

December 5, 2024

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

Board of County Commissioners  
 Clackamas County

**Approval of a Revenue Grant from Trillium Community Health Plan Inc. for housing services under the 1115 Medicaid Demonstration waiver activities. Total Grant Value is \$243,532.66 for 3 years. Funding is through the US Centers for Medicare and Medicaid Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Board approved request to apply, May 23, 2024, Agenda Item 20240523 III.F.2 Agreement briefed at Issues, December 3, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provisions of homeless services		
<b>Counsel Review</b>	Yes: Andrew Naylor	<b>Procurement Review</b>	No
<b>Contact Person</b>	Adam Brown	<b>Contact Phone</b>	971-421-0133

**EXECUTIVE SUMMARY:** The Housing and Community Development Division (HCDD) of the Health, Housing & Human Services requests approval of a Community Capacity Building grant from Trillium Community Health Plan Inc. (Trillium) valued at \$243,532.66 to establish a health-related social needs led agency hub and service delivery system in Clackamas County in preparation for 1115 Medicaid Demonstration waiver funding.

The Federal Medicaid waiver program is focused on health care and housing integration to provide housing and economic stability and improve health outcomes for the most vulnerable residents of our communities. Oregon’s waiver will bring one billion in federal dollars from the Centers for Medicare/Medicaid Services to Oregon for rent and utility assistance, case management, home remediation and modification, and much more.

This Community Capacity Building grant from Trillium will enhance our ability to implement waiver activities in Clackamas County by providing the funding for HCDD staff tasked to effectively integrate this new federal funding into our existing homeless services system and help further expand our recovery-oriented, wrap-around approach through more extensive housing and healthcare system integration.

This grant provides \$243,532.66 in Federal Medicaid waiver pass-through funds from Trillium for 34 months.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners approve the revenue grant agreement (#11917) 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

**GRANT AGREEMENT BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND  
CLACKAMAS COUNTY**

This Grant Agreement (the “Agreement”) is made and entered into as of November 1, 2024 (the “**Effective Date**”), by and between Trillium Community Health Plan, Inc., an Oregon Corporation, on behalf of itself, its subsidiaries and affiliates (“**Trillium**” “or “**Centene**”), and Clackamas County an 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. OHP health care services include Health Related Social Needs (HRSN) benefits, as defined by OHA.
- C. Trillium entered into a grant agreement with OHA whereby OHA provided Trillium funds to administer a Community Capacity Building Funding grant opportunity. The Community Capacity Building Funding grant opportunity was for the purpose of infrastructure funding of investments necessary to 1) create robust, equitable networks of (HRSN) providers across the state and 2) build the necessary capabilities and capacity of community providers. Provider submitted an application to Trillium’s Community Capacity Building Funding Grant opportunity.
- D. Trillium administered a request for applications for the Community Capacity Building Funding grants in 2024. Trillium selected Provider as an awardee of the Community Capacity Building Funding opportunity, and such award was approved by OHA.
- E. Provider hereby accepts such award to provide services described in this Agreement and in substantial alignment with Provider’s application to Trillium’s Community Capacity Building Funding grant opportunity.in accordance with the Statement(s) of Work (“**SOW**”) herewith included in this Agreement.

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**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 the statement of work (“Statement of Work” or “SOW”) attached hereto as Exhibit A (collectively, the “Services”) and comply with all terms and conditions described in this Agreement. Provider will provide status reports reasonable for the services described in the SOW or as specifically set forth in the 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 September 1, 2027 (“Grant End Date”).
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.
  - b. For any funds unspent by the Grant End Date, Provider may:
    - i. Return unspent funding to Trillium, as required under Section 9; or
    - ii. Submit a request to Trillium thirty days (30) days before the Grant End Date, requesting to rollover unspent funding to other allowable uses under the Community Capacity Building Grant terms as defined by OHA. Trillium shall approve such request if request is for allowable uses. Trillium may make such approval contingent on approval from OHA before approving such request.
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.

Notwithstanding anything to the contrary, Provider's obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While Provider will make good faith efforts to perform under this agreement, Provider's disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Provider is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information,

Provider shall notify Trillium within a reasonable period of time of the request. Trillium is exclusively responsible for defending Trillium's position concerning the confidentiality of the requested information. Provider is not required to assist Trillium in opposing disclosure of Confidential Information, nor is Provider required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

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**  
**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.** 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. Provider reserves the right, in its sole discretion, to terminate this Agreement at any time it fails to receive appropriation of funds sufficient to allow Provider to continue to perform under this Agreement. 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, except as described in Section 6, Provider will refund and return to Trillium all funds received within fifteen (15) days, except for:
  - iii. Funds already used for the purposes identified in this Agreement, as of the date of termination; and
  - iv. 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.

#### 10. **Subcontractors.**

- a. Provider may not disburse any Agreement funds received under this Agreement to any person or entity (a "**Subcontractor**") unless (i) Provider's Proposal expressly indicates that Provider will make such disbursements to such Subcontractor, or, (ii) in the event use of such Subcontractor is not addressed in the Provider's Proposal, Provider shall obtain Trillium's written consent, which Trillium may withhold in its sole discretion, before entering into agreements with a subcontractor (including an independent contractor) for the performance of the Services or portion thereof. Trillium may, in its sole discretion and upon thirty (30) days advance notice to Provider, withdraw its consent for the use of a permitted subcontractor and, in such event, Provider must terminate its use of that subcontractor for the Services as soon as practicable. Provider shall ensure that any and all subcontractors are insured in accordance with the insurance requirements in this Agreement and Provider shall be responsible for all acts and omissions of its subcontractors and agents. 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. Subject to applicable law, 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 Agreement 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.** NEITHER PARTY SHALL BE LIABLE, 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.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Provider shall indemnify and hold Trillium and its members, directors or trustees, officers, and employees harmless from and against any and all third-party claims, demands, liabilities, damages, judgments and expenses, including reasonable attorneys' fees (collectively, "Damages") to the extent that such Damages arise from or relate to the negligent acts or omissions of Provider in performing under this Agreement. This Section 14 shall survive the termination of this Agreement.
17. **Insurance.** Provider shall maintain insurance or self-insurance coverage sufficient to satisfy its obligations under this Agreement, including Exhibit C Insurance Addendum.
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



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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.

<b>For: Provider</b> Acacia McGuire Anderson Health and Housing Integration Supervisor 2051 Kean Rd. Suite 239 Oregon City, OR 97045 <a href="mailto:amcguireanderson@clackamas.us">amcguireanderson@clackamas.us</a> 971-710-4068	<b>For: Trillium</b> Orren Johnson Director, Procurement Trillium Community Health Plan 555 International Way, Bldg. B Springfield, OR 97477 orjohnson@trilliumchp.com 541-799-3206
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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. State-Mandated Provisions. Trillium and Provider acknowledge and agree that each is subject to, and shall comply with, the Grant Requirements set forth in Exhibit B to this Agreement.
- f. 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 regarding confidentiality 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.
- g. 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.
- h. 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.
- i. Governing Law. Governing Law; No 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 Clackamas County, Oregon. In any action to enforce the terms of this Agreement, each party shall be responsible for its own attorney fees and costs.
  - j. 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.
  - k. 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.
  - l. 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.
  - m. 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.
  - n. HIPAA. The undersigned parties acknowledge and agree that Provider, acting by and through its Housing and Community Development Division, is not a health care

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provider, business associate, or otherwise subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and any implementing regulations related thereto. Trillium shall not request, and Provider shall not perform, any work that would cause Provider to be subject to HIPAA.

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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  
(CCBF Grant)**

1. **SOW Effective Date and Duration.** This SOW shall commence on Agreement Effective Date and shall terminate on September 1, 2027, unless otherwise extended by both parties in writing.
  
2. **Description and Scope of Project.**
  - a. Provider is an organization engaged in the business of operating the existing housing Continuum of Care (COC) which supports people who are homeless or at risk of becoming homeless who are in all critical life transitions and have various clinical risk factors that meet waiver requirements. This includes Supportive Housing Services (SHS), HUD, Executive Order and other housing services funds. Clackamas County also operates Coordinated Entry in Clackamas County, which is a system-wide process to quickly and equitably coordinate the access, assessment and prioritization for housing services. Coordinated Entry is a natural front door for housing services, including waiver funded housing services as when people are currently in need of housing resources, Clackamas County Coordinated Housing Access (CHA) is typically a first call or inquiry. Clackamas County provides services such as rent assistance, eviction prevention, case management, and other direct housing services through our Social Services and Housing Authority partners. Finally, Clackamas County holds dozens of contracts with Community Based Organizations (CBOs), and will utilize the grant funding to leverage and expand those partnerships as needed for service delivery.
  
  - b. **Relationship, if any, between Provider and Trillium (e.g., ownership, governance board, existing contractual relationships, or CAC membership):** There is an existing and separate relationship between Trillium and Provider.
  
  - c. **Counties Served:** Clackamas County
  
  - d. **Populations to be served.** Please select the populations to be served by your organization. Select only the specific populations you will serve from each list below:

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

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

Priority Populations:

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

e. **Services to be Provided:**

- i. **General Description:** Provider shall use funds to support the development and implementation of HRSN Services as described below:

Provider operates the existing housing system in Clackamas County, which supports people who are homeless or at risk of becoming homeless and who are in all critical life transitions various clinical risk factors that meet waiver requirements. This includes Supportive Housing Services (SHS), HUD, Executive Order and other housing service funds. For the 1115 HRSN housing services to be successful, and not a siloed housing service that does not integrate other needed services such as housing navigation, it is critical that the county have access to all funding streams to develop a person-centered housing plan that would sequence

services for people at risk of homelessness to create and maintain housing stability. This includes integrating other county resources such as aging, I/DD, and behavioral health services. This specific request is for 1 financial analyst who would bill for Medicaid services delivered in Clackamas County including outreach and engagement, tenancy and rent, .5 FTE for data integrity, which would ensure that all needed data is provided from CBOs to CCOs as required by OHA, and 1 occupancy specialist who would provide tenancy supports in the form of landlord verification, engagement and eviction prevention as well as transactional services to pay rent within Clackamas County or our network of CBOs. These are direct service aspects of the overall hub that Clackamas is building.

In addition to the Services described in this Exhibit A, Provider shall provide the services and activities included in Attachment 1 to Exhibit A Statement of Work.

ii. Technology:

- Not Applicable
- Procuring IT infrastructure/data platforms to support HRSN. For example:
  - Authorization of HRSN services
  - Referral to HRSN services
  - HRSN service delivery
  - HRSN service billing
  - HRSN program oversight, monitoring and reporting
- Modifying existing systems to support HRSN
- Development of an HRSN eligibility/services screening tool
- Integration of data platforms/systems/tools
- Onboarding to new, modified, or existing systems (e.g. community information exchange)
- Training for use of new, modified, or existing systems

**Provider shall use funding for Technology as follows: N/A**

iii. Development of Business or Operational Practices:

- Not Applicable
- Development of policies/procedures related to:
  - i. HRSN referral and service delivery workflows
  - ii. Billing/invoicing
  - iii. Data sharing/reporting
  - iv. Program oversight/monitoring



v. Evaluation

vi. Privacy and confidentiality

- Training/technical assistance on HRSN program roles/responsibilities
- Administrative items necessary to perform HRSN duties or expand HRSN service delivery capacity (e.g., purchasing of a commercial refrigerator to expand capacity to provide additional medically tailored meals to qualifying members)
- Planning needs for the implementation of the HRSN program
- Procurement of administrative supports to assist with the implementation of the HRSN program.

**Provider shall use funding for Development of Business or Operational Practices as follows:**

Provider will work with OHA guidance, Coordinated Care Organizations (CCOs), counties and other partners to establish coordinated policies and procedures for HRSN service administration. This is to ensure, particularly in the tri-county area where people frequently move between counties that access points and service delivery will be similar. It will also streamline the process for CCOs, authorizing entities/health plan partners, and CBO partners so that they have a clear understanding of what is required to deliver and document Medicaid services. Capacity is not only staffing, but also policies and procedures that make administration straight forward and less burdensome. This position will provide capacity by assisting to bill for direct services provided by Clackamas County and assist with TA for providers on invoices, billing and data management. Clackamas County has experience establishing many new housing programs which had similar requirements such as the covid rent assistance programs, APRA funding, SHS, and Executive Order funding. In this category, Clackamas County is requesting funding for one Billing Manager and .5 FTE for a data integrity analyst.

**iv. Workforce Development:**

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

- Necessary certifications, training, technical assistance, and/or education for staff participating in the HRSN program (e.g., on culturally competent and/or trauma informed care)
- Privacy/confidentiality training/technical assistance related to HRSN service delivery
- Production costs for training materials and/or experts as it pertains to the HRSN program.

**Provider shall use funding for Workforce Development as follows:**

Provider shall serve as a contract administrator for a diverse network of CBO HRSN providers and a centralized referral point for HRSN services, Clackamas County will need services coordination, and program planner staffing to provide Technical Assistance/Quality Assurance to CBOs providing direct service. This funding is requested to provide direct service to individuals in Clackamas County who need rent check issued when no other capacity may be available, or in the event that there is an emergency/urgent need other service providers cannot meet. Specifically, Clackamas is requesting startup funding for 1 Occupancy Specialist position. This staff will provide tenancy support in the form of landlord engagement, eviction prevention, as well as transactional services such as paying rent in a timely manner. This staff may be managed by Clackamas County as the lead agency hub, or by a contracted CBO. Long term this position should be self-sustaining through billing and if infrastructure funding is sufficient may support the onboarding of more than one staff.

**v. Outreach, Education, and Partner Convening:**

- Not Applicable
- Production of materials necessary for marketing, outreach, training, and/or education
- Translation of materials
- Planning for and facilitation of community-based outreach events to support awareness of HRSN services
- Planning for and facilitation of learning collaboratives or partner convenings
- Community engagement activities necessary to support HRSN program implementation and launch  
(e.g., roundtable to solicit feedback on guidance documents)

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

**Provider shall use funding for Outreach, Education, and Partner Convening as follows: N/A**

- f. **Specific, Measurable, Achievable, Relevant and Time-based (SMART) Objectives (Intended outcomes):** Pending Development.

Provider shall complete the deliverables and reporting requirements included in Attachment 1 to Exhibit A Statement of Work.

3. **Impermissible Uses of Community Capacity Building Funding:** The Provider must not use grant funds for any of the following activities:

- a) Activities for which other federal, state, or local funding is available and allocated for use for the same purposes
- b) Real estate investments, developments and other capital projects
- c) Funding to cover ongoing financial losses
- d) Ongoing lease or utilities payments
- e) Staff time devoted to non-HRSN related responsibilities or services
- f) Debt restructuring and bad debt
- g) Defense and prosecution of criminal and civil proceedings, and claims
- h) Donations and contributions
- i) (Entertainment (e.g., receptions, parties, conferences, sporting events, etc.)
- j) Alcohol
- k) Fines and penalties
- l) Fundraising and investment management costs
- m) Goods or services for personal use
- n) Idle facilities or infrastructure
- o) Interest expense
- p) Marketing materials not otherwise related to HRSN
- q) Lobbying
- r) Memberships and subscription costs not related to HRSN
- s) Patent costs
- t) (Insurance costs (e.g., liability insurance, rental insurance, etc.)
- u) Individual-level incentives

4. **Reporting and Monitoring.**

- 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 Report(s). Provider shall provide activity reporting following the data elements listed in this section and as required by OHA, Provided by Trillium to Provider. Reports shall be provided on an OHA-standardized reporting template provided by Trillium to Provider. If the OHA-standardized reporting template does not include the Data Elements listed below, Reports shall be provided in a mutually agreeable format and structure.
  - i. Activity Report(s) shall be provided by Provider to Trillium on a semi-annual basis by January 31 and July 31 and shall include the data elements listed in this Section 4 and any additional elements required by OHA and provided by Trillium to Provider. The data elements to be shared by Provider with Trillium are as follows:
    - Data element 1: Amount of Community Capacity Building Funding spent during the reporting period and to date.
    - Data element 2: Specific activities and items that Community Capacity Building Funding was used to support during the reporting period. Such activities and related information shall be provided on the Community Impact Tracking Tool template provided by Trillium.
    - Data element 3: Requests to modify activities and the budget, as needed, including the rationale for modification.
    - Data element 4: Attestation that Community Capacity Building Funding has not duplicated funding received from other sources.
  - ii. Reporting requirements included in Attachment 1 to Exhibit A Statement of Work.
- c. Monitoring. Trillium shall monitor Provider's Expense and Activity Reports to ensure compliance with the terms of this Agreement and Trillium's Grant Agreement with OHA. Monitoring activities include, at a minimum:
  - i. Trillium will meet twice annually with Provider to discuss Data Elements listed in this Section 4 and review progress on Services. Trillium reserves the right to increase meeting frequency to address use of funds, delayed

SOCIAL DETERMINANTS OF HEALTH AND HEALTH  
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2023

- progress towards objectives in this Agreements, or any non-compliance with the terms of this Agreement.
- ii. Trillium and Provider shall also meet as required in Attachment 1 to Exhibit A Statement of Work.
  - iii. Trillium may conduct Audits in accordance with Section 11 of the Agreement.
- d. No protected health information or personally identifiable information shall be communicated to a Party by the other Party. All information provided shall be de-identified and reported in aggregate results.
- 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 \$243,532.66.
  - b. **Payment Schedule.** Trillium shall pay Provider for Services following receipt of Provider’s invoice submitted in accordance with Section 8 of the Agreement.
- 6. Grant Budget:** Grant funding shall not exceed \$243,532.66 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>
Development	\$175,587.25
Workforce Development	\$67,945.41
<b><u>TOTAL</u></b>	<b><u>\$243,532.66</u></b>

## **Attachment 1 to Exhibit A Statement of Work**

### **County Housing Hub Services**

Clackamas County will act as a Housing Hub to support housing provider network management functions related to the Health Related Social Need (HRSN) Medicaid housing benefit. This scope of work identifies two specific bodies of work 1) Housing Provider Network Technical Assistance and 2) Network Management Preparation that will be the focus between contract execution and June 30, 2025.

#### **Housing Provider Network Technical Assistance**

Clackamas County will immediately begin partnering with Trillium to provide technical assistance to support housing provider network development and maintenance. Clackamas County will partner with other tri-county partners to make this work a regional approach. A workplan for this scope will be co-developed by Clackamas County and Trillium and agreed upon by November 1, 2024.

#### **Primary Activities:**

- Partner Identification (Timeline: September 2024 and ongoing)
  - Strategically support identification of potential HRSN Service Providers and share name and contact information for organizations interested in contracting with Trillium
  - Develop methodology in partnership with Trillium for estimating and communicating HRSN provider capacity
  - Support identification of network capacity gaps and propose solutions to Trillium
- Provider Readiness Development, Assessment and Onboarding (Timeline: October 2024 and ongoing)
  - Partner with Trillium to review provider readiness assessment used to understand organizational readiness and technical assistance needs
  - Partner with Trillium to support providers in understanding readiness assessment requirements and provide individual and group technical assistance on readiness requirements to support providers to meet readiness
  - Partner with Trillium to co-develop provider onboarding process and content
  - Co-deliver with Trillium all aspects of provider onboarding for HRSN Service Providers
- HRSN Provider Technical Assistance (TA) and Network Convening (Timeline: September 2024 and ongoing)
  - TA topics may include but are not limited to referral management, capacity estimation planning, documentation requirements, invoicing support, reporting, data management, policy and procedure development, etc.
  - Develop approach to documenting and tracking Clackamas County-provided TA

- Identify Provider knowledge gaps and priority or common TA topics and develop standardized materials that can be used regionally to extent possible.
- In partnership with other County Housing Hubs, develop strategy and annual training plan for Provider communities of practice; communities of practice should occur no less than monthly starting January 2025.
- Gain full understanding of housing Provider workflows and be able to support housing Providers in all aspects of referral to service delivery to invoicing including gaining proficiency and understanding of Unite Us /Connect Oregon platform and “Unite Us Payments” technology
- Network Monitoring and Compliance (Timeline: October 2024 and ongoing)
  - Collaborate on identifying and evaluating key metrics for network monitoring
  - Co-develop with Trillium and deliver technical assistance to support providers with HRSN provider requirements such as documentation, invoicing and reporting.
- Coordinated Access Triage Functions (Timeline: October 2024 and ongoing)
  - Refer members who present in the coordinated access system to HRSN Service Providers and/or CCOs for HRSN benefit eligibility screening

### **Network Management Preparation**

Clackamas County will partner with Trillium to build necessary competency and skills with a goal of transitioning full network management functionality and responsibility to Clackamas County by July 1, 2025 or other date as mutually agreed upon by Trillium and Clackamas County.

Primary functions for full network management as of July 1, 2025 will likely include those functions listed below and will be further defined and/or revised over the contract period. Clackamas County and Trillium shall review network management functions monthly and reflect any changes in the agreed-upon workplan.

1. 1. Provider network development, contracting and oversight
2. 2. Member referral to HRSN Service Provider(s)
3. 3. Provider invoice processing and payment
4. 4. Reporting related to HRSN services provided
- 5.
6. With Trillium’s support, Clackamas County will develop a comprehensive workplan to gain competencies to provide above functions and submit to Trillium no later than November 1, 2024, for Trillium’s review and approval. Trillium shall review workplan and (i) provide approval by November 15, 2024, or (ii) provide written feedback to Clackamas County by November 15,

2024 and work with Clackamas County to reach mutually agreed upon workplan by December 15, 2024. Workplan shall include, at a minimum:

- For each Network Management function:
  - o Key tasks to complete, including milestone tasks
  - o Target dates for completion of tasks
  - o External and internal dependencies
  - o Initial assessment of potential risks and how Clackamas County will mitigate the risks to completing the key tasks
  - o How Clackamas County will determine a milestone has been reached
- Resources, FTEs, and cost estimates for providing Network Management services.

### **Reporting and Oversight**

1. Clackamas County will submit workplan to Trillium by November 1, 2024. Updates on workplan status will be shared with Trillium monthly via agreed upon format beginning December 2024. Reports will be due the 5<sup>th</sup> of every month. Workplan updates shall include, at a minimum:

- Status of key tasks (for example: on track, completed, at-risk of not meeting target completion date)
- Update on identified risks and mitigation activities, including any newly identified risks to timely completing the key tasks.

2. On the 5<sup>th</sup> of the month, starting in December 2024, Clackamas County will submit a monthly status report on Technical Assistance activities based on the developed workplan goals. Clackamas County and Trillium will co-develop the format for the status report.



## EXHIBIT B

### GRANT REQUIREMENTS

TRILLIUM COMMUNITY HEALTH PLAN, Inc. ("**Contractor**") has entered into a grant agreement with the State of Oregon ("**State Grant Agreement**"), acting by and through its Oregon Health Authority ("**OHA**"), to administer a funding opportunity ("**Grant Opportunity**"). The State Grant Agreement requires the terms and conditions in this Attachment be incorporated into any subgrants to recipients of grant funding under the Grant Opportunity. This Attachment is incorporated by reference into and made part of the Grant Agreement between Trillium and Provider ("**Recipient**") (the "**Agreement**") with respect to goods and services ("**Services**") rendered under the Agreement by Recipient.

Trillium shall not award Recipient funding under the Grant Opportunity until OHA approves such award. OHA's consent to any subgrant shall not relieve Trillium of any of its duties or obligations under the State Grant Agreement.

In the event of a conflict or inconsistency with any term or condition in the Agreement relating to Services rendered, this Attachment shall control. Any additional regulatory requirements that may apply with respect to Services are set forth in the Agreement.

A. State Grant Requirements. OHA shall receive the benefit of Provider's activity(ies) as if the Provider is Trillium ("**Recipient**" as used in the following sections of this Attachment) with respect to the following provisions included in the State Grant Agreement (section numbering retained from State Grant Agreement. "[ ]" indicates modified language):

1. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section

be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties; Conflict of Interest. a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise. b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

6. Ownership of Work Product. Reserved.

7. Indemnity. RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all

activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance. Recipient shall maintain insurance as set forth in [Section 17 of this Agreement].

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of: a. Six years following final disbursement and termination of this Agreement; b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

14. Subgrant. Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to this Attachment. OHA's consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement.

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

16. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

**B. Federal Terms and Conditions.** General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all

subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations 41 CFR Part 60).
  
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
- 8. Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the ProChildren Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).



**10. Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).

**11. Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosures.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

- (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a

criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

- e. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**14. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

**15. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**EXHIBIT C**

**Insurance Requirements**

- A. During the term of this Agreement, both parties will maintain the following insurance coverage, which may be maintained either through self-insurance, private insurance, or any combination thereof. 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 below policies. The parties agree to provide the certificate of insurance, or self insurance, upon request. The amounts will not be less than those specified below:
1. Comprehensive liability insurance with limits of at least \$1 million per occurrence and \$2 million aggregate
  2. Professional liability insurance with limits of at least \$1 million per occurrence and \$2 million aggregate.
  3. Workers' Compensation and Employers' Liability: Statutory requirements.
- B. Excess/Umbrella Insurance: A combination of self insurance and primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.
- If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.
- C. Additional Insured: excess liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an Additional Insured endorsement specifying Trillium, its officers, employees, and agents as Additional Insureds, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

- D. Provider and its insurers agree to waive any rights of subrogation that Provider may have against Trillium under applicable insurance policies related to the work performed by Provider. Indemnification by Provider shall not be limited or reduced by any insurance coverage limitations. The waiver of subrogation is limited solely to Provider's excess coverage liability, and not with respect to Provider's self-insurance.
- E. Continuous Claims Made Coverage: If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:
- (i) Provider 's completion and Trillium's acceptance of all Services required under the Agreement, or
  - (ii) Trillium or Provider termination of this Agreement, or
  - (iii) The expiration of all warranty periods provided under this Agreement.
- F. Notwithstanding any insurance coverages of Provider, nothing in this Insurance Addendum shall be deemed to limit or nullify Provider's indemnification obligations under the Agreement. Provider agrees that it shall work solely at Provider's risk.
- G. Provider shall make certain that any and all subcontractors hired by Provider are insured in accordance with this Agreement. If any subcontractor's coverage does not comply with the provisions herein, Provider shall indemnify and hold Trillium harmless of and from any and all damage, loss, cost or expense, including attorneys' fees, incurred by Trillium as a result thereof.

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

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2023