

April 18, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Revenue Grant Agreement with Trillium Community Health Plan for the 23-Hour Crisis Receiving and Stabilization Center. Agreement value is \$179,607 for 9 months. Funding is through the Oregon Health Plan. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues April 16, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Mary Rumbaugh	<b>Contact Phone</b>	503-742-5305

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of a revenue agreement with Trillium Community Health Plan for the 23-Hour Crisis Receiving and Stabilization Center.

In response to the community need for rapid behavioral health assessment and crisis stabilization, the Health, Housing and Human Services Department (H3S) and the Clackamas County Sheriff's Office (CCSO) have collaborated to develop a 23-hour crisis stabilization center and short-term housing in the former Women's Center building at 9200 SE McBrod Avenue in Milwaukie. Following building remodel, the center will provide short-term crisis assessment to adults experiencing the acute phase of a behavioral health crisis with the primary aim of diverting individuals from jail and emergency department, reducing unnecessary utilization of public safety resources and hospital admissions across Clackamas County, and stabilization services through access to medium and long-term supports for individuals in their recovery journey.

In alignment with 2018 House Bill 4018 and the Supporting Health for All through Reinvestment Initiative program, Trillium supports initiatives intended to improve Trillium member and community health. Through this agreement, \$179,607.00 will be allocated to the 23-Hour Crisis Receiving and Stabilization Center.

The funding through this Contract expires on December 1, 2024.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
 Director of Health, Housing and Human Services

For Filing Use Only



# 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

<b>Lead Fund # and Department:</b>	240 H3S - Behavioral Health
<b>Name of Funding Opportunity:</b>	23-Hour Crisis Stabilization Center and Program

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:	Kim Russell; KRussell@clackamas.us, 503-742-5318
Program Name & Prior Project #: (please specify)	Crisis Stabilization

### Brief Description of Project:

In response to community need for rapid behavioral health assessment and crisis stabilization, the Health, Housing and Human Services Department (H3S) and the Clackamas County Sheriff's Office (CCSO) have collaborated to develop a 23-hour crisis stabilization center and short term housing in the former Women's Center building at 9200 SE McBrod Avenue in Milwaukie. Following the remodeling of the building, the center will provide short-term crisis assessment to adults experiencing the acute phase of a behavioral health crisis with the primary aim of diverting individuals from jail and emergency department, reducing unnecessary utilization of public safety resources and hospital admissions across Clackamas County, and stabilization services through access to medium and long-term supports for individuals in their recovery journey.

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

Notification of Funding Opportunity Web Address: Trillium Community Health Plan, Inc., 13221 SW 68th Parkway#200, Tigard, OR 97223

**OR**

Application Packet Attached:                      Yes                       No

Completed By: Angie Russell                      Date: January 2, 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:	December 11, 2023
Announcement Date:	N/A	Announcement/Opportunity #:	N/A
Grant Category/Title	N/A	Funding Amount Requested:	\$179,607.00
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	N/A	Total Project Cost:	\$4,279,607.00
Award Start Date:	December 1, 2023	Other Deadlines and Description:	<b>N/A</b>
Award End Date	December 1, 2024		
Completed By:	Kim Russell	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

Additional funding sources available to fund this program? Please describe:  
CareOregon, Inc. is providing \$3,100,000 and Behavioral Health is contributing \$1,000,000.

How much General Fund will be used to cover costs in this program, including indirect expenses?  
No General Fund will be utilized for this program.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?  
Behavioral Health's \$1,000,000 will come from fund balance which is derived from OHA CMHP 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:

Mary Rumbaugh

3.21.2024

Mary Rumbaugh

Digitally signed by Mary Rumbaugh  
Date: 2024.03.21 14:51:36 -07'00'

Name (Typed/Printed)

Date

Signature

**\*\* 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

3.21.24

Mary Rumbaugh Digitally signed by Mary Rumbaugh  
Date: 2024.03.21 14:51:15 -07'00'

Name (Typed/Printed)

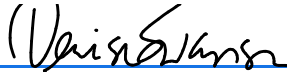
Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson

Mar 28, 2024

  
Denise Swanson (Mar 28, 2024 14:56 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Mar 29, 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](mailto: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](mailto: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](mailto:financegrants@clackamas.us)  
when fully approved.

Department: keep original with your grant file.

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

2023

---

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

This Social Determinants of Health and Health Equity Grant Agreement (the “Agreement”) is made and entered into as of December 1, 2023 (the “**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**”). 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:

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

2023

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 1, 2024
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

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

2023

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](mailto:Oregon_Market_AP@TrilliumCHP.com)

If by U.S. mail, to:

**Trillium Community Health Plan, Inc.**

**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)

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

2023

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.** Trillium reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Provider. 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. Provider hereby agrees that it shall have no right against Trillium in the event Trillium exercises its termination rights under this Agreement. Provider hereby waives 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.** TRILLIUM SHALL NOT BE LIABLE TO PROVIDER 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 TRILLIUM BE LIABLE TO PROVIDER, 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.** The parties mutually agree to indemnify and to hold each other (including their officers, agents and employees) harmless against any and all claims, demands, damages, liabilities, costs incurred by the other party arising out of or in connection with, either directly or indirectly, the breach of this Agreement or willful misconduct of the indemnifying party or its employees or agents. The parties' indemnification obligations are only to the extent caused by the indemnifying party's breach of this Agreement or willful misconduct and the principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision. Provider's indemnification and defense obligations are subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act.
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. Provider may satisfy this obligation through its self-insurance.
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.

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

2023

<p><b>For: Provider</b> <u>Kim Russell</u> <u>Administrative Services Manager</u> <u>Clackamas County, Behavioral Health</u> <u>Division</u> <u>2051 Kaen Road, Suite #154</u> <u>Oregon City, OR 97045</u> <u>KRussell@clackamas.us and</u> <u>BHContracts@clackamas.us</u> <u>503-742-5318</u></p>	<p><b>For: Trillium</b> <u>Orren Johnson</u> <u>Director, Procurement</u> <u>Trillium Community Health Plan, Inc.</u> <u>555 International Way, Bldg. B</u> <u>Springfield, OR 97477</u> <u>orjohnson@trilliumchp.com</u> <u>541-225-1316</u></p>
--	---

**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.

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

2023

- 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,

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

2023

- 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 any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other its costs and reasonable attorney fees, through appeal.
- 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.

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

---

2023

- 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.
  
- l. 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.

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

2023

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Trillium:**

Trillium Community Health Plan, Inc.

By: Justin T. Lyman  
Justin T. Lyman (Mar 15, 2024 06:14 PDT)

Name: Justin T. Lyman

Title: CFO

Date: Mar 15, 2024

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

2023

EXHIBIT A  
STATEMENT OF WORK  
BETWEEN  
TRILLIUM COMMUNITY HEALTH PLAN, INC. 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 1, 2024 unless otherwise extended by both parties in writing.
  
2. **Description and Scope of Project**
  - a. **Provider is an organization engaged in the business of:** County government. Their mission is to provide active and responsible leadership through focused investments, innovative partnerships, and citizen empowerment to create healthy, safe, and sustainable communities. Provider’s activities are based on the following principle: Focus on jobs and a vibrant economy for all communities; keep vulnerable residents safe and healthy; and foster a culture of trust, communication, diversity, and innovation. Provider’s key focus areas are: Keep our residents safe, healthy and secure; create a network of vibrant communities; and provide financial stability and leadership.
  
  - b. **Relationship, if any, between Provider and Trillium (e.g., ownership, governance board, or CAC membership):** Provider serves on Trillium’s North Board of Directors
  
  - c. **SDOH-E Partner Organization Domain Target(s):**
    - Economic Stability
    - Neighborhood and Built Communities
    - Education
    - Social and Community Health:
      - Subcategory: Civic participation/community engagement
    - Housing-related services and supports
  
  - d. **Program Summary:** The scope of the project is to fund capital improvements to the former Women’s Center Building in Milwaukie, Oregon to open a 23-hour Clackamas County Stabilization Center (the “Center”) in partnership with Clackamas County Sheriff’s Office and Clackamas County Health, Housing, and Human Services.

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

2023

- 
- e. **Services to be Provided:** Funding will be used to retrofit the former Women’s Center Building in Milwaukie to open the Center, including enabling access by members with disabilities, primarily behavioral health conditions. Once operational, the Center will provide a safe supportive environment and compassionate care to provide stabilization through access to medium and long-term social determinants of health resources to support community members in their recovery journey. The Center will provide voluntary assessment, stabilization, clearly defined measurable interventions, and connection to the appropriate level of care on site. Referrals will be walk-in, voluntary drop-off by community-based organizations, mobile crisis teams, and law enforcement. The building will provide two support interventions: 23-hour receiving center and short term stabilization/shelter for individuals who will require longer than 23 hours to stabilize and connect with social determinants of health resources. Funding under this SOW will not be used for covered benefits, including Health Related Social Needs (HRSN) .
  
  - f. **Specific, Measurable, Achievable, Relevant and Time-based (SMART) Objectives (Intended outcomes):** Capital improvement to existing building with a focus on a trauma informed environment while ensuring safety of the individual served and staff. Expected opening is late Fall 2024. Provider will submit additional milestones once a subcontractor is identified for construction, no later than March 15, 2024.
  
  - g. **Targeted Population (i.e., #Members/Community Members):** Community members. Eight (8) participant capacity at one time once the Center is operational.
  
  - h. **Will Trillium Identify and Refer Members as Needed?** Yes
  
  - i. **Area/Region Covered:** Clackamas County
  
  - j. **Alignment with Community Health Improvement Plan (CHP).** Behavioral Health. The Tri-County Community Health Improvement Plan includes focus areas of improving integration between behavioral health and other types of care.
3. Services and expenses under this Agreement do not include:
- a. Medicaid-covered services
  - b. 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 November 2024).
  - c. Any activities, projects or initiatives targeted exclusively at delivery of health care or expanding access to care;
  - d. Expenses that have been reported separately, such as health-related services (HRS) or in lieu of services (ILOS) — CCOs may not double-count spending;
  - e. General administrative costs that are not directly related to a SDOH-E and/or health disparities initiative;



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

2023

- f. 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);
- g. Sponsorships or advertising;
- h. Equipment or services to address an identified medical need (for example, corrective lenses, specialized clothing);
- i. Member incentives (for example, gift cards for accessing preventive services);
- j. Costs for SDOH-E related research in which findings are only used internally, only used by another private entity, or are proprietary;
- k. Educational or promotional items or goods for general distribution through a health fair or other event not targeted at populations experiencing health disparities;
- l. Political campaign contributions; or
- m. 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. Reporting shall be provided on a semi-annual basis on July 1st and January 3rd annually until project is completed and shall include the data elements listed in this Section 4. Reports shall be provided in a mutually agreeable file format and structure.
  - i. Data Elements. 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.

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.

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

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

2023

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.

- c. **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 \$179,607
- d. **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.
- e. **Contingencies:** Compensation described in Section 5 for Services described in Section 3 are contingent upon OHA’s approval of Trillium’s 2023 Annual SHARE spending plan. OHA’s review of Trillium’s SHARE spending plan is expected to be completed by January 31, 2024.

**6. Grant Budget:** Grant funding shall not exceed \$179,607.00 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 repairs and building improvements	\$ 179,607
<b><u>TOTAL</u></b>	<b><u>\$179,607</u></b>

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

2023

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into December 1, 2023 (the "Effective Date"), by and between Centene Corporation, a Delaware corporation, on behalf of itself and its corporate affiliates (the "Covered Entity"), and Clackamas County, a political subdivision of the State of Oregon organization (the "Business Associate") and amends any Primary Agreement for the purpose of outlining the parties' obligations under and supporting the parties' compliance with HIPAA Rules and other applicable law. The Covered Entity and the Business Associate may each be referred to individually as a "party" or jointly as the "parties." Capitalized terms not otherwise defined in this agreement will have the meanings assigned in section 8.0 of this agreement.

Agreement

The Covered Entity and the Business Associate agree to the terms and conditions set forth in this agreement and all Attachments, Exhibits, and Schedules attached to this agreement, including, without limitation, Attachment A – General Terms and Conditions.

BUSINESS ASSOCIATE:

Clackamas County

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Notice address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COVERED ENTITY:

Centene Corporation

By: Justin T. Lyman  
Justin T. Lyman (Mar 15, 2024 09:14 PM)

Name: Justin T. Lyman

Title: CFO

Date: Mar 15, 2024

Notice address:

Centene Corporation  
8735 Henderson Road  
Tampa, Florida 33634  
Attention: Chief Security & Privacy Officer

With a copy to:

Centene Corporation  
8735 Henderson Road  
Tampa, Florida 33634  
Attention: Legal Department – BAA

Attachment A

**General Terms and Conditions**

1.0 **Obligations of Business Associate.** Business Associate agrees to:

1.1 Not Use or Disclose Covered PHI other than as permitted or required by this agreement or as Required By Law;

1.2 Use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to (a) prevent Use or Disclosure of Covered PHI other than as provided for by the Primary Agreement; and (b) limit the incidental Use or Disclosure of Covered PHI;

1.3 Report to Covered Entity (a) any Use or Disclosure of Covered PHI not provided for by this agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, (b) any Security Incident of which it becomes aware, or (c) any other violation of this agreement, and (d) any Individual affected by such Breach, Security Incident, or violation, in each case within 48 hours of its discovery (collectively, a “**Notification of Violation**”);

1.4 Fully cooperate, coordinate with and assist Covered Entity in gathering information and documents (a) necessary to notify the affected individuals following a Breach to ensure that all such Breach notices are sent without unreasonable delay, and in no case more than 60 days after discovery of the Breach and (b) in connection with any request by a federal or state governmental authority or any governmental investigation, complaint, action or other inquiry;

1.5 Be solely responsible for all costs and expenses incurred as a result of a Breach, including costs associated with mitigation, preparation and delivery of notices to affected Individuals;

1.6 Maintain the capability to identify the Covered Entity to which the Breached information relates if Business Associate creates, receives, maintains, or transmits Protected Health Information on behalf of other covered entities in addition to Covered Entity;

1.7 If applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Covered PHI from or on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2);

1.8 Make available Covered PHI in a Designated Record Set to the Individual or the Individual’s designee as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524, and maintain related documentation for the longer of the requirements set forth in 45 C.F.R. § 164.524(e) or the record retention requirements set forth in an applicable Primary Agreement;

1.9 Ensure that Covered PHI is available in an electronic format, in accordance with 45 C.F.R. § 164.524, as long as the request is made in accordance with HIPAA;

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

2023

1.10 Promptly make any amendment(s) to Covered PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526, and maintain related documentation for the longer of the requirements set forth in 45 C.F.R. § 164.526(f), or the record retention requirements set forth in an applicable Primary Agreement;

1.11 Maintain and make available information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528, and notify Covered Entity within 5 days from the date Business Associate receives any request for an accounting of Disclosures directly from an Individual;

1.12 Maintain any Designated Record Set for a period of 3 years and make such Designated Record Set available to Covered Entity upon request in an electronic and written format so that Covered Entity may meet its Disclosure accounting obligations under 45 C.F.R. § 164.528;

1.13 Document any Disclosure of Covered PHI and information related to such Disclosure as required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information for the longer of the requirements set forth in 45 C.F.R. § 164.528(d) or the record retention requirements set forth in the Agreement;

1.14 Comply with the prohibition of sale of Protected Health Information without authorization unless an exception under 45 C.F.R. § 164.508 applies;

1.15 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

1.16 Make its internal practices, books, and records available to the Covered Entity and the Secretary for purposes of determining compliance with the HIPAA Rules;

1.17 Comply with any requirements of state law (including the requirements of any contract between Covered Entity and a state government entity of which the Covered Entity makes the Business Associate aware) including those that may be more restrictive than the requirements of the HIPAA Rules and other applicable laws, which may include notification timelines shorter than those set forth in this agreement and additional consent requirements for Use or Disclosure of Protected Health Information; and

1.18 Ensure that the Business Associate's agents or subcontractors agree in writing to obligations substantially similar to those in this agreement to the extent they Use or Disclose Covered PHI on behalf of the Business Associate.

**2.0 Permitted Uses and Disclosures by Business Associate.** Business Associate agrees that it:

2.1 May Use or Disclose Covered PHI only (a) as expressly provided for in an Primary Agreement; (b) as expressly permitted in writing by an authorized representative of the Covered Entity;

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

2023

(c) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; or (d) as Required By Law;

2.2 Shall limit the Use and/or Disclosure of Protected Health Information to the minimum amount of information necessary, consistent with the HIPAA Rules, to accomplish the intended purpose of the Use or Disclosure;

2.3 Will make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures; and

2.4 May not Use or Disclose Covered PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity; and

2.5 May not de-identify Covered PHI or provide Data Aggregation services other than as set forth in sections 2.1(a) or 2.1(d).

3.0 **Obligations of Covered Entity.** Covered Entity will notify Business Associate of:

3.1 Any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Covered PHI;

3.2 Any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Covered PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of Covered PHI; and

3.3 Any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Covered PHI.

4.0 **Breach.** Following a Notification of Violation or if Covered Entity otherwise reasonably believes the Business Associate has materially breached this agreement and Covered Entity believes a cure is possible, Business Associate will submit a plan to cure the violation (the "**Corrective Plan**") within 5 calendar days following notice from Covered Entity. If Covered Entity accepts a Corrective Plan (including any modifications agreed to by the parties), Business Associate will immediately implement the Corrective Plan. If (a) Business Associate fails to immediately implement the Corrective Plan, or Business Associate fails to complete the Corrective Plan as agreed to by the parties, or (b) Covered Entity does not accept a proposed Corrective Plan, or (c) Covered Entity does not believe the violation can be cured, the Covered Entity may terminate this agreement and any Primary Agreement immediately upon written notice to the Business Associate.

5.0 **Term and Termination.**

5.1 This agreement will continue in effect (a) as long as each Primary Agreement remains in effect, (b) until terminated as provided in this agreement, or (c) until the execution of an updated Business Associate Agreement (or similar agreement) that supersedes this agreement.

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

2023

5.2 Upon termination of this agreement for any reason, Business Associate will return or, if requested by Covered Entity, destroy all Covered PHI that the Business Associate maintains in any form. Business associate will retain no copies of the Covered PHI. If Covered Entity determines that return or destruction of Covered PHI is not feasible, then for as long as Business Associate retains Covered PHI: (a) the terms of this agreement will survive and continue to bind Business Associate with respect to any Covered PHI it retains; (b) Business Associate may not Use or Disclose the Covered PHI it retains except as Required By Law; and (c) Business Associate will make Covered PHI available to Covered Entity so that Covered Entity can comply its obligations under the HIPAA Rules. This section 4.3 will survive the termination or expiration of this agreement.

6.0 **Interpretation.** Any ambiguity in this agreement will be interpreted to permit compliance with HIPAA, the HIPAA Rules, the HITECH Act, and other applicable law. If, following the effective date of this agreement, HIPAA, the HIPAA Rules, the HITECH Act, or other applicable law is modified, or additional regulations are issued, this agreement will be automatically amended to comply with modifications or new regulations to which Covered Entity and/or Business Associate are or may be subject.

7.0 **Effect of Amendment.** This agreement replaces in its entirety any previous Business Associate Agreement entered into by the parties in connection with a Primary Agreement. In the event of a conflict between a Primary Agreement and this agreement, this agreement will govern. Except as expressly modified by this agreement, each Primary Agreement remains in full force and effect.

8.0 **Definitions.**

8.1 **“Business Associate”** means a “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, means the Business Associate defined in the preamble.

8.2 **“Covered Entity”** means a “covered entity” at 45 C.F.R. 160.103, and in reference to the party to this agreement, means the Covered Entity defined in the preamble.

8.3 **“Covered PHI”** means Protected Health Information received from or created, maintained, or received on behalf of Covered Entity or one of its affiliates.

8.4 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as subsequently amended.

8.5 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules and the HIPAA Omnibus Rule at 45 C.F.R. Part 160 and Part 164.

8.6 **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5, as subsequently amended.

8.7 **“Primary Agreement”** means any agreement between the parties in connection with which the Business Associates creates, receives, Uses, or Discloses Covered PHI.

8.8 **Other defined terms.** The following capitalized terms used in this agreement have the same meaning as those terms (whether or not capitalized) in the HIPAA Rules: Breach, Data

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

---

2023

Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.



## Russell, Angela

---

**From:** Foreman, Sarah  
**Sent:** Wednesday, March 6, 2024 2:57 PM  
**To:** Russell, Angela  
**Cc:** Counsel Contract Review; Rumbaugh, Mary; H3S - Director's Office - Contracts  
**Subject:** RE: \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Approved.

### *Sarah Foreman*

Assistant County Counsel  
Clackamas County  
2051 Kaen Rd., Oregon City, OR 97045  
P. 503.655.8363 Fax 503.742.5397  
Hours of Operation: Mon-Thurs 7am – 6pm  
[www.clackamas.us](http://www.clackamas.us)

---

**From:** Russell, Angela <[ARussell@clackamas.us](mailto:ARussell@clackamas.us)>  
**Sent:** Thursday, February 29, 2024 9:16 AM  
**To:** Foreman, Sarah <[SForeman@clackamas.us](mailto:SForeman@clackamas.us)>  
**Cc:** Counsel Contract Review <[Counsel-Review@clackamas.us](mailto:Counsel-Review@clackamas.us)>; Rumbaugh, Mary <[MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)>; H3S - Director's Office - Contracts <[H3S-Director'sOffice-Contracts@clackamas.us](mailto:H3S-Director'sOffice-Contracts@clackamas.us)>  
**Subject:** RE: \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Hi Sarah,

Attached please find the updated agreement from Trillium. They accepted the requested edits to indemnification and insurance language, however they stated that they cannot accept mutual limitation of liability and the giver of the grant.

Thank you.

### **Angie Russell**

503-742-5316  
Clackamas County Behavioral Health Division

---

**From:** Foreman, Sarah <[SForeman@clackamas.us](mailto:SForeman@clackamas.us)>  
**Sent:** Wednesday, December 20, 2023 10:31 AM  
**To:** Russell, Angela <[ARussell@clackamas.us](mailto:ARussell@clackamas.us)>  
**Cc:** Counsel Contract Review <[Counsel-Review@clackamas.us](mailto:Counsel-Review@clackamas.us)>; Rumbaugh, Mary <[MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)>; H3S - Director's Office - Contracts <[H3S-Director'sOffice-Contracts@clackamas.us](mailto:H3S-Director'sOffice-Contracts@clackamas.us)>  
**Subject:** RE: \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Hi Angela,  
My redlines are attached. Primarily in the indemnification and insurance portion.

***Sarah Foreman***

Assistant County Counsel  
Clackamas County  
2051 Kaen Rd., Oregon City, OR 97045  
P. 503.655.8363 Fax 503.742.5397  
Hours of Operation: Mon-Thurs 7am – 6pm  
[www.clackamas.us](http://www.clackamas.us)

---

**From:** Russell, Angela <[ARussell@clackamas.us](mailto:ARussell@clackamas.us)>  
**Sent:** Tuesday, December 19, 2023 3:37 PM  
**To:** Foreman, Sarah <[SForeman@clackamas.us](mailto:SForeman@clackamas.us)>  
**Cc:** Counsel Contract Review <[Counsel-Review@clackamas.us](mailto:Counsel-Review@clackamas.us)>; Rumbaugh, Mary <[MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)>; H3S - Director's Office - Contracts <[H3S-Director'sOffice-Contracts@clackamas.us](mailto:H3S-Director'sOffice-Contracts@clackamas.us)>  
**Subject:** RE: \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Hi again Sarah. Well, the password is incorrect. Try: Trackchanges99!

If that doesn't work I have attached a PDF copy that I was able to save without it automatically being protected.

Thank you.

**Angie Russell**

503-742-5316  
Clackamas County Behavioral Health Division

---

**From:** Foreman, Sarah <[SForeman@clackamas.us](mailto:SForeman@clackamas.us)>  
**Sent:** Tuesday, December 19, 2023 10:52 AM  
**To:** Russell, Angela <[ARussell@clackamas.us](mailto:ARussell@clackamas.us)>  
**Cc:** Counsel Contract Review <[Counsel-Review@clackamas.us](mailto:Counsel-Review@clackamas.us)>; Rumbaugh, Mary <[MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)>; H3S - Director's Office - Contracts <[H3S-Director'sOffice-Contracts@clackamas.us](mailto:H3S-Director'sOffice-Contracts@clackamas.us)>  
**Subject:** RE: \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Hi Angela,  
Sorry about the deadline, I just read this. However, I cannot open the document. The password isn't working for me.

***Sarah Foreman***

Assistant County Counsel  
Clackamas County  
2051 Kaen Rd., Oregon City, OR 97045  
P. 503.655.8363 Fax 503.742.5397  
Hours of Operation: Mon-Thurs 7am – 6pm  
[www.clackamas.us](http://www.clackamas.us)

---

**From:** Russell, Angela <[ARussell@clackamas.us](mailto:ARussell@clackamas.us)>  
**Sent:** Wednesday, December 13, 2023 5:08 PM  
**To:** Foreman, Sarah <[SForeman@clackamas.us](mailto:SForeman@clackamas.us)>

**Cc:** Counsel Contract Review <[Counsel-Review@clackamas.us](mailto:Counsel-Review@clackamas.us)>; Rumbaugh, Mary <[MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)>; H3S - Director's Office - Contracts <[H3S-Director'sOffice-Contracts@clackamas.us](mailto:H3S-Director'sOffice-Contracts@clackamas.us)>

**Subject:** \*\*FOR REVIEW\*\* Grant Agreement #11475 - Trillium Community Health Plan, Inc.

Hi Sarah,

Attached for your review please find Grant Agreement (H3S# 11475) with Trillium Community Health Plan, Inc. for one-time funding for capital repairs and improvements to the 23-hour crisis receiving and stabilization center. You will find that Trillium has password protected the document. The password is: Trackingchanges99!

They have requested that we return our edits/comments by Monday, December 18. Their request was acknowledged and they were advised that we would do our best.

Please let us know if you have any questions.

Thank you.

**Angie Russell, Contracts Coordinator**

Pronouns: she/her/hers

Behavioral Health Division

Clackamas County Health, Housing and Human Services Department

2051 Kaen Road, Oregon City, OR 97045

503-742-5316 Office

971-806-4269 Cell

Hours of operation: Mon-Thu, 7 a.m.- 6 p.m.

[www.clackamas.us](http://www.clackamas.us)

Follow Clackamas County: [Facebook](#) | [YouTube](#) | [Nextdoor](#) | [Instagram](#) | [Twitter](#)

This electronic mail contains confidential information that is being transmitted to and only for the use of the recipients named above. Reading, disclosure, discussion, dissemination, distribution, or copying this information by anyone other than the intended recipients, their employees or agents is strictly prohibited. If you received this electronic message in error, please immediately destroy it and contact the sender. The confidentiality of replies to this message cannot be guaranteed unless the replies are encrypted.