

March 20 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Grant Agreement with Trillium Community Health Plan for capital expenses at the Recovery Center. Agreement Value is \$180,000 for 13 months. Funding is through the Oregon Health Plan. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Elise Thompson	Contact Phone	503-742-5353

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of a grant agreement with Trillium Community Health Plan for capital expense for Clackamas County’s Recovery Center.

As a result of the alarming drug crisis – fueled by fentanyl and other dangerous drugs – the Clackamas County Board of Commissioners has focused its attention on increasing access to services for individuals living with substance use disorders. In April 2023, the Board approved a resolution that serves as a framework to guide the County on issues related to individuals experiencing homelessness who experience drug addiction and mental illness. This framework evolved into a call to action that led the Board to host the Clackamas County Addictions Recovery Summit in September 2023 with experts from Oregon, Canada, California, and Texas. A key recommendation from the Summit was to create a recovery-oriented center/campus that includes a continuum of services for people living with addiction.

Staff recommended a campus model with services provided in a single location. Staff identified the site of the former Clackamas Elementary School (15301 SE 92nd Avenue, Clackamas) as well suited for this purpose. On October 17, 2024, the Board approved the purchase of the over six-acre site from the North Clackamas Parks and Recreation District. The site will allow for the development of both treatment and housing services and provide space for recovery-oriented activities.

Trillium Community Health Plan is awarding Clackamas County \$180,000.00 for capital expenses related to the development of the Recovery Center site. The funding provided through this grant agreement will expire on December 31, 2025.

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RECOMMENDATION: Staff respectfully request the Board of Commissioners to approve this Grant Agreement (11933) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

**SOCIAL DETERMINANTS OF HEALTH AND HEALTH EQUITY GRANT
AGREEMENT BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND
CLACKAMAS COUNTY**

This Social Determinants of Health and Health Equity Grant Agreement (the “Agreement”) is made and entered into as of November 25, 2025 (“**Effective Date**”), by and between Trillium Community Health Plan, Inc., an Oregon Corporation, on behalf of itself, its subsidiaries and affiliates (“**Trillium**”), and Clackamas County a political subdivision of the State of Oregon organization (“**Provider**” or “**Clackamas County**”). The Trillium and the Provider may sometimes hereinafter be referred to individually as a “**Party**” or jointly as the “**Parties.**”

RECITALS

- A. Trillium contracts with the following types of organizations (“**Plans**”) to deliver and administer health care services: (1) the Centers for Medicare and Medicaid Services, United States Department of Health and Human Services (“**CMS**”) for enrollees in the health benefits program referred to as a Medicare Advantage Plan (“**MA-PD Plan**”); (2) the Oregon Health Authority (“**OHA**”) for enrollees in the Oregon Health Plan (“**OHP**”); (3) other government or commercial benefits programs as determined by Trillium. Trillium provides such services to enrollees who have selected or been assigned to Trillium (“**Trillium Members**” or “**Members**”) pursuant to a contract between Trillium and CMS, OHA or other applicable payors (the “**Plan Contracts**”).
- B. Trillium provides OHP health care services in the following service areas: Clackamas, Lane, Multnomah, and Washington Counties, as well as parts of Douglas and Linn Counties.
- C. In alignment with 2018 House Bill 4018 and the Supporting Health for All through Reinvestment Initiative program requirements, Trillium supports initiatives intended to improve Trillium member and community health that address non-healthcare factors that impact health (social determinants of health and health equity, “**SDOH-E**”).
- D. In accordance with the Statement(s) of Work (“**SOW**”) herewith included in this Agreement, Provider shall provide services that address at least one OHA defined SDOH-E domain or other OHA identified spending priority. (“**Services**”). Services must include SDOH-E related services or programs, or supports policy and systems change, or both, within one or more Trillium service areas.

NOW, THEREFORE, in consideration of the covenants and promises set forth in the Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), intending to be legally bound, the parties hereto do hereby agree as follows:

1. **Terms.** Provider agrees to perform the services described in statements of work (each a “Statement of Work” or “SOW) in a form substantially similar to that in Exhibit A attached

hereto (collectively, the “Services”) and comply with all terms and conditions described in this Agreement. Each SOW is incorporated into this Agreement. Provider will provide status reports reasonable for the services described in a SOW or as specifically set forth in the applicable SOW.

2. **Services.** Provider will provide Services in a manner that is consistent with the terms of this Agreement; the recognized standard of care for the provision of Services; and applicable federal, state and local law.
3. **Effective Date and Duration.** This Agreement shall commence on the Effective Date and shall terminate on December 31, 2025
4. **Compensation.** Trillium shall pay Provider for Services described in attached SOW(s) as set forth in the Compensation section in such SOW(s) and in accordance with the terms of this Agreement.
5. **Use of Funds.** Provider shall use the Compensation defined in an SOW to support the project and activities described in such SOW, and as approved by Trillium.
6. **Final Report and Reconciliation.** Provider shall submit a final categorized expense report for the funding amount included in the Payment Rate section of each attached SOW within thirty (30) days of the termination or expiration of the Agreement.
 - a. **Recovery of Funds.** Any funds disbursed to Provider by Trillium that are expended in violation or contravention of any provisions of this Agreement shall be returned to Trillium no later than fifteen (15) days following written notice from Trillium.
7. **Confidentiality.** Each party is required to hold the other party’s confidential information in confidence and protect the other party’s confidential information using the level of care the party receiving confidential information would use to protect its own sensitive and confidential information, but in no event less than reasonable care. A receiving party may use the disclosing party’s confidential information only for the purposes of performing its obligations or exercising its rights under this Agreement and for no other purpose. The receiving party will not further disclose the confidential information of the disclosing party to any person without a need to know the information without the disclosing party’s prior written consent, except as required by law. In the event of a breach of this section by the party receiving confidential information, the disclosing party is entitled to seek injunctive relief without any requirement to post bond. The receiving party will return or destroy (and certify destruction of) the disclosing party’s confidential information within 30 days after the termination or expiration of this Agreement. If return or destruction of a party’s confidential information is infeasible, the receiving party will continue to be bound by this section even if this Agreement has expired or been terminated. Confidential information of a party includes any information the party

provides to the other party (or that the other party creates) in connection with this Contract that a reasonable person in the disclosing party's position would deem confidential, including derivative works, subsets, summaries and other materials incorporating confidential information. Except for any personally identifiable information, Confidential Information does not include information that is lawfully and without breach of any confidentiality obligation: (a) already known to or otherwise in the possession of a party at the time of receipt from the other party; (b) available to the public; (c) obtained from a third party; or (d) independently developed by a party. Even if the Contract is terminated or expires, the receiving party's obligations under this section will continue (a) for 5 years after disclosure of the confidential information or (b) with respect to any trade secret or personally identifiable information, indefinitely.

8. **Billing.** For payment of Services, Provider shall send the following by email or U.S. mail.

If by email, to: Oregon_Market_AP@TrilliumCHP.com

If by U.S. mail, to:

Trillium Community Health Plan
Attention: Accounts Payable
P.O. Box 11740
Eugene, Oregon 97440-1740

If Provider has received a payment from Centene Corporation (Centene) or Trillium (a subsidiary of Centene) within the last 14 months:

- a. A fully executed agreement
- b. An invoice for the payment amount included in the Payment Rate section of each SOW.
- c. A completed and signed W9 Form (Dated within the last 14 months)

If you have **NOT** received a payment from Centene or Trillium within the last 14 months:

- a. A fully executed agreement
- b. An invoice for the payment amount included in the Payment Rate section of each SOW
- c. A completed and signed W9 Form (Dated within the last 14 months)
- d. A completed and signed Payment Authorization Form, which is enclosed (For one-time payments, it is recommended that Providers select CHECK as their preferred payment method). If ACH is selected, a Voided check copy or Bank Letter dated within the last 14 months will be needed as well.
- e. A completed Vendor Maintenance Form, provided by Trillium (Only the Supplier & Contact Info Sections)

9. **Termination.** The Parties reserve the right, in their sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party. Trillium shall notify Provider and OHA in writing within thirty (30) calendar days of Trillium terminating this Agreement when such termination is due to Provider's failure to meet requirements under Trillium's current Coordinated Care Organization contract with OHA (the "CCO Contract"), to deficiencies identified through compliance monitoring of the Provider, or to any other for-cause reason for termination.
- a. Upon termination of this Agreement for any reason, or for no reason, Provider will refund and return to Trillium all funds received within fifteen (15) days, except for:
 - i. Funds already used for the purposes identified in this Agreement, as of the date of termination; and
 - ii. Funds to be used for the purposes identified in this Agreement for which Provider has made, as of the date Provider received notice of termination, a binding commitment with a third party to spend.
 - b. The Parties hereby agree that they shall have no right against the Other in the event a Party exercises its termination rights under this Agreement. The Parties hereby waive any claims or other causes of action arising from any such termination in consideration of the agreements herein contained.

10. **Subcontractors.**

- a. Provider may not disburse any Agreement funds received under this Agreement to any person or entity (a "**Subcontractor**") unless Provider's Proposal expressly indicates that Provider will make such disbursements to such Subcontractor. Trillium shall in all instances look to Provider for fulfillment of all Provider's obligations under this Agreement regardless of whether (i) Provider disbursed all or part of such funds to a Subcontractor or (ii) Trillium consents to an assignment to a Subcontractor.
- b. No agreement between Provider and Sub-Contractor shall contain any term or condition inconsistent with the terms and conditions of this Provider nor shall it eliminate or diminish Provider's obligations to Trillium under this Agreement. Sub-Contractors must agree to use such funds in a manner consistent with the terms and conditions of this Agreement.
- c. If applicable, Sub-Contractors shall provide reports required under this Agreement to Provider who shall aggregate and consolidate same into Provider's reports to Trillium as required under this Agreement. The Sub-Contractor shall not submit reports directly to Trillium.
- d. The audit and records provisions of this Agreement shall apply to any Sub-Contractor. Provider shall assure that any agreement between Provider and Sub-Contractor shall specify the same provisions contained herein.

11. **Audits; Access to and Maintenance of Records.** Provider shall maintain, in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records that shall reflect Provider's receipt, and expenditure, of funds under this Agreement. Provider shall permit Trillium to inspect, and shall make available to Trillium for inspection, any and all pertinent records, files, documents, information, and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Provider or any of its Sub-Contractors, agents, employees, or other parties. Provider shall maintain, keep, and preserve all such records for not less than a period of seven (7) years or such longer period as may be required by applicable law and make the same available, upon written request, to Trillium, or its duly authorized representative. In addition, Provider shall make such records available to all applicable state and federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. Trillium may also carry out monitoring and evaluation activities to ensure Provider's compliance with the Program and Provider shall provide, at its expense, copies of all related records produced by or arising out of this Agreement. Trillium reserves the right to conduct annual program evaluations, which will include document reviews associated with the program and program descriptions. The reviews will include scheduled and unscheduled reviews on-site if necessary. If requested by Trillium, Provider shall make available a copy of its policies, procedures, reports and other documents related to performance of its responsibilities to Trillium.

12. **Publicity.**

- a. If applicable, the Parties shall cooperate to create public communications announcing the details of this Agreement.
- b. Provider consents to the announcement of the Agreement by Trillium through various communication vehicles.
- c. Provider shall recognize the Agreement in any public communications or other materials produced regarding the Agreement and shall provide Trillium with a copy of such materials.
- d. Provider shall ensure that Trillium is clearly identified as a supporting organization in any and all publicity, advertising, or news release related to the subject matter of the Agreement.
- e. All proposed Provider communications that contain or use Trillium name(s) or mark(s) shall be submitted first to Trillium for its prior review and written approval.

13. **Written Reports.** The Provider shall submit written reports concerning the manner in which the Agreement funds are expended and detailing the progress of the Agreement's purposes as outlined in and any reporting described in attached SOW(s). Notwithstanding anything

contained herein to the contrary, Provider shall complete all reporting requirements contained in SOW(s) even if such requirements are due to Trillium after the term of the Agreement has expired.

14. **Intellectual Property.** Intellectual property means any patent, copyright, trademark, trade name, service mark, trade dress, trade process, or trade secret, including but not limited to items such as logos and software programs. Nothing herein will be construed as granting any rights or licenses to any intellectual property of the parties. Neither party may use any of the other party's intellectual property without prior written approval. Each party retains all right, title, and interest in and to its intellectual property created before the effective date of this Agreement or otherwise independently of and without reference to the other party's intellectual property.
15. **LIMITATION OF LIABILITY.** The Parties SHALL NOT BE LIABLE TO the other FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IN EXCESS OF THE AMOUNT OF THE AGREEMENT FUNDS CONTEMPLATED BY THIS AGREEMENT. FURTHER, IN NO EVENT SHALL the Parties BE LIABLE TO the Other, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify and hold each other and its members, directors or trustees, officers, employees and agents harmless from and against any and all claims, demands, liabilities, damages, judgments and expenses, including reasonable attorneys' fees (collectively, "Damages") to the extent that such Damages arise from or relate to any breach of any of the terms of this Agreement or result from any negligent acts or omissions by the indemnitor, its employees or agents in performing hereunder. The liability of the Provider is subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute. This Section 14 shall survive the termination of this Agreement.
17. **Insurance.** During the term of this Agreement, both parties will maintain the following insurance coverage: a) comprehensive liability insurance with limits of at least \$1 million per occurrence and \$2 million aggregate; and b) professional liability insurance with limits of at least \$2 million per occurrence and \$4 million aggregate. Each party agrees to make best efforts to notify the other with at least 30 days' advance notice, and in any event will provide notice as soon as reasonably practicable, before canceling or making any material change to the above policies. The parties agree to provide the certificate of insurance upon request.

SOCIAL DETERMINANTS OF HEALTH AND HEALTH
EQUITY GRANT AGREEMENT BETWEEN TRILLIUM
COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2023

18. **Transferability.** This Agreement is not transferable without the written consent of both parties.
19. **Notices.** All notices, requests and other communications hereunder shall be in writing and will be deemed to have been given on the date of receipt if (i) delivered personally against written receipt, (ii) delivered by facsimile transmission against facsimile confirmation, or (iii) deposited in the U.S. mail, return receipt requested, or (iv) delivered by nationally recognized overnight courier, to the parties at the following addresses or facsimile numbers of the Parties as set forth on the signature page. Either Party may change the name or address to which notices shall be provided to it by notice to the other party in accordance with this Section 17.

<p>For: Provider Mary Rumbaugh Clackamas County, Behavioral Health Division 2051 Kaen Road, Suite #154 Oregon City, OR 97045 MaryRum@clackamas.us 503-406-7005</p>	<p>For: Trillium <u>Orren Johnson</u> <u>Director, Procurement</u> <u>Trillium Community Health Plan</u> <u>555 International Way, Bldg. B</u> <u>Springfield, OR 97477</u> <u>orjohnson@trilliumchp.com</u> <u>541-799-3206</u></p>
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20. **General.**

- a. Entire Agreement; Modification. This Agreement, all exhibits and attachments hereto, which are incorporated herein by this reference, constitute a full and complete expression of the rights and obligations of the parties with respect to the subject matter herein and shall supersede all other understandings and agreements, written or oral, heretofore made by the parties. This Agreement may be amended upon the mutual written agreement of the parties or on thirty (30) days' notice from Trillium to Provider to comply with any agreement entered into between Trillium and OHA or to comply with any change in applicable law or regulation which affects the validity of any portion of this Agreement; provided, however Trillium shall use reasonable efforts to consult with Provider prior to executing any agreement with OHA that may affect this Agreement. If no written objection to such amendment is received within 30 days of the notice, such amendment shall become effective without further action required of Trillium or Provider. If such amendment has a material adverse effect on Provider, Provider may object to the amendment in writing within 30 days of notice of the amendment. If Provider objects, such amendment will not go into effect and Trillium may, in its discretion, terminate this Agreement on 30 days' notice to Provider.
- b. Waiver. No waiver by any Party or any term or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies,

- either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- c. No Assignment; Binding Effect. Neither this Agreement nor any right, interest, or obligation hereunder may be assigned (by operation of law or otherwise) by either Party without the prior written consent of the other Party and any attempt to do so will be void; *provided, however*, that Trillium may, upon notice to Provider but without being obligated to obtain Provider's consent, assign this Provider or any of its rights, interests, or obligations hereunder to an affiliate of Trillium. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.
- d. Independent Contractor. Nothing herein contained shall be deemed to create an agency, joint venture, partnership, or franchise relationship between the Parties. Provider acknowledges that (i) Provider is independent of Trillium, (ii) it is not authorized to act on behalf of Trillium, and (iii) none of its employees or Subcontractor is an employee of Trillium or is entitled to any *Trillium* employment rights or benefits. Provider further acknowledges and agrees that Grantee, on behalf of itself and its employees and Subcontractor, waives any and all rights Provider has, or may have, against Trillium under the Employee Retirement Income Security Act of 1974. Provider shall be solely responsible for any and all tax obligations of Provider arising from or relating to this Agreement, including but not limited to, all city, state, and federal income taxes, social security withholding tax, and other self-employment tax incurred by Provider.
- e. Confidentiality; Privacy. Provider agrees use appropriate safeguards to protect the privacy of individuals to whom Provider owes an obligation of privacy. Such actions shall include, without limitation, keeping information confidential and complying with the provisions of all applicable federal, state or local laws, regulations, ordinances and the Business Associate Agreement regarding confidentiality and Privacy Standards of such information. Provider also agrees to use or disclose confidential information to perform functions, activities, or services for the Provider and to release such information only in accordance with applicable federal and/or state law or pursuant to court orders or subpoenas.
- f. Notice to Participants. Provider shall notify any person who receives services under this grant, either directly or indirectly, that their demographic information and participation in the program is shared with Trillium. Provider shall maintain records of the notice and provide to Trillium upon its request.
- g. Nondiscrimination. Provider agrees not discriminate in its provision of Services to Trillium Members on the basis of: race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical

- condition or history, age, genetic information, source of payment, claims experience, receipt of health care, mental or physical condition, disability or illness, evidence of insurability, including conditions arising out of acts of domestic violence (42 CFR 422.110) or any other characteristic or classification deemed protected under state or federal law; and subject to this Agreement, Provider will provide Services to Trillium Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Plan clients of Provider consistent with existing medical ethical/legal requirements for providing continuity of care to any client.
- h. Governing Law. Governing Law; Attorney Fees. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Trillium consents to personal jurisdiction in the State of Oregon. Venue for any dispute arising out of this Agreement or the subject matter hereof, or related directly or indirectly to the foregoing, will be in the State of Oregon. In the event of any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- i. Severability. In the event that any term or provision of this Grant is later determined to be invalid, void, or unenforceable, in any respect and for any reason, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.
- j. Force Majeure. Except as otherwise provided, neither Party shall be liable to the other for any delay in, or failure of, performance of any requirement contained in this Grant caused by force majeure. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, strikes, failure of transportation, or other causes that are beyond the reasonable control of the Party affected and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Dates or times of performance including the Term of this Grant may be extended to account for delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- k. Survival. Rights and obligations under this Grant which by their nature should survive, including, but not limited to any indemnities, limitation of liabilities, audit of records, and confidentiality and privacy, will remain in effect after termination or expiration hereof.

SOCIAL DETERMINANTS OF HEALTH AND HEALTH
EQUITY GRANT AGREEMENT BETWEEN TRILLIUM
COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2023

1. Authorization. The undersigned signatories represent and warrant that they each have full authority to execute this Agreement according to its terms and the power to bind each party to the obligations undertaken herein.

IN WITNESS WHEREOF, Provider and Trillium hereby agree that they have read, fully understand and accept the terms and conditions set forth in this Grant.

Provider:
Clackamas County

Trillium:
Trillium Community Health Plan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
STATEMENT OF WORK
BETWEEN
TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY (SDOH-E
Partner Agreement)**

1. SOW Effective Date and Duration. This SOW shall commence on Agreement Effective Date and shall terminate on December 31, 2025, unless otherwise extended by both parties in writing.

2. Description and Scope of Project.

A. Provider is an organization engaged in the business of connecting community members with immediate and long-term options for improving mental health: Behavioral Health coordination, assessment, and outreach and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.

B. Relationship, if any, between Provider and Trillium (e.g., ownership, governance board, existing contractual relationships, or CAC membership): Clackamas County is contracted with Trillium for behavioral health Services, Crisis Services, and FQHC provider services. Clackamas County also has a representative on Trillium's North Board of Directors.

C. SDOH-E Partner Organization Domain Target(s):

Economic Stability

Subcategory:

Neighborhood and Built Communities

Subcategory:

Education

Subcategory:

Social and Community Health:

Subcategory:

Housing-related services and supports

Subcategory: Center for Treatment and Recovery

D. Program Summary:

Clackamas County is working on a new project titled the 'Clackamas Center for Treatment and Recovery'. This project will include 'ground-up development of ASAM 3.5 SUD Residential Treatment Beds and also SUD Recovery Housing in a new facility. Clackamas county released a Notice of Funding Opportunity at the end of June 2024 to identify a vendor that can help with program design. Clackamas County has identified a program site and will move to purchase the site in July 2024. Provider has existing funding commitments from the Supported Housing Services Measure 26-210 and also restricted settlement funds from the county financial assistance agreement.

E. Services to be Provided:

The Provider will use grant funds to support capitol expenses for the recovery units included in the new Clackamas Center for Treatment and Recovery program site. Recovery units are expected to include both withdrawal management and residential beds, and housing units that will be transitional and recovery oriented. The capitol expenses may include demolition and reconstruction of the program site.

F. Specific, Measurable, Achievable, Relevant and Time-based (SMART) Objectives (Intended outcomes)

Within the timeframe of the agreement, funding will be used for capital improvements or for capital investments for the Center for Treatment and Recovery (Recovery) Center to assist Clackamas County residents, including those on Trillium Community Health Plan, to achieve their goals of recovery from substance use disorders. Provider will submit to Trillium key milestones and dates for the completion of construction work on the recovery unit by January 31, 2025 that will serve as the objectives for this grant.

G. Targeted Population. Include identifying characteristics of target population (e.g. demographics) and # of Members and/or community members projected to be served): Community members needing substance use treatment services

H. Will Trillium Identify and Refer Members as Needed? No.

I. Area/Region Covered:). Clackamas County

J. Alignment with Community Health Improvement Plan (CHP).

The creation of a recovery center, which would help adults struggling from substance use disorders, was a key recommendation coming out of the Clackamas Addictions Recovery Summit. That summit, held last September, brought together local, national, and international experts on addiction and homelessness. A recovery center is a key component of the county's recovery-oriented system of care (ROSC), passed by resolution by the Board of County Commissioners in April 2023. The

center will provide a comprehensive range of services and supports included detox, residential treatment, outpatient services, job skills, transitional housing, and care coordination to help individuals return to the community.

3. Services and expenses under this Agreement do not include:

- a. Medicaid-covered services
- b. Funds cannot be used for SUD-waiver covered housing benefits or HRSN housing benefits for populations at risk of homelessness (starting November 2024) or homeless populations.
- c. Any covered services or benefits in Oregon’s Substance Use Disorder (SUD) waiver (housing or employment supports for eligible members) or 1115 Medicaid waiver (health-related social needs services for eligible members, beginning in 2024).
- d. Any activities, projects or initiatives targeted exclusively at delivery of health care or expanding access to care;
- e. Expenses that have been reported separately, such as health-related services (HRS) or in lieu of services (ILOS) — CCOs may not double-count spending;
- f. General administrative costs that are not directly related to a SDOH-E and/or health disparities initiative;
- g. General administrative costs that are otherwise necessary for the regular business operations of the CCO and compliance with federal/state requirements (for example, providing interpreters), including any staffing required by contract (for example, traditional health worker liaison);
- h. Sponsorships or advertising;
- i. Equipment or services to address an identified medical need (for example, corrective lenses, specialized clothing);
- j. Member incentives (for example, gift cards for accessing preventive services);
- k. Costs for SDOH-E related research in which findings are only used internally, only used by another private entity, or are proprietary;
- l. Educational or promotional items or goods for general distribution through a health fair or other event not targeted at populations experiencing health disparities;
- m. Political campaign contributions; or
- n. Advocacy specific to CCO operations and financing (as opposed to advocacy for policy that advances SDOH-E objectives).

4. Reporting and Evaluation.

- a. Expense Reports: Provider is responsible for submitting quarterly categorized expense reports of the funding described in Section 5 of this Exhibit A. The categorized expense report shall be sent to Trillium on a template provided by

Trillium. Any changes to the template shall be mutually agreed upon by the Provider and Trillium. Reporting shall be provided within 30 days after the end of each quarter.

- b. **Activity and Data Reports.** Reports shall be provided in a mutually agreeable file format and structure.
- **Data Elements.** Reporting shall be provided by Provider to Trillium on a semi-annual basis on halfway through the project and at project completion, the data elements listed in this Section 4. The data elements to be shared by Provider with Trillium are as follows:
 - **Data element 1:** Provider shall complete and return to Trillium a Community Impact Tracking Tool, provided by Trillium, which includes information about the Provider's organization and aggregated information about the community the Provider serves. Progress towards SMART Objectives shall be included in the Community Impact Tracking Tool.
 - **Data element 2:** Completed Deliverables are indicated, and the timeline is outlined in Project Phase 3.

No protected health information or personally identifiable information shall be communicated to Trillium or to Provider. All information provided shall be de-identified and reported in aggregate results.

- i. **Outcomes.** Provider, on behalf of Trillium, shall collect and report data related to outcomes as follows:

Trillium will meet twice annually with Provider to discuss Data Elements listed in this Section 4 and Services provided to assess community impacts of the Services. Trillium reserves the right to increase meeting frequency to address use of funds, delayed progress towards objectives in this Agreements, or any non-compliance with the terms of this Agreement.

- 5. Compensation.** Trillium shall pay Provider for Services at the rate set forth in Section 5.a. below.

- a. **Payment Rate.** Subject to Trillium's compliance with the payment schedule described in Section 5.b. below, and provided Provider is in compliance with the terms of the Agreement, Trillium will pay Provider a one-time payment of one hundred eighty thousand dollars (**\$180,000.00**).

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- b. **Payment Schedule.** Trillium shall pay Provider for Services within sixty (60) days following receipt of Vendor’s invoice submitted in accordance with Section 8 of the Agreement.
- c. **Contingencies.** Compensation described in Section 5 for Services described in Section 3 are contingent upon (i) OHA’s approval of Trillium’s 2024 SHARE Initiative Spending Plan, or, (ii) if Trillium’s 2024 SHARE Initiative Spending Plan has been approved by OHA prior to the Agreement Effective Date, OHA’s approval of an updated SHARE Initiative Spending Plan. OHA’s review of Trillium’s SHARE Initiative Spending Plan is expected to be completed within 30 days of submission by Trillium to OHA.
6. **Grant Budget:** Grant funding shall not exceed **\$180,000.00** and will be paid as outlined in Section 5 of this Exhibit A. Grant funding shall be used for the purposes of providing the Services described in this Exhibit A and as listed in the Grant Expenses. Any changes to the use of funds must be approved by Trillium. Expenses for this grant are as follows:

<u>Grant Expenses</u>	<u>Amount Awarded</u>
Capital Expenses for Clackamas Center for Treatment and Recovery	\$180,000.00
TOTAL	<u>\$180,000.00</u>

Financial Assistance Application Lifecycle Form

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

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

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

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

****CONCEPTION****

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

Direct Appropriation (no application)

Award type: Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	240 - H3S Behavioral Health
Name of Funding Opportunity:	Social Determinants of Health & Health Equity Grant - Recovery Center Capital Funds

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

Requestor Information: (Name of staff initiating form)	Mary Rumbaugh
Requestor Contact Information:	MaryRum@clackamas.us; 503-742-5305
Department Fiscal Representative:	Allie Alexander; AAlexander@clackamas.us
Program Name & Prior Project #: (please specify)	Recovery Center

Brief Description of Project:

As a result of the alarming drug crisis – fueled by fentanyl and other dangerous drugs – the Clackamas County Board of Commissioners has focused its attention on increasing access to services for individuals living with substance use disorders. In April 2023, the Board approved a resolution that serves as a framework to guide the County on issues related to individuals experiencing homelessness who experience drug addiction and mental illness. This framework evolved into a call to action that led the Board to host the Clackamas County Addictions Recovery Summit in September 2023 with experts from Oregon, Canada, California, and Texas. A key recommendation from the Summit was to create a recovery-oriented center/campus that includes a continuum of services for people living with addiction.

Staff recommended a campus model with services provided in a single location. Staff identified the site of the former Clackamas Elementary School (15301 SE 92nd Avenue, Clackamas) as well suited for this purpose. On Oc

Name of Funding Agency: Trillium Community Health Plan, Inc.

Notification of Funding Opportunity Web Address:

OR

Application Packet Attached: Yes No

Completed By: Angie Russell Date: November 21, 2024

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

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

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	November 20, 2024
Announcement Date:	November 20, 2024	Announcement/Opportunity #:	N/A
Grant Category/Title	Social Determinants of Health & Health Equity Grant	Funding Amount Requested:	\$180,000.00
Allows Indirect/Rate:	No	Match Requirement:	No
Application Deadline:	N/A	Total Project Cost:	\$15,000,000 to \$40,000,000
Award Start Date:	Upon grant agreement signature	Other Deadlines and Description:	N/A
Award End Date	December 31, 2025		
Completed By:	Angela Brink	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

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

Funding has been secured from ARPA (\$1M), Behavioral Health post-settlement funds (\$1M), and Supported Housing Funds (\$1.5M). Additional funds committed include Federal earmark (\$2.5M), and, if approved by the Board, Supported Housing Services Funds (\$8.5M). Additional funds are being sought from Health Share, CareOregon, Opioid Settlement, and the state.

How much General Fund will be used to cover costs in this program, including indirect expenses?

No General Fund committed to this project at this time.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

Behavioral Health has committed \$1,000,000 from Division Fund Balance (post-settlement funds).

In the next section, limit answers to space available.

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed)	Date	Signature
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** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Mary Rumbaugh

11.25.2024

Mary Rumbaugh

Digitally signed by Mary Rumbaugh
Date: 2024.11.25 17:04:42 -08'00'

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson

Nov 26, 2024



Denise Swanson (Nov 26, 2024 16:25 PST)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Nov 27, 2024



Name (Typed/Printed)

Date

Signature

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

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

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

For applications \$150,000 and below:

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

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

Department: keep original with your grant file.











H3S-BH-Fund 240_H3SBHTrilliumCommunityHealthPlanInc11933 Lifecycle MR signed

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqsGx7u2iTv18UwI7iBaCSjbLG7y_5YdO

"H3S-BH-Fund 240_H3SBHTrilliumCommunityHealthPlanInc11933 Lifecycle MR signed" History

-  Document digitally presigned by Mary Rumbaugh (maryrum@clackamas.us)
2024-11-26 - 1:04:42 AM GMT- IP address: 198.245.132.3
-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-11-27 - 0:11:14 AM GMT- IP address: 198.245.132.3
-  Document emailed to dswanson@clackamas.us for signature
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2024-11-27 - 0:23:18 AM GMT- IP address: 168.151.103.39
-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2024-11-27 - 0:25:18 AM GMT- IP address: 172.223.197.184
-  Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2024-11-27 - 0:25:20 AM GMT - Time Source: server- IP address: 172.223.197.184
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
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2024-11-27 - 6:58:41 AM GMT- IP address: 104.28.116.86
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2024-11-27 - 6:56:43 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2024-11-27 - 6:56:43 PM GMT