

July 24, 2025

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

Board of County Commissioners  
 Clackamas County

**Approval of a Provider Agreement with Trillium Community Health Plan for rent and utility assistance, home modifications, and other Medicaid reimbursement-eligible services to Clackamas County residents. Funding is through Federal Medicaid Demonstration Waiver funds. No County General Funds are involved.**

|                                     |  |                           |              |
|-------------------------------------|--|---------------------------|--------------|
| <b>Previous Board Action/Review</b> | <ul style="list-style-type: none"> <li>Approved Medicaid Waiver Revenue Grant Agreement with HealthShare of Oregon for Community Capacity Building for Medicaid Waiver Program implementation, October 24, 2024, 20241024 II.B.4</li> <li>Approved Trillium Community Capacity Building Grant, December 5, 2024, 20241205 IV.E</li> <li>Approved Provider Agreement with Care Oregon, Inc. for HRSN service delivery, December 5, 2024; 20241205 IV.E.3</li> </ul> |                           |              |
| <b>Performance Clackamas</b>        | Ensuring safe, healthy, and secure communities through the provisions of homeless services   |                           |              |
| <b>Counsel Review</b>               | Yes: Amanda Keller   | <b>Procurement Review</b> | No           |
| <b>Contact Person</b>               | Acacia McGuire Anderson  | <b>Contact Phone</b>      | 971-710-4068 |

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), the Health, Housing & Human Services Department requests approval of a personal services contract with Trillium Community Health Plan to deliver Health Related Social Needs (HRSN) services including, but not limited to rent and utility payments, tenancy support, and home modifications/remediation eligible for Medicaid reimbursement for Clackamas County residents. This contract utilizes funding available through the Federal 1115 Medicaid Demonstration waiver from the Centers for Medicare and Medicaid Services.

The Federal 1115 Medicaid Demonstration waiver program focuses on healthcare and housing integration to provide housing, economic stability, and improve health outcomes for the most vulnerable residents of our communities. In Oregon, the Federal 1115 Medicaid Demonstration waiver makes up to \$1 billion in federal dollars available for reimbursement of rent and utility assistance, case management, home remediation and modification, and more.

This contract enables Clackamas County to serve as a provider of HRSN services for Trillium members, similar to the contract the board approved with Care Oregon for HRSN service delivery on December 5, 2024. This will further expand the County's recovery-oriented system of care and ensure that Clackamas County residents will be served, regardless of their Coordinated Care Organization (CCO) enrollment. Services delivered through the contract will be billed for

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reimbursement from Medicaid. No county general funds are involved.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioners approve this agreement (12202) with Trillium Community Health Plan and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing, and Human Services

## HEALTH-RELATED SOCIAL NEEDS SERVICES PROVIDER AGREEMENT

This Health-Related Social Needs Services Provider Agreement (“*Agreement*”) is made and entered into by and between Clackamas County (“*HRSN Service Provider*” or “*Provider*”) and Trillium Community Health Plan, Inc (“*Health Plan*”) (each a “*Party*” and collectively the “*Parties*”). This Agreement is effective as of the date designated by Health Plan on the signature page of this Agreement (“*Effective Date*”).

WHEREAS, Health Plan has entered into a contract with the Oregon Health Authority (“*OHA*”) to provide Covered Services to Covered Persons (defined herein);

WHEREAS, Provider desires to provide the HRSN Services (defined herein) specified in this Agreement to Covered Persons for the consideration, and under the terms and conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein stated, the Parties hereby agree as follows:

1. **Definitions.** The following capitalized terms used in this Agreement have the meanings set forth below. Capitalized terms not defined herein will be assigned the definition given in the HRSN Guidance (defined below) and State Contract (defined below):

1.1 “**Clinically Appropriate,**” as defined at OAR 410-120-000, means having at least one HRSN Clinical Risk Factor and at least one HRSN Social Risk Factor, each of which must be applicable to the HRSN Service for which the Covered Person is authorized. For example, to determine if a Covered Person is authorized to receive Climate-Related Supports, the Covered Person must, in addition to belonging to an HRSN Covered Population, have at least one HRSN Climate Device Clinical Risk Factor and one HRSN Climate Device Social Risk Factor. HRSN Services are not Clinically Appropriate if they are solely for the convenience or preference of the Covered Person.

1.2 “**Closed Loop Referral**” or “**Closed Loop Referral System**” means the process of exchanging information between and among Health Plan, the Oregon Health Authority (which may include its Fee-For-Service (FFS) Program), a Covered Person, HRSN Service Providers and other similar organizations, to make referrals and communicate about the status of referrals for a Covered Person.

1.3 “**Confidential Information**” means any data, business, financial, pricing operational, customer or other information of a confidential nature disclosed by one party to the other. Confidential Information shall not include information that is (a) already lawfully known to or otherwise in the possession of a party at the time of receipt from the other party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a party or subsequently becomes publicly available through no fault of the receiving party; (c) rightfully obtained by a party from any third party having a right to disclose such information without breach of any confidentiality obligation by such third party; or (d) developed by a party independent of any disclosure hereunder.

1.4 “**Contact with a Covered Person**” means being within close physical proximity to a Covered Person including, but not limited to, being present in the same vehicle with a Covered Person and entering the Covered Person’s residence, regardless of whether the Covered Person is present in the residence at the time.

1.5 “**Contracted Provider**” means a person or entity who/which is a properly qualified, licensed, and authorized provider of Health Related Social Needs Services that is employed by or has a contractual relationship with Provider to carry out all or a portion of Provider’s responsibilities hereunder. The term “Contracted Provider” includes Provider for those Health Related Social Needs Services provided by Provider.

1.6 “**Coverage Agreement**” means any agreement, program or certificate entered into, issued or agreed to by Health Plan, under which Health Plan furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of Health Plan’s provider networks or vendor arrangements, except those excluded by Health Plan.

1.7 “**Covered Person**” or “**Member**” means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.

1.8 “**Covered Services**” means those Health Related Social Needs Services, as defined herein, for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be Clinically Appropriate under the applicable Coverage Agreement.

1.9 “**Device**” means personal property delivered to a Covered Person or installed in a Covered Person’s residence which is a necessary element of HRSN Services (e.g., air filtration device, HVAC equipment, etc.)

1.10 “**HRSN Fee Schedule**” means the OHA document that identifies the reimbursement rates paid to HRSN Service providers for covered HRSN Services furnished to HRSN eligible Covered Persons who are authorized to receive such services. The HRSN fee schedules and methodology documents are located at <https://www.oregon.gov/oha/FOD/Pages/OHP-Rates.aspx>.

1.11 “**HRSN Guidance**” means guidance issued by OHA or the Centers for Medicare & Medicaid Services (CMS) relative to HRSN Services and includes, but may not be limited to, the “CCO HRSN Guidance Document,” as amended.

1.12 “**HRSN P&Ps**” means the HRSN policies and procedures adopted by Health Plan and approved by OHA.

1.13 “**Health -Related Social Needs Services**” or “**HRSN Services**,” in accordance with OAR 410-120-000, are currently comprised of Nutrition-Related Supports, Housing-Related Supports, Climate-Related Supports and HRSN Outreach and Engagement Services. HRSN Services are provided to Covered Persons who belong to a HRSN Covered Population and for whom such services are Clinically Appropriate as a component of health services treatment or prevention.

1.14 “**HRSN Services Vendor**” means any individual or entity that is contracted or procured by Provider to deliver or provide HRSN Services directly to an HRSN eligible Covered Person who has been approved to receive HRSN Services. Examples of HRSN Service Vendors include, without limitation, entities or individuals that deliver air conditioners, heaters, air filtration devices, Portable Power Supply (PPSs) or mini refrigeration units to the homes or non-institutional primary residences of Covered Persons, or in the case of air conditioners, additionally help to install.

1.15 “**Participating Provider**” means, with respect to Health Plan’s Product, any person or entity that has contracted, directly or indirectly, with Health Plan to provide Covered Services to Covered Persons, has been approved for participation by Health Plan, and is designated by Health Plan as a “participating provider” in such Product.

1.16 “**Person-Centered Service Plan**” or “**PCSP**” means the HRSN-related component of the care plan that is developed in consultation with the Covered Person upon authorization of HRSN Services. The PCSP must be reviewed and revised upon reassessment of need at least every 12 months, when the Covered Person’s circumstances or needs change significantly, or at the request of the Covered Person.

1.17 “**Presumed HRSN Eligible**” or “**Presumed Eligibility**” as provided in OAR 410-120-000 means the Covered Person has been confirmed to be enrolled in the Product and be presumed to be eligible in accordance with the HRSN Guidance, as determined by Provider acting in good faith.

1.18 “**Product**” means any program or health benefit arrangement designated as a “product” by Health Plan (e.g., Medicaid Product, Healthier Oregon Product, Basic Health Plan Product etc.) that is now or hereafter offered by or available from or through Health Plan.

1.19 “**Product Attachment**” means an attachment setting forth requirements, terms and conditions specific or applicable to a specific Product.

1.20 “**Provider Manual**” means the HRSN P&Ps, provider manual and any billing manuals adopted by Health Plan which include, without limitation, requirements relating to utilization management, quality management, grievances and appeals, and Medicaid Product-specific and State-specific requirements, as may be amended from time to time by Health Plan.

1.21 “**Referral**” means the process by which Health Plan, using the Closed Loop Referral System, refers Covered Persons to Provider for HRSN Services.

1.22 “**Regulatory Requirements**” means all applicable federal and state statutes, regulations (including OAR 410-120-2000 *et. seq.*), regulatory guidance (including the HRSN Guidance), judicial or administrative rulings, requirements of Governmental Contract and accreditation standards and requirements.

1.23 “**State Contract**” or “**Governmental Contract**” means the OHA contract with Health Plan, pursuant to which Health Plan furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by Health Plan, which services may include access to one or more of Health Plan’s provider networks or vendor arrangements, except those excluded by Health Plan. The term includes Health Plan’s contract with a governmental authority under which Health Plan arranges for the provision of Covered Services to Covered Persons.

## 2. Provision of Health Related Social Needs Services.

2.1 Provider shall provide HRSN Services to Covered Persons in accordance with the terms and conditions of this Agreement.

2.2 Provider shall administer HRSN Services in accordance with the Person-Centered Service Plan applicable to the Covered Person receiving the HRSN Services.

2.3 The specific nature, scope and extent and category of the HRSN Services to be provided by Provider are set forth in the Scope of Services attached to this Agreement at Schedule A (the “**Scope of Services**”) incorporated herein. If there is a conflict between the terms and conditions in this Agreement and any Scope of Services, this Agreement will prevail. Provider acknowledges and understands the HRSN Guidance, HRSN P&Ps, and Governmental Contract impose unique and specific obligations and requirements for each category of HRSN Services. Provider warrants and represents it has familiarized itself with those specific obligations and requirements applicable to the category of HRSN Services to be provided by Provider and shall strictly comply (and require its Contracted Providers and HRSN Service Vendors to strictly comply) therewith. In the event Provider is unclear as to those unique and specific obligations and requirements, Provider shall consult with Health Plan.

2.4 Provider represents and warrants that it shall be Qualified and Credentialed (defined herein) to perform and will perform the HRSN Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement. To the extent the HRSN Services include the delivery or installation of Devices, then, in addition to any warranties required by the HRSN Guidance and the Governmental Contract, such Devices

will be new, of first-class quality, fully functional, free of errors and defects, and will conform, in all material respects, to the manufacturer's specifications and requirements. Moreover, the Devices shall include manufacturer's warranties assigned to the Covered Person.

2.5 Upon Health Plan's request and at any time during the six months following the expiration or termination of this Agreement, Provider shall make available to Health Plan for a period being the greater of completion of any then pending projects and 90 days (a "**Transition Period**") all services and assistance necessary for an orderly migration of the HRSN Services (or any portion thereof) to Health Plan or a replacement provider designated by Health Plan, including providing, at no expense to Health Plan, all files in a form acceptable to Health Plan and all data and other property of Health Plan that are in the possession of Provider (collectively, "**Transition Assistance**"). Provider shall continue to perform all HRSN Services that are not transitioned in accordance with this Agreement. For Transition Assistance (excluding the return of files, data and other property) for which there is a predetermined charge in the Scope of Services, including any charge for applicable HRSN Services, such predetermined charge shall apply. All Transition Assistance shall be governed by this Agreement even if this Agreement has expired or terminated.

2.6 If Provider or its Contracted Providers have failed or are likely to fail to provide the HRSN Services on time and in the manner required hereunder, Provider shall, at Provider's expense, take all commercially reasonable steps, which may include the provision of additional personnel, to meet the performance requirements (including timelines). Provider shall inform Health Plan as early as possible of any anticipated delays in the services and of the actions being taken to ensure completion of the HRSN Services in accordance with this Agreement. Health Plan's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of Health Plan's rights in this Agreement.

2.7 Notwithstanding anything in this Agreement to the contrary and subject to Health Plan's obligation to pay Provider for the HRSN Services provided until the effective date of suspension, Health Plan shall have the right, upon written notice to Provider, to suspend in whole or in part the delivery of any HRSN Services. Notwithstanding anything contained in this Agreement to the contrary, such suspension right shall be immediate in the event: (i) Health Plan determines, in its sole discretion, that the health and/or well-being of Covered Person(s) is/are in jeopardy should Provider continue to provide HRSN Services; or (ii) Provider has failed to timely cure a material breach of this Agreement.

3. Closed Loop Referral System. Health Plan will refer an eligible Covered Person to the HRSN Service Provider for the approved HRSN Service through a Closed Loop Referral (except for Climate-Related Supports, as applicable). Provider shall exclusively use Health Plan's Closed Loop Referral System for communicating with Health Plan, Contracted Providers, HRSN Service Vendors and, where applicable, Covered Persons, relative to the provision of HRSN Services. Provider must have the ability to fulfill all obligations related to participating in the Closed Loop Referral System. Provider will notify Health Plan, via the Closed Loop Referral System, of: (i) its acceptance or denial of a Referral within a reasonable period of time in light of the circumstances giving rise to the HRSN Services need; (ii) when HRSN Services were provided (including identifying the date, time, duration, outcome, modality and description thereof); and (iii) where Provider has determined such services could not be provided and the reason therefor. Provider shall notify Covered Persons of their right to opt out of any technology-based Closed Loop Referral System while still retaining the right to receive HRSN Services. Further specifics relative to the implementation, operation and use of the Closed Loop Referral System with which Provider must comply are set forth in the HRSN Guidance, the Governmental Contract and the HRSN P&Ps.

4. Non-Exclusivity; Place of Performance. Health Plan retains the right at all times to negotiate terms and enter into contracts with any other provider for HRSN Services that are the same or similar to those which are the subject of this Agreement without notice to Provider and without incurring any liability by virtue thereof. Except as expressly permitted by Health Plan in writing, neither Provider nor any Contracted Provider shall perform the HRSN Services, or any portion thereof, outside of the United States nor send or make available outside the United States any Confidential Information of Health Plan or its affiliates or any personally identifiable information.

5. Eligibility and Presumed Eligibility Determinations. Except for Presumed Eligibility determinations, only Health Plan will make eligibility determinations and communicate the same to Provider, as appropriate. In the event Provider is engaged by the Scope of Services schedule to make Presumed Eligibility determinations, Provider shall do so in good faith using permissible factors. Health Plan does not guarantee that individuals determined by Provider to be Presumed Eligible will ultimately be determined to be eligible and entitled to HRSN Services.

6. Provider Manual; Policies and Procedures. Provider shall at all times cooperate and comply with the HRSN P&Ps, which may be described in the Provider Manual and may include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; claims and billing; utilization review and management; on-site reviews and grievance and appeal procedures; and coordination of benefits and third party liability policies. The failure to comply with such policies could result in a denial or reduction of payment to Provider or a denial or reduction of the Covered Person's benefits. Health Plan shall make the HRSN P&Ps and Provider Manual available via one or more designated websites or alternative means. In the event of any conflict or inconsistency between the HRSN P&Ps and other provisions of the Provider Manual, the HRSN P&Ps shall take precedence and prevail.

7. Referral and Authorization Procedures. Except HRSN Outreach and Engagement Services provided to a Presumed Eligible individual consistent with the HRSN Guidance and HRSN P&Ps, Provider shall not provide HRSN Services to Covered Persons except pursuant to a Referral by Health Plan to Provider via the Closed Loop Referral System. Provider shall, using the Closed Loop Referral System, notify Health Plan of its acceptance or denial of a Referral within the time prescribed by Regulatory Requirements and HRSN P&Ps. Provider is prohibited from having any involvement in: (i) authorizing or denying any HRSN Services or (ii) service planning for a Covered Person.

8. Invoicing and Payment.

8.1 Provider shall submit timely invoices and supporting documentation, including encounter data, to Health Plan for HRSN Services rendered to Covered Persons. Such invoices shall be submitted within the time frame and format and containing such information as required by Health Plan, the State Contract and the HRSN Guidance. For Climate-Related Supports, invoices shall also include the documentation of the specific climate-related support device provided, including model number. This includes labor-only invoices when a climate support device is provided by OHA and installed by Provider or HRSN Service Vendor. HRSN Service Provider shall, upon request of Health Plan, deliver such additional backup information and encounter data as may be required by the HRSN Guidance and Governmental Contract and as reasonably required by Health Plan.

8.2 Unless as otherwise required by applicable law, Provider shall submit invoices to Health Plan within 45 days following the date of service for HRSN Services rendered. For services reimbursed at actual cost, Provider shall deliver to Health Plan back-up documentation as reasonably requested.

8.3 Provider shall only be eligible to receive payment for HRSN Outreach and Engagement Services when provided to Covered Persons who are either Presumed Eligible or have already been determined by Health Plan to be actually eligible.

8.4 For charges based on units of time (e.g., hourly charges), Provider may implement an automated or electronic time-keeping system, reports from which shall be accessible by Health Plan, unless otherwise directed by Health Plan, including use of Health Plan's required time-keeping system as applicable.

8.5 Health Plan will compensate Provider in accordance compensation set forth in Schedule C attached hereto and incorporated herein by reference.

8.6 Contracted Providers and HRSN Services Vendors shall invoice Provider for all HRSN Services provided under this Agreement and shall look only to Provider for compensation and reimbursement and Provider

shall indemnify and hold harmless the Covered Persons, OHA, the State and Health Plan from and against all claims for payment for HRSN Services rendered by its Contracted Providers and HRSN Services Vendors.

8.7 Provider shall be responsible for all applicable state and local sales, use and other similar taxes, and any customs duties, excise tax, value added tax, processing tax or any levy or imposition which Provider now or hereafter will be required to pay to any authoritative governmental body as a result of this Agreement. Any income, franchise, other taxes, whether related to, or imposed by, employment withholding for Provider's personnel or Provider's property, and any associated penalties or interest assessable under state law against Provider, are the sole responsibility of Provider.

8.8 Health Plan will not pay for any HRSN Services performed by Provider at a time when it is not Qualified and Credentialed to perform those services.

9. Participation in Products. Provider shall, at all times during the term of this Agreement, and shall require each of its Contracted Providers to, subject to Health Plan's approval, participate as HRSN Service Providers in each Product identified in a Product Attachment (including any attachments) listed below as of the date of successful completion of credentialing in accordance with this Agreement.

List of Product Attachments:

- Attachment A: Medicaid
- Attachment B: [Reserved]
- Attachment C: [Reserved]
- Attachment D: [Reserved]
- Attachment E: [Reserved]
- Attachment F: Healthier Oregon Plan
- Attachment G: Basic Health Plan

Provider acknowledges that Health Plan may have, develop or contract to develop various products or provider networks that have a variety of provider panels, program components and other requirements. Health Plan neither warrants or guarantees that Provider (i) will participate in all or a minimum number of provider panels; (ii) will be used by a minimum number of Covered Persons; or (iii) will indefinitely remain a participating provider or Covered Person of the provider panel for a particular network or product.

10. Contracted Providers.

10.1 Except as otherwise provided by Regulatory Requirements, Provider shall cause (and contractually require) each Contracted Provider and HRSN Services Vendor to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement. Provider shall provide Health Plan on an annual basis, or more often upon request, with a complete and accurate list containing the names, office telephone numbers, addresses, tax identification numbers, affiliations, specialties and board status (if applicable), and state license number (if applicable) of Contracted Providers and such other information described on the "Information For Contracted Providers" schedule, attached hereto, and as otherwise mutually agreed upon by the Parties, and shall provide Health Plan with a list of modifications to such list at least 30 days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the Parties.

10.2 Provider shall obtain Health Plan's written consent, which Health Plan may withhold in its sole discretion, before entering into agreements with a Contracted Provider or HRSN Services Vendor for the performance of the HRSN Services or portion thereof. Health Plan may, in its sole discretion and upon 30 days advance notice to Provider, withdraw its consent for the use of a permitted Contracted Provider or HRSN Services Vendor and, in such event, Provider must terminate its use of that Contracted Provider or HRSN Services Vendor



for the HRSN Services as soon as practicable. Provider shall ensure that all Contracted Providers and HRSN Services Vendors are insured in accordance with the “Insurance” provisions of this Agreement and Provider shall be responsible for all acts and omissions of its Contracted Providers and HRSN Services Vendors and agents in the performance of services pursuant to this Agreement and/ or their respective subcontracts with Provider. Such consent shall not relieve Provider of its responsibility for the performance of its obligations under this Agreement. Without limitation of the foregoing, if Health Plan rejects any HRSN Services supplied by any Contracted Provider or HRSN Services Vendor of Provider, Provider shall have full responsibility (as between Provider and Health Plan) to procure and deliver replacement HRSN Services which are acceptable to Health Plan.

11. Drug-Testing and Criminal Background Checks. Provider shall perform drug-testing and a criminal background check on each of its employee, volunteer, agent and representative who will, or is likely to, come into Contact with a Covered Person. The nature, scope and extent of such drug-testing shall be as determined by Health Plan exercising reasonable discretion. In no event shall any individual be permitted to have Contact with a Covered Person if that individual (i) has failed such drug-testing; or (ii), as disclosed by the criminal background check, has been found to have been convicted of a felony or any crimes against persons within the past 10 years. For any individual whose criminal background check discloses a conviction involving violent crimes including, but not limited to, assault (sexual or otherwise), in no event shall such individual have any Contact with a Covered Person irrespective of the date of the conviction.

12. Term and Termination. This Agreement shall commence as of the Effective Date and, unless earlier terminated or amended as provided herein, shall expire on September 30, 2027. Either Party may give the other Party written notice of termination at least 60 days in advance of the termination effective date. This Agreement may also be terminated by Health Plan for cause immediately upon written notice if (i) Health Plan, in its sole discretion, determines continuation of this Agreement could result in harm to a Covered Person or Health Plan suspects fraud or malfeasance; (ii) Provider, Contracted Provider or HRSN Services Vendor fails to comply with the requirements set forth in the “Compliance with Laws” section of this Agreement; or (iii) Provider, Contracted Provider or HRSN Services Vendor is convicted of a criminal offense related to involvement in any Medicare or Medicaid program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement or otherwise excluded from any Medicare or Medicaid program. This Agreement may also be terminated if either Party is in breach of a material provision of this Agreement and fails to cure such material breach prior to the expiration of a 30-day written notice and cure period. Any termination pursuant to the terms of this Agreement shall be subject to the requirements of Applicable Laws (defined herein) including, but not limited to, continuity of care requirements, if any.

12.1 This Agreement may also be terminated by Health Plan for cause immediately upon written notice if (i) Health Plan, in its sole discretion, determines continuation of this Agreement could result in harm to a Covered Person or Health Plan suspects fraud or malfeasance; (ii) Provider, Contracted Provider or HRSN Services Vendor fails to comply with the requirements set forth in the “Compliance with Laws” section of this Agreement; or (iii) Provider, Contracted Provider or HRSN Services Vendor is convicted of a criminal offense related to involvement in any Medicare or Medicaid program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement or otherwise excluded from any Medicare or Medicaid program. This Agreement may also be terminated if either Party is in breach of a material provision of this Agreement and fails to cure such material breach prior to the expiration of a 30-day written notice and cure period. Any termination pursuant to the terms of this Agreement shall be subject to the requirements of Applicable Laws (defined herein) including, but not limited to, continuity of care requirements, if any.

12.2 Upon the termination or expiration of this Agreement, Provider shall (a) deliver to Health Plan all HRSN Services in whatever form or media they may then exist; (b) document the status of the HRSN Services that have been terminated and deliver such documentation to Health Plan; (c) deliver to Health Plan all fees pre-paid by Health Plan for HRSN Services that remain unperformed or undelivered as of the date of termination, as well as all Health Plan property and materials, if any, that are in the possession of Provider, Contracted Provider, HRSN Services Vendor, their employees, subcontractors and agents; and (d) as requested by Health Plan, perform Transition Assistance.

The termination or expiration of this Agreement for any reason shall not affect Health Plan's or Provider's rights or obligations for any HRSN Services completed and delivered through the date of termination, and Health Plan shall promptly pay all amounts (not otherwise disputed in good faith) owed to Provider for such HRSN Services (including work in progress) provided through the effective date of termination.

13. Covered Person Hold Harmless. Provider expressly agrees that in no event including, but not limited to, nonpayment by Health Plan, Health Plan insolvency or breach of this Agreement, shall it bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against any Covered Person, or any person (other than Health Plan) acting on such Covered Person's behalf, for HRSN Services provided under this Agreement. This provision shall not prohibit the collection of any applicable copayments or other amounts that are the Covered Person's financial responsibility, if any. Provider further agrees that (a) this provision shall survive the termination of this Agreement; and (b) this provision supersedes any oral or written contrary agreement now existing or hereinafter entered into between Provider and any Covered Person or any person acting on such Covered Person's behalf.

14. Insurance. During the term of this Agreement and for any applicable continuation period required by Applicable Laws, Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and its respective employees and any other person providing services hereunder on behalf of Provider against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall name Health Plan as additional insureds and include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to Health Plan and in the minimum following amounts: Workers comp, as required by law; Commercial General Liability of \$1 million/occurrence and \$2 million annual aggregate; Professional Liability of \$1 million/occurrence and \$2 million annual aggregate. Allowance for Excess/Umbrella Insurance. In Health Plan's discretion, but consistent with law, Health Plan may require higher amounts, levels and types of coverage.

14.1 Such insurance requirements shall include coverage (endorsements) for theft and/or assault committed by employees, volunteers, agents and/or representatives of the insured. Provider will provide Health Plan with at least 30 days prior written notice of cancellation, non-renewal, lapse or adverse material modification of such coverage. Upon Health Plan's request, Provider will furnish Health Plan with evidence of such insurance.

15. Indemnification by Provider. Provider shall indemnify and hold harmless (and at Health Plan's request, defend) Health Plan, its affiliates, and their respective officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs or expenses (including reasonable attorney's fees), judgments or obligations arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Provider, a Contracted Provider, a HRSN Services Vendor or any of their respective officers, directors, agents, subcontractors or employees. If and to the extent Provider is a 'Local Public Body' for purposes of Oregon statutes Chapter 30, Provider's indemnification obligations hereunder may be subject to limitations of the Oregon Tort Claims Act and Oregon statutes and regulations including but not limited to O.R.S. 30.269.

16. Indemnification by Health Plan. Health Plan agrees to indemnify and hold harmless (and at Provider's request defend) Provider, its affiliates, and their officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs or expenses (including reasonable attorney's fees), judgments or obligations arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Health Plan or its directors, officers, agents or employees.

17. Coordination of Benefits. Provider shall comply with the coordination of benefits and third-party liability recovery policies and the subrogation or right of recovery and workers' compensation policies, as required under state or federal law or Health Plan policies and procedures, if any.

18. Compliance with Laws and Business Associate Agreement. Provider agrees to comply with all applicable federal and state statutes; regulations; regulatory guidance; judicial or administrative rulings; requirements of any

governmental contracts pursuant to which Health Plan makes HRSN Services provided under this Agreement available to Covered Persons; and standards and requirements of any accrediting or certifying organization including, but not limited to, the requirements set forth in a Product Attachment (“**Applicable Laws**”). The provisions of any such Applicable Laws shall be further incorporated in this Agreement by reference, if and as required under such Applicable Laws. During the term of this Agreement, the Parties understand and agree that it will be automatically amended to conform with state and federal requirements set forth in this section. Applicable Laws include, without limitation, Health Insurance Portability and Accountability Act (“**HIPAA**”) and any requirements, recommendations or guidance of a government agency related to such government contract. Provider agrees to report any violation of Applicable Laws (including, without limitation, HIPAA and the Foreign Corrupt Practices Act (FCPA)) committed by Provider, its Contracted Providers, HRSN Services Vendors and their respective employees or subcontractors in the performance of the HRSN Services to Health Plan’s Ethics Hotline at (800) 345-1642 or Health Plan’s Ethics Officer at Health Plan’s address for notices. Provider shall, promptly upon Health Plan’s request, execute (and require its Contracted Providers to execute) a Business Associate Agreement (“**BAA**”) upon Health Plan’s customary form.

19. Qualifications and Credentialing Criteria. Provider agrees that it will (and require its Contracted Providers to) at all times during the term of this Agreement hold all necessary licenses, registrations and/or certifications required under Applicable Laws to provide the HRSN Services contracted hereunder and shall at all times meet, maintain and adhere to HRSN P&Ps relating to licensure, certification and accreditation (collectively, being “Qualified and Credentialed”). This obligation to maintain all necessary qualifications includes “Domain-Specific Provider Qualifications” as set forth in the HRSN Guidance. Provider shall give immediate notice to Health Plan of any event that causes it to be out of compliance with its ability to fulfill its obligations under this section, or of any change in its name, ownership, control or taxpayer identification number. HRSN Service Providers shall meet the Provider Qualifications defined in OAR 410-120-2000 and OAR 410-120-2030 HRSN Service Vendors supporting the provision of HRSN Services (e.g., for climate devices) are not required to meet HRSN Service Provider Qualifications so long as they are capable of supporting service delivery in accordance with service definitions as defined in OAR 410-120-2005 and related service delivery requirements in the State Contract and HRSN Guidance.

20. Dispute Resolution and Arbitration. Any controversy or claim between the Parties arising out of or relating to this Agreement (“**Dispute**”) shall first be resolved through the grievance procedures outlined in the Provider Manual, if and as applicable. In the event grievance procedures are exhausted without resolution, then the Dispute shall be submitted to good faith negotiations between designated representatives of the Parties that have authority to settle the Dispute. If the matter has not been resolved within 60 days of the request for negotiation, either Party wishing to pursue the Dispute shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). Notwithstanding the foregoing, in no event may any arbitration be initiated more than one year following the remittance of written notice by either Party of the Dispute pursuant to the grievance procedures set forth in the Provider Manual. Any arbitration proceeding under this Agreement shall be conducted in a location as specified by Health Plan. The arbitrators shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law. Each Party shall bear its own costs related to the arbitration except that the costs imposed by the AAA shall be shared equally. The existence of a dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Notwithstanding any dispute arising under this Agreement, each Party shall continue to perform its obligations hereunder pending the decision of the arbitrator. This provision shall survive any termination of this Agreement.

21. Records and Confidentiality. Provider shall maintain financial and administrative records concerning HRSN Services provided to Covered Persons under this Agreement. Such records shall be retained by Provider for the period of time required by all Applicable Laws, but in no event less than the later of seven years from the date the service was rendered or termination of this Agreement. Provider agrees that Health Plan, as well as authorized state and federal agencies, shall have the right to review records related to HRSN Services rendered to Covered Persons, and Provider agrees to cooperate with Health Plan and any state or federal agency in making available,

and in arranging or allowing inspection of, such records as may be (i) necessary to verify Provider's compliance with the terms of this Agreement or the appropriateness of any payments hereunder; (ii) required under Applicable Laws; or (iii) appropriate to disclose to regulatory authorities or Health Plan in connection with their/its assessment of quality of care or investigation of Covered Person grievances or complaints. Provider agrees to obtain any necessary releases from Covered Persons with respect to their records and the information contained therein to permit Health Plan and/or state and federal agencies access to such records. Health Plan and Provider agree that each Covered Person's medical records shall be treated as confidential to comply with all Applicable Laws.

22. Amendment. This Agreement is deemed automatically amended to comply with changes in applicable law, including, but not limited to, changes to the HRSN Guidance and applicable State Contract. Health Plan may amend this Agreement unilaterally by giving Provider prior written notice of the amendment to the extent such amendment is deemed necessary or appropriate by Health Plan to comply with any Regulatory Requirements. All other amendments to this Agreement must be agreed to by the Parties in writing.

23. Assignment. This Agreement and the duties and obligations of Provider and its Contracted Providers hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) without Health Plan's prior written consent. Any assignment or delegation made without Health Plan's written consent is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be assigned by Health Plan to a related party or successor without the consent of Provider.

24. Independent Contractor. Provider and each Contracted Provider is acting as an independent contractor in performing the HRSN Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other for any purpose or in any sense and neither party shall have the right to make any warranty or representation to such effect or to bind the other party.

25. Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the consent of the party whose rights are being waived and such waiver will not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

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**SIGNATURES, EXHIBITS, ATTACHMENTS AND SCHEDULES BEGIN ON FOLLOWING PAGES**

IN WITNESS WIIEREOF, the undersigned, with the intent to be legally bound, have caused this Health Related Social Needs Provider Services Agreement to be duly executed and effective as of the Effective Date.

**HEALTH PLAN:**



\_\_\_\_\_  
Signature of Health Plan Signer

Justin Lyman  
\_\_\_\_\_  
Printed Name

June 26, 2025  
\_\_\_\_\_  
Date

**NOTICE ADDRESS:  
PO Box 11740**

Eugene, OR 97440  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**HRSN SERVICE PROVIDER:**

\_\_\_\_\_  
Signature of HRSN Service Provider Signer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**NOTICE ADDRESS:**

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\_\_\_\_\_  
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**To be completed by Health Plan only:**  
Effective Date:

## HEALTH-RELATED SOCIAL NEEDS SERVICES PROVIDER AGREEMENT

### SCHEDULE A SCOPE OF SERVICES

Provided (i) it is then Qualified and Credentialed pursuant to the Agreement to perform such services, (ii) the specific category and subset of HRSN Services are not then unauthorized by the State, (iii) neither the State nor Health Plan have directed Provider to refrain from providing such services, and (iv) nothing else in Applicable Law or this Agreement prohibits or restricts same, the category of HRSN Services for which Provider is authorized by Health Plan to provide are those for which the appropriate box is checked. Provider acknowledges and understands the Regulatory Requirements contain additional guidance relative to the nature, scope, and extent of each category and subset of HRSN Services and controls and binds Provider. Provider shall familiarize itself with all Regulatory Requirements pertinent to the HRSN Services to be provided. Provider shall not perform any HRSN Services except as set forth herein. In the event of any misunderstanding, confusion, or doubt regarding Provider's authorized scope of services hereunder, Provider shall contact Health Plan before proceeding with rendering such services. Provider further acknowledges and understands it shall not commence performing any HRSN Services until and unless Provider has received and accepted an authorization and Referral via the Closed Loop Referral System which such authorization and Referral may place further restrictions and limits on the HRSN Services which Provider is authorized to provide under this Agreement:

1.  ***“HRSN Outreach and Engagement Services”***
  
2.  ***“HRSN Climate-Related Supports”***
  
3.  ***“HRSN Housing-Related Supports”***
  
4.  ***“HRSN Nutrition-Related Support”***

## **HEALTH-RELATED SOCIAL NEEDS SERVICES PROVIDER AGREEMENT**

### **SCHEDULE B INFORMATION FOR HRSN SERVICE PROVIDERS AND HRSN SERVICE VENDORS**

Provider shall provide Health Plan with the information set forth below with respect to: (i) Provider; (ii) each Contracted Provider; (iii) HRSN Service Vendor; and (iii) if applicable, each Contracted Provider's and HRSN Service Vendor's locations and/or employees having Contact with a Covered Person.

1. Name
2. Address
3. E-mail address
4. Telephone and facsimile numbers
5. Professional license numbers, if applicable
6. Federal tax ID numbers
7. Completed W-9 form
8. Whether Contracted Providers/HRSN Service Vendors are employed or subcontracted with Provider using the designation "E" for employed or "C" for subcontracted.
9. For a Contracted Provider, whether its HRSN Service Provider or HRSN Services Vendors are employed or contracted with the Contracted Provider using the designation "E" for employed or "C" for contracted.
10. Ownership disclosure form, if and as required to comply with Regulatory Requirements and Governmental Contract.

# HEALTH-RELATED SOCIAL NEEDS SERVICES PROVIDER AGREEMENT

## SCHEDULE C COMPENSATION SCHEDULE HEALTH RELATED SOCIAL NEEDS SERVICES

Clackamas County

This compensation schedule (“Compensation Schedule”) sets forth the maximum reimbursement amounts for HRSN Services provided by Contracted Providers to Covered Persons enrolled in any Product for which HRSN Services are authorized and then in effect. Where the Contracted Provider’s tax identification number (“TIN”) has been designated by Health Plan as subject to this Compensation Schedule, Health Plan shall pay or arrange for payment of HRSN Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein, less all applicable Cost-Sharing Amounts, if any. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for professional HRSN Services rendered to a Covered Person shall be the “Allowed Amount.” Except as otherwise provided in this Compensation Schedule, the Allowed Amount for HRSN Services is the lesser of (i) Allowable Charges; or (ii) 100% of the applicable HRSN Fee Schedules then in effect as published by the Oregon Health Authority.

### *Additional Provisions:*

1. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by Health Plan (“Fee Change Effective Date”). The date of implementation of any fee schedule updates, i.e., the date on which such fee change is first used for reimbursement (“Fee Change Implementation Date”), shall be the later of (i) the first date on which Health Plan is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.
2. Payment Under This Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the HRSN P&Ps and any applicable billing manual.

### *Definitions:*

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular HRSN Service provided to any particular Covered Person, pursuant to the Agreement or its Attachments.
2. **Allowable Charges** means a Contracted Provider’s billed charges for services that qualify as HRSN Services.
3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person’s financial responsibility under the applicable Coverage Agreement, if any and if applicable.



**Attachment A: Medicaid**

**MEDICAID PRODUCT ATTACHMENT  
HEALTH-RELATED SOCIAL NEEDS SERVICES  
Oregon**

THIS MEDICAID PRODUCT ATTACHMENT (“*Product Attachment*”) is by and between Clackamas County (“*HRSN Service Provider*”) and Trillium Community Health Plan, Inc (“*Health Plan*”) (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, Health Plan and HRSN Service Provider entered into that certain Health Related Social Needs Services Provider Agreement, as the same may have been amended and supplemented from time to time (“*Agreement*”), pursuant to which HRSN Service Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, Contracted Providers will be designated and participate as Participating Providers in the Product described in this Product Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Medicaid Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Product Attachment will have the meanings given to such terms in the Agreement. Citations to the State Contract (defined herein) and other governmental authority requirements are provided herein for convenience only and shall not affect the meaning or interpretation of the terms of this Product Attachment. Such citations may become outdated as these requirements are amended from time to time.

1.1 “*Medicaid Product*” refers to those programs and health benefit arrangements offered by Health Plan pursuant to contract(s) with one or more state Medicaid agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under state Medicaid-funded program(s) and to meet certain performance standards while doing so (each a “*State Contract*”). The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product’s attachment to the Agreement.

2. Medicaid Product.

2.1 Medicaid. This Product Attachment constitutes the Medicaid Product Attachment for Health Related Social Needs Services provided by HRSN Service Providers and is incorporated into the Agreement. It supplements the Agreement by setting forth specific terms and conditions that apply to the Medicaid Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply to maintain such participation. This Product Attachment applies only to the provision of HRSN Services provided to Covered Persons enrolled in the Medicaid Product.

2.2 Participation. Except as otherwise provided in this Product Attachment or the Agreement, HRSN Service Provider and all HRSN Service Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide HRSN Services to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment. In providing such services, HRSN Service Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement.

2.3 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. To the extent HRSN Service Provider or any Contracted Provider is unclear about its respective duties and obligations, HRSN Service Provider or the applicable Contracted Provider shall request clarification from Health Plan. To the extent any provision of the Agreement (including any exhibit, attachment or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. State Contract Regulatory Requirements. Schedule A to this Product Attachment, incorporated by reference, sets forth provisions applicable to the Medicaid Product under the State Contract.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by HRSN Service Providers to Covered Persons enrolled in or covered by the Medicaid Product is subject to all other provisions in the Agreement (including the Provider Manual and HRSN Fee Schedule) that affect or relate to compensation for Covered Services provided to Covered Persons.

## **Attachment A: Medicaid**

### **SCHEDULE A GOVERNMENTAL CONTRACT REQUIREMENTS Oregon**

This schedule sets forth the special provisions that are specific to the Oregon Health Related Social Needs Program under the applicable State Contract. This schedule is deemed automatically amended to comply with revisions, amendments, and changes to the State Contract.

1. **Definitions.** For purposes of this schedule, capitalized terms shall have the definition as set forth in the applicable State Contract, the HRSN Guidance and the Agreement.

2. **Qualifications and Credentialing.** HRSN Service Provider shall be enrolled with OHA and cooperate and comply with OHA's and Health Plan's HRSN Service Providers requirements relative to qualifications and credentialing including, but not limited to, those set forth in ORS 413.042, OAR 410-141-36510, HRSN Guidance and Health Plan's Provider Manual.

2.1 If HRSN Service Provider is licensed by a State of Oregon board or licensing agency, it shall comply with the applicable credentialing provisions of the State Contract.

2.2 If HRSN Service Provider is not required to be licensed by a State of Oregon board or licensing agency, not required to be licensed or certified by a State of Oregon board or licensing agency, it shall have the education, experience and competence necessary to perform the specified assigned duties.

2.3 HRSN Service Provider is not required to have a National Provider Identifier (NPI).

2.4 HRSN Service Provider represents and warrants that it has not been (i) terminated from OHA or excluded as Medicare, CHIP or Medicaid Providers by CMS; (ii) subject to exclusion for any lawful conviction by a court for which the HRSN Service Provider could be excluded under 42 CFR § 1001.101 and 42 CFR § 455.3(b); or (iii) excluded from participation in federal health care programs under 42 CFR § 438.214(d). In the event any of the events described in (i) – (iii) occur, Health Plan shall terminate HRSN Service Provider without liability.

2.5 HRSN Service Provider must (i) be accessible to HRSN participants, including having the operating hours and the staff necessary to meet participant need; (ii) demonstrate its ability and/or experience with effectively serving at least one of OHA's Priority Populations, in the manner described in Section 7.a.(i)b. of the HRSN Guidance; (iii) provide culturally and linguistically appropriate, responsive and trauma-informed service delivery consistent with Section 7.a.(i)c. of the HRSN Guidance; (iv) demonstrate a history of responsible financial administration via recent annual financial reports, an externally conducted audit and/or other similar documentation; and (v) fulfill all "readiness" requirements of Section 7.b.(i) – (iv) of the HRSN Guidance.

2.6 HRSN Service Provider shall meet the "Doman-Specific Provider Qualifications" of Section 7.b(v) of the HRSN Guidance for each type of HRSN Service it performs.

3. **HRSN Guidance.** HRSN Service Provider shall familiarize itself with and strictly comply with the HRSN Guidance, as defined above, as such document may be amended, supplemented, and revised from time to time.

4. **HRSN P&Ps.** HRSN Service Provider shall cooperate and comply with Health Plan's OHA-approved HRSN P&Ps.

5. **Closed Loop Referral System.** HRSN Service Provider shall (i) utilize Health Plan's Closed Loop Referral System in the manner directed by Health Plan and consistent with the HRSN Guidance; (ii) must have the ability

to fulfill all obligations related to participating in the Closed Loop Referral process; (iii) shall provide notice to Health Plan of their acceptance or denial of each HRSN Authorized Covered Person referred to it for the HRSN Service; and (iv) provide Health Plan with confirmation that the HRSN Services have been delivered to the referred HRSN Authorized Covered Person.

6. Climate-Related Supports. To the extent HRSN Service Provider is a provider of HRSN Climate-Related Supports, HRSN Service Provider shall specifically familiarize itself with and comply with those obligations and requirements of the HRSN Program specifically applicable to HRSN Service provider including, but not limited to, those set forth in Section 6 of the HRSN Guidance.

7. HRSN Connector. To the extent HRSN Service Providers is acting in the capacity of a HRSN Connector, HRSN Service Provider shall provide the following information in writing to Health Plan when making an HRSN Request on behalf of an individual: (i) the name and contact information for the individual being recommended; and (ii) identification of one or more HRSN Service needs the individual may need. Other information that may be documented in the HRSN Request includes confirmation of OHP Medicaid enrollment and confirmation of enrollment in Health Plan's CCO as well as any other information regarding the individual's potential HRSN Eligibility. All HRSN Requests must include a statement that the individual desires to take part in an HRSN Eligibility Screening performed by Health Plan, attested by the individual's signature. HRSN Connector is not required to use a particular form or template to make the HRSN Request; instead, Health Plan will accept any HRSN Request used by the HRSN Connector that includes all the required information identified above, including the HRSN Request template made available by OHA on the CCO Contract Forms Website. Health Plan will notify HRSN Service providers acting in the capacity as a HRSN Connector of the approval or denial of the HRSN Request through a Closed Loop Referral if the HRSN Service providers will be or would have been the HRSN Service providers.

8. Covered Person's Choice of HRSN Service Providers. Health Plan shall, to the extent there is a choice of HRSN Service providers where the HRSN Authorized Covered Person is located, support the Covered Person's choice of HRSN Service Provider provided that the Covered Person's preferred HRSN Service Provider has the resources to provide such Covered Person's HRSN Service need. Accordingly, when requested by Health Plan, HRSN Service Providers shall deliver to Health Plan all such information pertinent to HRSN Service Provider's ability and resources necessary to fulfill an assignment.

9. Clinically Appropriate and Sufficiency. HRSN Service Provider shall cooperate with Health Plan's determinations as to the Clinical Appropriateness as well as the sufficiency of the amount, duration and scope of HRSN Services to be provided necessary to achieve, as reasonably expected, the purpose for which the HRSN Services are furnished as set forth in the HRSN Guidance.

10. Confirmation of Covered Person Eligibility. HRSN Service Provider is only eligible to receive payment for HRSN Outreach and Engagement Services when provided to enrolled OHP Covered Persons who are presumed to be eligible for Climate-Related Supports. This means the HRSN Service Provider must procure confirmation the individual is enrolled in OHP and has reason to believe the individual is eligible for Climate-Related Supports from known information, or the result of a Covered Person's attestation that they are in a HRSN Covered Population, have a HRSN Climate Device Clinical Risk Factor and have a HRSN Climate Device Social Risk Factor.

11. Communication Between Health Plan and HRSN Service Provider. Upon authorization of HRSN Services, Health Plan will refer an HRSN Authorized Covered Person to the HRSN Service Provider for the approved HRSN Service through a Closed Loop Referral.

11.1. In accordance with OAR 410-141-3860 through 410-141-3870, HRSN Service Providers shall deliver the HRSN Services in accordance with each applicable Person-Centered Service Plan (as such plan is required under the State Contract). In the event an HRSN Service Provider fails to deliver the HRSN Services as required, Health Plan will assign the affected HRSN Authorized Covered Person with a new, alternative HRSN

Service Provider that is capable of providing the necessary, authorized HRSN Services as expeditiously as possible.

11.2. HRSN Service Provider shall provide notice to Health Plan of its acceptance or denial of each HRSN Authorized Covered Person referred to it within a reasonable period of time in light of the circumstances giving rise to the HRSN Services requested.

11.3. HRSN Service Provider shall provide Health Plan with confirmation that the HRSN Services have been delivered to the HRSN Authorized Covered Person.

11.4. HRSN Service Provider shall document the date, time, duration, and description of the HRSN Outreach and Engagement Services.

12. Access to HRSN Services.

12.1. HRSN Service Provider shall cooperate with Health Plan's efforts to provide Culturally and Linguistically Appropriate HRSN Services in accordance with Ex. B, Part 4, Sec. 2, "Access to Care."

12.2. HRSN Service Provider shall ensure HRSN Services are accessible to HRSN Eligible Covered Persons who are Authorized to receive HRSN Services, which includes ensuring that HRSN Service Provider has the operating hours and the staff necessary to meet HRSN Authorized Covered Person needs.

12.3. Health Plan will report to OHA any barriers Covered Persons face accessing HRSN Services and HRSN Service Provider shall cooperate with Health Plan's strategic plan for removing such barriers.

12.4. HRSN Service Provider shall not discriminate in the provision of HRSN Services and HRSN Outreach and Engagement Services, including hours of operation, to Health Plan's Covered Persons, OHA's Fee-for-Service Covered Persons, and individuals who are not enrolled in OHP but to whom the HRSN Service Provider also provides the same or substantially the same services.

12.5. HRSN Service Provider shall cooperate with Health Plan's efforts to comply with the requirements of Title III of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring denials, approvals and delivery of, and communications about, HRSN Services to Covered Persons with diverse cultural and ethnic backgrounds, including through interpreter services.

12.6. HRSN Service Provider shall comply with Health Plan's written policies, procedures and plans relating to the communication about and delivery of HRSN Services.

12.7. HRSN Service Provider shall cooperate with Health Plan's efforts to comply with the requirement of Title III of the Americans with Disabilities Act by ensuring that HRSN Services provided to Covered Persons with disabilities are provided in appropriate, integrated settings.

12.8. HRSN Service Provider's facilities shall meet the HRSN Service needs of Covered Persons who require accommodations due to disability or limited English proficiency.

13. Miscellaneous Obligations. HRSN Service Provider shall comply with each of the following:

13.1. Meet all HRSN Service Provider Qualifications in accordance with the HRSN Guidance Document;

13.2. Have the ability to fulfill all obligations related to participating in the Closed Loop Referral process (acceptance and confirmation), invoicing for covered HRSN Services and complying with oversight and Monitoring requirements);

13.3. Maintain an active business registration with the Oregon Secretary of State;

13.4. Have the financial resources to be able to fulfill its HRSN Services obligations. The confirmation of sufficient financial resources may be confirmed by Health Plan by reviewing any existing annual financial reports, the HRSN Service Provider's financial institution providing Health Plan with a letter of solvency or credit, or other similar due diligence that is reasonable;

13.5. Comply with all applicable federal, state and local laws, which Health Plan must confirm by conducting its own due diligence that is reasonable in light of the circumstances; and

13.6. HRSN Service Provider shall execute such Business Associate Agreements and/or Data Use Agreements as may be reasonably requested by Health Plan on Health Plan's form.

13.7. Shall not be Delegated any responsibility for HRSN Service authorization or Service Planning.

14. HRSN Service Provider as "Subcontractor."

14.1 If, and to the extent, HRSN Service Provider is a "Subcontractor" under the definition thereof in the State Contract, then HRSN Service Provider are subject to and, where applicable, shall comply with all obligations of a Subcontractor as set forth in Section 11, "Subcontractor Requirements" of Ex. B., Part 4 of the State Contract as well as any other applicable Subcontractor Requirements.

14.2 If HRSN Service Provider is not a "Subcontractor" under the definition thereof in the State Contract, then HRSN Service Provider are nonetheless subject to the following provisions of Sec. 11, "Subcontract Requirements," of Ex. B, Part 4: Para. a, Sub.Paras. (2), (3), (5), (6), (10) and (11); Para.b, Sub.Para. (1), Sub-Sub.Paras. (e), (f), (g), (i) and (j); Para. b, Sub.Para. (2), and any other provisions that may be identified in the HRSN Guidance.

14.3 If an HRSN Service Provider is also a Subcontractor of Health Plan, then the provisions set forth in Ex. B, Part 4, Sec. 11 of the State Health Plan are applicable. Accordingly, Health Plan and Subcontractors are reimbursed for HRSN Outreach and Engagement through the administrative fees and are not eligible for separate reimbursement for HRSN Outreach and Engagement Services under the HRSN Fee Schedule.

15. Conflicts of Interest. HRSN Service Provider is prohibited from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Eligible Covered Person.

16. Provider Directory. HRSN Service Provider consents to having its name and general information included in Health Plan's Provider Directory.

17. Reporting Obligations. HRSN Service Provider shall timely comply with all reporting obligations as may set forth in the HRSN Guidelines and shall deliver to Health Plan such documents and information necessary for Health Plan to fulfill its reporting obligations to OHA and/or CMS. Such reporting obligations may include (i) all requirements in Ex. G, Sec. 1, "Delivery System Network (DSN) Provider Monitoring and Reporting Overview" (however, Health Plan's network of HRSN Service providers is not subject to any quantitative metric requirements including those described in OAR 410-141-3515); and (ii) all requirements in Ex. G, Sec. 2, "Delivery System Network Provider Monitoring and Reporting Requirements" as they relate to HRSN Service providers (however, Health Plan's network of HRSN Service providers is not subject to any quantitative metric requirements including those described in OAR 410-1413515.).

18. Person-Centered Service Plan (PCSP). HRSN Service Provider shall reasonably cooperate with Health Plan's PCSP relative to the planning and implementation of the HRSN Services.

19. Payment and Invoicing.

19.1 Health Plan shall reimburse HRSN Service Provider for the delivery and installation of climate-related devices when performed in accordance with the HRSN Guidance, and OHA will reimburse Health Plan for the cost of the other HRSN Services furnished to HRSN Authorized Covered Persons up to the amounts described as Oregon HRSN Climate Fee Schedule and Methodology Document, which is located at <https://www.oregon.gov/oha/hpa/analytics/pages/ohp-rates.aspx>.

19.2 Health Plan may compensate HRSN Service Provider for conducting HRSN Outreach and Engagement Services to Covered Persons presumed eligible for HRSN Climate-Related Supports up to a maximum of five hours per Covered Person over a 36 month period, in accordance with the HRSN Fee Schedule. After the 36 month period has expired, a Covered Person may be rescreened for HRSN Climate-Related Supports Eligibility.

19.3 HRSN Service Provider shall submit invoices and documentation to Health Plan, or Health Plan's designee, for payment for all HRSN Services furnished to HRSN Eligible Covered Persons who are authorized to receive HRSN Services. Such invoices shall be in a format and contain such information as required by Health Plan, the State Contract and the HRSN Guidance and, for Climate-Related Supports, shall include the documentation of the specific climate related support device provided, including model number. This includes labor-only invoices when a climate support device is provided by OHA and installed by Health Plan's HRSN Service Provider or HRSN Service Vendor. HRSN Service Provider shall, upon request of Health Plan, deliver such additional backup information and encounter data as may be reasonably required by Health Plan.

19.4 Health Plan may make interim payments to HRSN Service Provider in its own judgment prior to the delivery of HRSN Services and then reconcile the interim payments to previously made payments to HRSN Service Provider.

**Attachment F: Healthier Oregon Plan**

**HEALTHIER OREGON PRODUCT ATTACHMENT  
HEALTH-RELATED SOCIAL NEEDS SERVICES  
Oregon**

THIS HEALTHIER OREGON PRODUCT ATTACHMENT (“*Product Attachment*”) is by and between Clackamas County (“*HRSN Service Provider*”) and Trillium Community Health Plan, Inc (“*Health Plan*”) (each a “*Party*” and collectively the “*Parties*”), to be effective upon a date to be determined by Health Plan and noticed, at least 30 days in advance, to HRSN Service Provider.

WHEREAS, Health Plan and HRSN Service Provider entered into that certain Health Related Social Needs Services Provider Agreement, as the same may have been amended and supplemented from time to time (“*Agreement*”), pursuant to which HRSN Service Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, Contracted Providers will be designated and participate as Participating Providers in the Product described in this Product Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Healthier Oregon Program (“*HOP*”) Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Product Attachment will have the meanings given to such terms in the Agreement. Citations to the State Contract (defined herein) and other governmental authority requirements are provided herein for convenience only and shall not affect the meaning or interpretation of the terms of this Product Attachment. Such citations may become outdated as these requirements are amended from time to time.

1.2 “*HOP Product*” refers to those programs and health benefit arrangements offered by Health Plan pursuant to contract(s) with one or more state health agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under HOP and to meet certain performance standards while doing so (each a “*State Contract*”). The HOP Product does not apply to any Coverage Agreements that are specifically covered by another Product’s attachment to the Agreement.

2. HOP Product.

2.1 Healthier Oregon Product. This Product Attachment constitutes the HOP Product Attachment for Health Related Social Needs Services provided by HRSN Service Provider and is incorporated into the Agreement. It supplements the Agreement by setting forth specific terms and conditions that apply to the HOP Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply to maintain such participation. This Product Attachment applies only to the provision of HRSN Services provided to Covered Persons enrolled in the HOP Product if and when Oregon Health Authority (“*OHA*”) authorizes and makes effective HRSN Services under HOP. Until and unless Health Plan notifies Provider in writing of such authorization and effectiveness, Provider is not authorized to render such services or incur costs.

2.2 Participation. Except as otherwise provided in this Product Attachment or the Agreement, HRSN Service Provider and all HRSN Service Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide HRSN Services to Covered Persons enrolled in the HOP Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this



Product Attachment. In providing such services, HRSN Service Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement.

2.3 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. To the extent HRSN Service Provider or any Contracted Provider is unclear about its respective duties and obligations, HRSN Service Provider or the applicable Contracted Provider shall request clarification from Health Plan. To the extent any provision of the Agreement (including any exhibit, attachment or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. State Contract Regulatory Requirements. Schedule A to this Product Attachment, incorporated by reference, sets forth provisions applicable to the HOP Product under the State Contract.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by HRSN Service Providers to Covered Persons enrolled in or covered by the HOP Product is subject to all other provisions in the Agreement (including the Provider Manual and HRSN Fee Schedule) that affect or relate to compensation for Covered Services provided to Covered Persons.

**Attachment F: Healthier Oregon Plan**

**SCHEDULE A  
GOVERNMENTAL CONTRACT REQUIREMENTS**

The terms and conditions set forth in Schedule A to Attachment A to this Agreement (relating to Medicaid) are hereby incorporated in this Schedule A to Attachment F, modified as needed to apply with respect to the Healthier Oregon Product and Covered Persons enrolled in such Product.

## Attachment G: Basic Health Plan

### **BASIC HEALTH PLAN PRODUCT ATTACHMENT HEALTH-RELATED SOCIAL NEEDS SERVICES Oregon**

THIS BASIC HEALTH PLAN PRODUCT ATTACHMENT (“*Product Attachment*”) is by and between Clackamas County (“*HRSN Service Provider*”) and Trillium Community Health Plan, Inc (“*Health Plan*”) (each a “*Party*” and collectively the “*Parties*”), to be effective upon a date to be determined by Health Plan and noticed, at least 30 days in advance, to HRSN Service Provider.

WHEREAS, Health Plan and HRSN Service Provider entered into that certain Health Related Social Needs Services Provider Agreement, as the same may have been amended and supplemented from time to time (“*Agreement*”), pursuant to which HRSN Service Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, Contracted Providers will be designated and participate as Participating Providers in the Product described in this Product Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Basic Health Plan Program (“*BHP*”) Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Product Attachment will have the meanings given to such terms in the Agreement. Citations to the State Contract (defined herein) and other governmental authority requirements are provided herein for convenience only and shall not affect the meaning or interpretation of the terms of this Product Attachment. Such citations may become outdated as these requirements are amended from time to time.

1.1 “*BHP Product*” refers to those programs and health benefit arrangements offered by Health Plan pursuant to contract(s) with one or more state health agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under BHP and to meet certain performance standards while doing so (each a “*State Contract*”). The BHP Product does not apply to any Coverage Agreements that are specifically covered by another Product’s attachment to the Agreement.

2. BHP Product.

2.1 Basic Health Plan Product. This Product Attachment constitutes the BHP Product Attachment for Health Related Social Needs Services provided by HRSN Service Provider and is incorporated into the Agreement. It supplements the Agreement by setting forth specific terms and conditions that apply to the BHP Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply to maintain such participation. This Product Attachment applies only to the provision of HRSN Services provided to Covered Persons enrolled in the BHP Product if and when Oregon Health Authority (“*OHA*”) authorizes and makes effective HRSN Services under BHP. Until and unless Health Plan notifies Provider in writing of such authorization and effectiveness, Provider is not authorized to render such services or incur costs.

2.2 Participation. Except as otherwise provided in this Product Attachment or the Agreement, HRSN Service Provider and all HRSN Service Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide HRSN Services to Covered Persons enrolled in the BHP Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this

Product Attachment. In providing such services, HRSN Service Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement.

2.3 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. To the extent HRSN Service Provider or any Contracted Provider is unclear about its respective duties and obligations, HRSN Service Provider or the applicable Contracted Provider shall request clarification from Health Plan. To the extent any provision of the Agreement (including any exhibit, attachment or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. State Contract Regulatory Requirements. Schedule A to this Product Attachment, incorporated by reference, sets forth provisions applicable to the BHP Product under the State Contract.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by HRSN Service Providers to Covered Persons enrolled in or covered by the BHP Product is subject to all other provisions in the Agreement (including the Provider Manual and HRSN Fee Schedule) that affect or relate to compensation for Covered Services provided to Covered Persons.

**Attachment G: Basic Health Plan**

**SCHEDULE A  
GOVERNMENTAL CONTRACT REQUIREMENTS  
Oregon**

The terms and conditions set forth in Schedule A to Attachment A to this Agreement (relating to Medicaid) are hereby incorporated in this Schedule A to Attachment G, modified as needed to apply with respect to the Basic Health Plan Product and Covered Persons enrolled in such Product.