Social Determinants of Health Equity.

1.13 Sub-Awardee. Any member of the Collective Impact Consortium that has entered into a formal written agreement (i.e., Letter of Engagement; Memorandum of Understanding) with the Awardee for any portion of the work that is to be performed under the Cooperative Agreement issued by Advanced Health.

1.14 Terms not otherwise defined herein have the same meaning as defined in the CCO Contract and the RFP. In the event of a discrepancy between definitions in the RFP and the CCO Contract, the CCO Contract shall control.

2. Awardee Responsibilities

2.1 Awardee shall complete the Project as identified in its RFP and comply with the Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations, all of which are attached hereto and incorporated herein by reference as **Schedule A**. Notwithstanding any provisions in this Agreement to the contrary, either Party may request re-negotiation of the any provisions of the RFP or Agreement with the exception of those provisions that are required by law or CCO Contract. Requests for re-negotiation shall not be unreasonably denied by either Party. Provisions that have been re-negotiated and mutually agreed upon by the Parties shall not be effective until both Parties enter into a written amendment detailing the re-negotiated provisions.

2.2 Awardee shall consult with and obtain AH's prior written approval in the event Awardee proposes to release or terminate any Sub-Awardee's participation in the Project, or alter the value of resources that are shared with Sub-Awardees.

2.3 Awardee shall submit to AH written progress reports, including a discussion of barriers and challenges encountered, for each of the first three quarters, due within fifteen (15) days of the conclusion of each performance period quarter. The first day of the first quarter is the Effective Date. At the conclusion of each year-long performance period, Awardee shall submit annual summary statements that focus on the Project's measurable process and outcome objectives.

2.4 Awardee shall submit financial expenditure reports within fifteen (15) days following the end of the second and fourth quarters of the Project. Any unexpended funds at the end of the fourth quarter shall be returned to AH within thirty (30) days following the end of the fourth quarter.

2.5 All progress and financial reports shall be submitted in a format approved by AH. AH will provide additional detail governing the format and content of quarterly and annual progress reports, and semi-annual and annual financial expenditure reports.

2.6 Awardee agrees to fully cooperate with an independent and neutral program evaluation specialist as appointed by AH. Upon at least two weeks' advanced notice, during normal business hours, and no more frequently than five times per year, Awardee agrees to meet with program evaluation personnel for on-site reviews, to make performance data available for desk reviews, and to make the project's data quarterly available for analysis by the independent evaluator.

2.6.1 Funds identified by the program evaluation specialist or OHA as being inappropriately spent, if any, shall be returned to AH within thirty (30) days following such review.

2.7 Insurance. To the extent applicable to Awardee's business structure, Awardee shall obtain and carry throughout the term of this Agreement insurance coverage in limits satisfactory to AH. Awardee shall, at the reasonable request of AH, furnish to AH written evidence that the policies of insurance are in full force and effect.

2.8 Compliance with Law and Contractual Obligations. Awardee shall, and shall cause all Affiliated Entities (as applicable) and Sub-Awardees to:

2.8.1 comply with all applicable Law, the terms of the CCO Contract and all applicable reporting tools and templates related thereto, and the requirements of applicable licensing agencies, including but not limited to Law relating to Member privacy, medical records, and electronic medical information;

2.8.2 cooperate with AH so that AH may meet any requirements imposed on AH by Law as well as all contractual obligations under the CCO Contract;

2.8.3 confer in advance with AH before interpreting any ambiguity in the applicability of the requirements of this Agreement that could have a material impact on the provision of SHARE funds;

2.8.4 promptly report to AH any breach of applicable Law, of this Agreement, or of any other agreement to which Awardee is a party that could reasonably be expected to have a material and adverse impact on Awardee's to comply with the terms of this Agreement;

2.9 Awardee shall ensure that each of its employees undergo a criminal background check prior to starting any work under this Agreement; and

2.10 Awardee and Sub-Awardees shall provide Policies and Procedures governing preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class as well as other Policies and Procedures that may be reasonably requested by AH.

3. Administration Relating to Health Services.

3.1 Information to AH. Awardee shall, within three business days, inform AH in writing of any of the following events relating to Awardee, any Sub-Awardee, or any Affiliated Entity:

- 3.1.1 loss of or threatened loss of credentials, licensing, or other qualification to meet the requirements of this Agreement;
- 3.1.2 any inquiry from any regulatory or certification agency or organization that raises an issue of a material violation of any Law relating to the Project;
- 3.1.3 any conviction of violating any criminal drug statute;
- 3.1.4 any instance of Waste, Fraud or Abuse;
- 3.1.5 any unauthorized disclosure of PHI or other confidential information relating to AH Members;
- 3.1.6 (i) the occurrence of any event that would disqualify the Awardee from continued funding, or (ii) Awardee's discovery that it failed to disclose to AH any circumstances that may give rise to Awardee not meeting the eligibility criteria of the RFA, or
- 3.1.7 any event or situation that would trigger the requirement to file Form LLL, "Disclosure Form to Report Lobbying," or any State equivalent thereof.

3.2 Record-Keeping and Provision of Records.

3.2.1 Financial Records. Awardee shall provide AH with such financial information as set forth in 2.4 and 2.5, herein.

3.2.2 Making Records Available. Awardee shall make available financial and other records as set forth in 2.3, 2.4, 2.5 and 2.6 herein.

3.2.3 Audit Cooperation.

3.2.3.1 Awardee shall cooperate, and shall cause each Affiliated Entity and Sub-Awardee to cooperate, with AH on all audits activities as set forth in 2.6, herein.

3.2.3.2 Awardee shall cooperate with OHA or other governmental agencies upon request by such agencies for information related to this Agreement.

3.2.4 Providing Information:

3.2.4.1 Awardee shall provide all required reports to AH in accordance with the terms of this Agreement, and respond to reasonable requests by AH for additional information that may be necessary to evaluate the Project.

3.2.4.2 Awardee shall comply in a timely manner with any information requests made by AH or OHA in connection with this Agreement or the CCO Contract.

3.2.4.3 Awardee shall address any findings or recommendations identified in any reports made by AH or OHA with respect to any audit, investigation or review undertaken pursuant to this Section 3.2.4, in a manner designed to correct the deficiency within a timeline that is acceptable to AH or OHA, as applicable.

3.3 Protective Services. Awardee shall comply, and shall require all Affiliated Entities and Sub-Awardees to comply, with all protective services, investigation, record-keeping, and reporting requirements of applicable Law, including, without limitation, OAR 407-045-0000 through 407-045-0370 and ORS 430.735 through 430.765, ORS 124.005 to 124.040, and ORS 441.650 to 441.680.

4. Award Amount.

4.1 AH shall provide funding to Awardee for the Project only in the amount specified and in accordance with the terms set forth in **Schedule B**, which is attached hereto and incorporated herein by reference and includes the amount of the award, distribution schedule and allowable percentages of indirect costs.

5. Term, Termination and Remedial Action.

5.1 Initial and Renewal Terms. This Agreement shall be in full force and effect on and as of the Effective Date and, unless earlier terminated in accordance with this Section 5, shall continue for a period of one (1) year (“Initial Term”). Thereafter, this Agreement shall automatically renew for one (1) additional term of one (1) year (“Renewal Term”) upon the expiration of the Initial Term unless earlier terminated in accordance with this Section 5.

5.2 AH Termination. AH may terminate this Agreement upon written notification to Awardee:

5.2.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if AH provides written notice of termination to Awardee at least 30 days prior to the expiration of such Initial Term or Renewal Term;

5.2.2 upon the failure of OHA to award the CCO Contract to AH, the termination of the CCO Contract, or upon notice to AH by OHA that this Agreement is not appropriate under the CCO Contract or applicable Law;

5.2.3 if, in the reasonable determination of AH or OHA, Awardee has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of thirty (30) days after both (a) written notice thereof has been given to Awardee by AH, and (b) a reasonable period of time for cure has elapsed, provided however, that if OHA gives AH written notice that immediate termination of this Agreement is required, the periods described in (a) and (b) immediately above shall not apply;

5.2.4 Notwithstanding any provisions in this Agreement to the contrary, AH may immediately terminate this Agreement if it determines, in its sole and absolute discretion, that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.3 Awardee Termination. Awardee may terminate this Agreement upon written notification to AH:

5.3.1 upon the expiration of the Initial Term, or upon the expiration of any Renewal Term, if Awardee provides written notice of termination to AH at least 30 days prior to the expiration of such Term;

5.3.2 if, in the reasonable determination of Awardee, AH has materially defaulted in the performance of any duty or obligation imposed upon it by this Agreement and such default has continued for a period of 30 days after both (A) written notice thereof has been given to AH by Awardee, and (B) a reasonable period of time for cure has elapsed;

5.3.3 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by AH, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors; or

5.3.4 if AH ceases to do business in the ordinary course or there is a change of more than 50% of the voting shares of AH in any one Year.

5.4 Immediate Termination. Notwithstanding any other provision of this Agreement, AH shall have the right to terminate this Agreement immediately in the event that AH determines, in its sole and absolute discretion, that Awardee is in violation of any of the requirements of this Agreement in a manner that potentially endangers the health or safety of Members or violates Law, or that it is in the best interests of AH, its Members or Affiliates to so terminate. Instances that may give rise to such immediate termination may include, without limitation;

5.4.1 if any representation made by Awardee in Section 6 is untrue or incorrect in any respect;

5.4.2 in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Awardee, or upon other action taken or suffered, voluntarily or involuntarily, under any Law for the benefit of creditors;

5.4.3 AH reasonably determines that a change in Law makes it impossible to carry out the Parties' intentions with respect to this Agreement;

5.4.4 if Awardee ceases to do business in the ordinary course, any creditor declares Awardee to be in default under any debt obligation owed by Awardee;

5.4.5 upon Awardee's failure to provide any notices or reports required under this Agreement when due or otherwise fail to comply with the terms of this Agreement;

5.4.6 take unfair advantage of AH or its Medicaid Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice;

5.4.7 mislead AH or Medicaid Members through deceptive acts or practices, false advertising claims, misrepresentations, or other unfair methods of competition;

5.4.8 engage in any conduct, conspiracy, contract, agreement, arrangement, or combination, or adopt or follow any practice, plan, program, scheme, artifice, or device similar to, or having a purpose and effect similar to, the prohibited conduct listed above;

5.4.9 attempt to influence any evaluator or officer, director, or employee of AH during the term of this Agreement;

5.4.10 use funds or assets for any purpose which would be in violation of any applicable law, regulation or terms of this Agreement;

5.4.11 make contributions to any political candidate, party, or campaign either within or without the United States;

5.4.12 establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of the Awardee;

5.4.13 make false or misleading entries in the books and records of the Awardee, or omit to make entries required for these books and records to be accurate and complete; and,

5.4.14 effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

5.5 Termination With Adequate Notice. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, for any or no cause.

5.6 Effect of Termination. Upon termination of this Agreement:

5.6.1 No Further Obligations. AH shall pay to Awardee all amounts to which Awardee is entitled, if any, and except as otherwise provided in this Agreement, the Parties shall have no further obligations to each other. Awardee shall pay AH all amounts that have been paid but otherwise not used in accordance with the Agreement.

5.7 Review and Remedial Action. In accordance with Sections 2.6 and 3.2.4. of this Agreement, Awardee shall cooperate in AH's review and monitoring of Awardee's performance under this Agreement, including without limitation review by an independent and neutral program specialist, and with any review by OHA or any other Agency. If AH reasonably determines that Awardee's performance under this Agreement is unsatisfactory, with respect to administrative or other matters relating to this Agreement, but such underperformance does not constitute a breach of this Agreement (or, if a breach, AH determines that it is in the best interests of Members to waive the breach), AH shall give written notice to Awardee of such determination. The notice shall include a description in reasonable detail of the changes necessary in Awardee's performance and a proposed time frame for making the required improvements.

5.7.1 Within 10 days of the date of the notice, the Parties shall confer and reach agreement as to the necessary steps and time frame for making the changes to improve Awardee's performance. If they cannot agree, or if Awardee does not agree that its performance is unsatisfactory, the Parties shall invoke the provisions of Section 8.7.2 (Mandatory Mediation) to reach agreement. If they cannot reach an agreement on a remediation plan using the mediation process, AH at its option may terminate this Agreement, without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice.

5.7.2 If the Parties agree on a plan for performance improvement, they shall confer regularly during the remediation period. If AH reasonably determines that insufficient progress has been made at the end of the remediation period, it may terminate the Agreement or, at its option, propose a revised remediation plan, which Awardee must either (i) accept, or (ii) reject, which rejection shall, at AH's option and notice to Awardee, constitute a termination of this Agreement without the need for arbitration described in Section 8.7.3. Such termination will be effective on the date specified in the notice. This process may be repeated any number of times for the same or different performance issues.

5.7.3 Awardee shall bear all expenses associated with any remediation plan, including a reasonable cost for AH personnel or third parties engaged to assist with remediation.

5.7.4 Notwithstanding any of the foregoing, if AH's rights to take remedial action or impose sanctions on Awardee in this Section 5.7 are less than the rights OHA has under the CCO Contract with respect to taking remedial action or imposing sanctions on AH or its subcontractors, then AH's rights under this Agreement shall be expanded so that they substantively align with OHA's rights under the CCO Contract.

6. Representations and Warranties; Awardee Certifications.

6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other that such Party:

6.1.1 has complied with the Truth-in-Lobbying Disclosure Act in entering into this Agreement;

6.1.2 has the authority to enter into this Agreement; and

6.1.3 is not a party to any agreement the terms of which would prohibit the Party from executing or carrying out its obligations under this Agreement.

6.2 Representations by AH. AH represents and warrants that it is an Oregon corporation in good standing with the State of Oregon.

6.3 Representations by Awardee. Awardee represents and warrants that it and each of its Affiliated Entities and Sub-Awardees (as applicable):

6.3.1 has received a copy of the Policies and Procedures of AH as are applicable to their performance this Agreement), and has had an opportunity to have Awardee's questions answered with respect to the Policies and Procedures;

6.3.2 is a business in good standing in the State of Oregon;

6.3.3 has disclosed all information, as applicable, in Section 3.1 of this Agreement;

6.3.4 Awardee meets the eligibility criteria in its RFA, all of which are true and correct in all respects with regard to Awardee; and

6.3.5 Awardee possesses sufficient resources and business sophistication to identify all applicable Law and other Agency regulation and oversight that is applicable or relevant to Awardee's use of funding under this Agreement.

6.4 Awardee Certifications. As a condition precedent to the effectiveness of this Agreement, Awardee shall cause an appropriate representative of Awardee to execute and deliver a Awardee Certificate to AH immediately upon the execution and delivery of this Agreement. Awardee represents and warrants that the signatory to the Awardee Certificate is Awardee's chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in the Awardee Certificate.

6.5 Renewal of Awardee Representations and Certifications. As a condition precedent to the continued effectiveness of this Agreement with respect to each Renewal Term, Awardee shall, on and as of the first day of each such Renewal Term under this Agreement, cause a new Awardee Certificate, dated as of the date such Awardee Certificate is delivered, to be executed and delivered by an appropriate representative of Awardee to AH.

7. Indemnification.

7.1 Indemnification. Awardee shall indemnify and hold AH, and each of its respective Affiliate Entities, officers, directors, agents and employees (each an "AH Indemnitee") harmless for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by any AH Indemnitee from third party claims arising out of or in relation to acts or omissions of Awardee and those of its agents and employees, contractors, officers and directors or Affiliated Entities arising out of, or in connection with, and of the following: (a) the performance or nonperformance by Awardee or Affiliated Entity; (b) any inaccuracy or breach of any representation or warranty of Awardee or Affiliated Entity provided in this Agreement; (c) any inaccuracy of representations provided in the RFA; (d) any unauthorized use, disclosure, access to, or breach of, any PHI disclosed to, or accessed by, Awardee in connection with this Agreement; or (e) any action or omission which constitutes a breach of the CCO Contract by AH. AH shall indemnify and hold harmless Awardee for any and all claims, losses, expenses, demands, judgments, and costs (including without limitation reasonable attorneys' fees) incurred by Awardee from third party claims arising out of or in relation to the acts or omissions of AH or its directors, officers, employees and agents in connection with the performance or nonperformance by AH of its duties pursuant to this Agreement or arising out of a breach any of representation or warranty of AH contained in this Agreement.

7.2 Indemnification Procedure. In the case of a claim arising under Section 5.1, (a) the indemnitee shall notify the indemnitor in writing within ten days of receipt of written notice of any such claim, provided however, failure to do so notify shall not relieve the indemnitor of its indemnity obligations hereunder unless prejudiced by such delay and then only to the extent of the prejudice, (b) the indemnitor shall have the control of the defense and all related negotiations, including settlement negotiations and (c) the indemnitee shall provide the indemnitor with reasonable assistance, information and authority necessary to perform the above obligations; provided, however, that no indemnitee may hall enter into any settlement agreement

without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld.

8. General Provisions.

8.1 Amendment; Waiver.

8.1.1 Except as otherwise provided in Section 8.1.2, no purported amendment or alteration of this Agreement, or any part hereof, shall be valid or binding upon any Party unless provided in a written instrument that is executed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the waiving Party. Any forbearance or delay in enforcement of any of the rights and remedies available to a Party to this Agreement shall not constitute an implied waiver of such rights or remedies. No waiver of any provision or breach of this Agreement shall operate to be, or be deemed to be, a waiver of any other provision or breach of this Agreement.

8.1.2 Notwithstanding the provisions of Section 8.1.1, this Agreement or its Schedules may be amended by AH (a) to comply with the provisions of the CCO Contract, (b) to comply with any applicable Law or other governmental requirement, (c) to comply with any OHA corrective action plan, (d) to adjust the amount or timing of compensation to Awardee in accordance with the payments made to AH from OHA, or (e) to comply with any requirements identified or imposed by OHA in order for AH to comply with the terms of the CCO Contract. Any such amendment shall be effective after 30 days' written notice thereof to Awardee, unless Awardee waives some or all of the notice period in writing.

8.1.3 Notwithstanding the provisions of Section 8.1.1, AH may amend any of the Schedules to this Agreement effective on the first day of any Renewal Term, if AH delivers a written notice of the amendment along with a copy of the amended Schedule or Schedules to Awardee, at least sixty days prior to the first day of such Renewal Term.

8.2 Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given (i) by personal delivery in writing, (ii) by registered or certified mail, postage prepaid, with return receipt requested, or (iii) by electronic mail. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement, but each party may change such Party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing; and notices via electronic mail will be deemed communicated on the date delivered via electronic transfer with confirmation of delivery.

8.3 Entire Agreement of the Parties. This Agreement, along with any exhibits, schedules or other documents attached to or referenced herein, is the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior or concurrent agreements or understandings, either written or oral, between the Parties with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

8.4 Severability. If any provision of this Agreement is in violation of any Law, such provision shall be null and void. Notwithstanding any such invalidity, or any holding by a court of competent jurisdiction or applicable state or federal agency that any part of this Agreement is invalid, void or unenforceable, the remaining provisions, to the greatest extent possible, will nevertheless continue in full force and effect, unless enforcement of this Agreement without the invalid, void or unenforceable provision would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

8.5 Governing Law. This Agreement is made in, will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without regard to its conflict of laws principles.

8.6 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and to their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Awardee nor AH may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other Party, except that AH may delegate any administrative function required of it under this Agreement to any of its affiliates. As used in this Section 8.9 “affiliates” means any person or Entity who directly or indirectly controls, is controlled by, or is under common control with IPA, with the ownership of more than fifty percent of the outstanding voting securities of an Entity constituting control.

8.7 Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the Parties nor any of their respective employees, agents or subcontractors shall be deemed to be the agent, employee or representative of the other Party. Except as specifically provided otherwise in this Agreement, AH shall have no authority to control or direct the time, place or manner in which services are provided by Awardee or Awardee’s employees, agents or subcontractors pursuant to this Agreement. None of the Parties hereto or any of their respective employees, agents or subcontractors are, or by reason of any provision hereof shall be deemed to be, the agents, employees, or representatives of the other Party.

8.8 Confidentiality. Except to the extent otherwise necessary for the performance of each Party’s obligations under this Agreement, or as required by Law or by any Agency, each Party agrees to protect the other’s Confidential Information from disclosure to third parties and agrees not to use such Confidential Information except in the performance of its obligations under this Agreement, the Advanced Health Agreement, or in fulfillment of the requirements of the CCO Contract.

8.9 Interpretation. The section headings used in this Agreement are for the convenience of the reader only and are not intended to enter into the interpretation of this Agreement. Any exhibits, tables, schedules or attachments referenced herein are incorporated into this Agreement to the same extent as if set forth fully herein. All parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against any party as the drafting party.

8.10 No Third Party Beneficiary. Except to the extent otherwise provided herein, or as otherwise required by the CCO Contract or applicable Law, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

8.11 Counterparts. This Agreement may be executed by the Parties hereto by means of electronic signature and may be executed in multiple counterparts, each of which together shall constitute an original and collectively shall constitute one agreement.

[Signature Page Follows]

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The Parties have executed this Privileged Awardee Agreement as of the Effective Date.

AH:

AWARDEE:

Western Oregon Advanced Health, LLC

Signature

Signature

Benjamin Messner

Printed Name

Printed Name

Chief Executive Officer

Title

Title

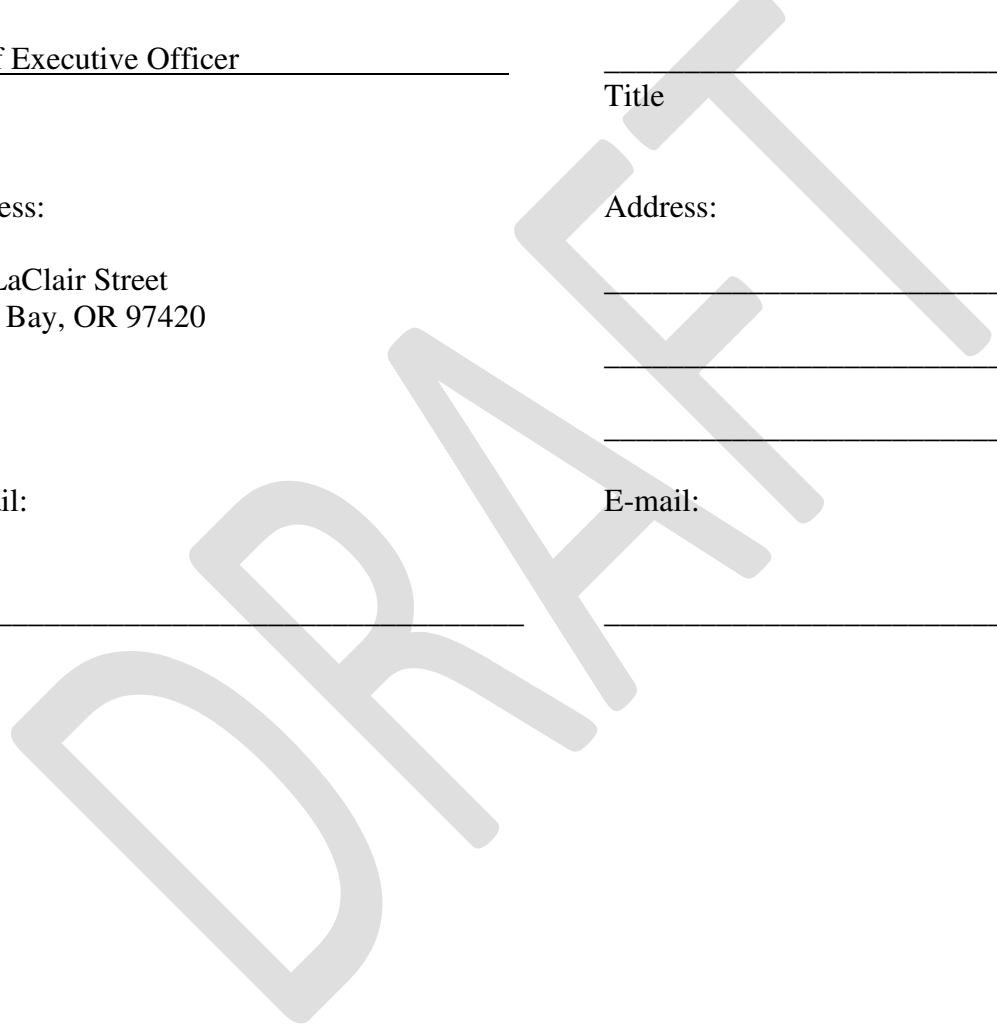
Address:

Address:

289 LaClair Street
Coos Bay, OR 97420

E-mail:

E-mail:



Schedule A

Categories of Spending Priorities, Scope of Work, Outcomes Measurement and Evaluation, and Data Collection, Sharing, and Reporting Obligations

RFP Summary (attach RFP)

In accordance with OAR 410-141-3735(3)(b), the attached RFP falls within one or more of the following spending priorities as established by AH:

- _____ Neighborhood and Built Environment
- _____ Economic Stability
- _____ Education
- _____ Social and Community Health

Scope of Work

Include specific services to be provided and which populations will be provided services (e.g. CCO Members, Community members, Tribal communities, communities of color, etc.)

Outcome Measurement and Evaluation

Include how outcomes will be measured and evaluated, including, Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives, and how outcomes align with community priorities from AH's CHP.

Data Collection, Sharing, and Reporting Obligations

Include the data elements to be collected by the Awardee and/or AH, how the data is related to the outcomes and, the process and frequency of submission of reports and/or data exchange between the Awardee and AH.

Schedule B
Funding

Amount, distribution schedule and allowable percentages of indirect costs.

DRAFT

Appendix 1

Awardee Certificate

Awardee: _____

Certificate Date: _____

Effective Date of Privileged Awardee Agreement: _____

This Awardee Certificate is being delivered by the undersigned representative of Awardee to Western Oregon Advanced Health, LLC, a limited liability company (“AH”), pursuant to the requirements of the Agreement between Awardee and AH dated as of the Effective Date provided above (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

By his or her signature on this Agreement, the undersigned representative of Awardee certifies, based on his or her best information, knowledge, and belief, and under penalty of perjury, that all of the following statements are accurate, complete and truthful:

1. the undersigned is authorized to act on behalf of Awardee and Awardee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
2. to the best of the undersigned’s knowledge, Awardee has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
3. Awardee and the Principals of Awardee satisfy the eligibility criteria of the RFA, all of which are true and correct in all respects with regard to Awardee;
4. Awardee is not subject to backup withholding because: (1) Awardee is exempt from backup withholding; (2) Awardee has not been notified by the IRS that Awardee is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified Awardee that Awardee is no longer subject to backup withholding;
5. if Awardee is an Entity, the undersigned is the Awardee’s chief executive officer, chief financial officer, or an individual who reports directly to either of those officers who has been

delegated authority to sign for the chief executive officer or the chief financial officer, with such delegating officer retaining final responsibility for the certifications provided in this Awardee Certificate;

6. no federal appropriated funds have been paid or will be paid, by or on behalf of Awardee, 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;
7. no funds, other than federal appropriated funds, have been paid or will be paid by Awardee 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, except as disclosed by Awardee on a completed and submitted Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
8. Awardee will require each Sub-Awardee to provide the certifications provided in Sections 6 and 7 prior to entering into any contract with such Sub-Awardee.

Awardee Representative:

Signature

Printed Name

Title