

**Trillium Community
Health Plan
Request For Proposals:
Community Benefit Initiatives
– Large Request**

January 2023

Proposals Due by April 28, 2023 at 5:00pm PST

TABLE OF CONTENTS

Background.....	3
Purpose	3
Goals	4
Objective.....	4
Eligibility	5
Funding.....	5
Timing of Applications.....	6
Accepted Activities for Proposals	7
Excluded Activities for Proposals	8
Evaluation Criteria.....	9
RFP Submission – Required Documents	10
Questions	10
Appendix A: TCHP Community Benefit Initiatives Grant Request for Proposal Application	11
Appendix B: TCHP: Community Benefit Initiatives Grand Budget Proposal.....	14
Appendix C: TCHP: Community Benefit Initiatives Reporting Requirements.....	15
Appendix D: TCHP: Community Benefit Initiatives Memorandum of Understanding (MOU) Example	17
Appendix E: TCHP: Community Benefit Initiatives Grant HRS Qualification Spreadsheet	26
Appendix F: TCHP Community Benefit Initiatives Additional Resources re: HRS/CBI Funds Requirements	29

Background

Trillium Community Health Plan is a Coordinated Care Organization (CCO) and recognized leader for innovative approaches and outstanding coordination of community-based healthcare. Helping create a healthier community is the core of Trillium's mission. We partner with an extensive group of physical, behavioral and oral healthcare providers on behalf of Oregon Health Plan members in Lane, Western Linn (Harrisburg), Western Douglas (Reedsport), Multnomah, Washington, and Clackamas Counties.

Guided by our: SW Region - Community Health Improvement Plan: and Tri-County - Healthy Columbia Willamette Collaborative Community Health Needs Assessment: <https://www.trilliumohp.com/content/dam/centene/trillium/medicaid/pdfs/HCWC-2022-CHNA-FinalReport.pdf>, the Trillium team in Oregon makes targeted investments that better the social determinants of health for our members. Trillium is committed to addressing these unmet needs in our communities.

We are proud of the work we do at Trillium and value the trust of our community to coordinate the highest quality of care for our members.

In 2012, under a renewal to its 1115 Medicaid demonstration waiver, Oregon began the process of transforming its Medicaid delivery system by establishing coordinated care organizations (CCOs), charging them with integrating and coordinating care and requiring them to meet key quality metrics tied to financial incentives for achieving performance benchmarks. CCOs receive an integrated global payment for each member, which provides CCOs with the flexibility to offer health-related services (HRS) to improve the health of Oregon's Medicaid population. These HRS were known as flexible services, but through the 1115 Medicaid demonstration waiver for 2017–2022, OHA clarified that HRS includes flexible services and community benefit initiatives, and provided specific criteria under which these initiatives may be funded with HRS dollars.

Purpose

The Trillium Community Health Plan Community Benefit Initiatives RFP is designed to help providers and community stakeholders drive health care quality solutions that improve the social determinants of health of Trillium members.

Trillium is a Coordinated Care Organization that coordinates Oregon Health Plan (Medicaid) benefits for residents of Lane, Western Douglas (Reedsport), and Western

Linn (Harrisburg), Multnomah, Clackamas, and Washington counties. We partner with local organizations to provide integrated primary, behavioral, and oral healthcare focused on addressing the social determinants of health to remove barriers and improve health outcomes. HRS are defined as non-covered services under Oregon's Medicaid State Plan that are not otherwise administrative requirements and are intended to improve care delivery and overall member and community health and well-being. The purpose of this grant is to give HRS funding mechanism within our provider areas and to address the social determinants of health including the health-related social needs of our members.

Goals

The goals of HRS are to promote the efficient use of resources and address members' social determinants of health to improve health outcomes, alleviate health disparities, and improve overall community well-being. HRS, which are non-covered services under the Oregon Health Plan that are intended to improve care delivery and overall member and community health and well-being, are cost-effective services offered as a supplement to covered services. HRS include:

1. Flexible services, which are cost-effective services offered to an individual member to supplement covered benefits; and
2. Community benefit initiatives, which are community-level interventions that include members, but are not necessarily limited to only members, and are focused on improving population health and health care quality

To be considered a health-related service (HRS Program) that qualifies for funding using HRS dollars, a service must meet the requirements for: a) activities that improve health care quality, as defined in 45 CFR 158.150 or b) expenditures related to health information technology and meaningful use requirements to improve health care quality, as defined in 45 CFR 158.151.

Objective

Trillium Community Health Plans is seeking proposals from organizations serving Lane, Western Douglas (Reedsport), Western Linn (Harrisburg), Multnomah, Clackamas, and Washington counties that promote the efficient use of resources and address members' social determinants of health to improve health outcomes, alleviate health disparities, and improve overall community well-being. The Criteria of HRS are

outlined below. All proposals funded under this RFP process must meet the following criteria in order to be eligible for consideration.

Eligibility

To be eligible to apply for the Trillium Community Health Plan Community Benefit Initiatives grant through this RFP, an Applicant must meet the following requirements:

1. Organization must serve communities within the Trillium Community Health Plan Service areas: Southwest Region including: Lane County, Harrisburg, and Reedsport communities; Tri-County Region including: Multnomah County, Clackamas County, and Washington County.
2. Promote programs that align with Trillium's Community Health Improvement Plans and Community Needs Assessments.
 - a. SW Region - Community Health Improvement Plan:
http://www.livehealthylane.org/uploads/6/9/3/5/69353783/live_healthy_lane_chp_2021-2025.final-updated_6.14.21_1.pdf
 - b. Tri-County - Healthy Columbia Willamette Collaborative Community Health Needs Assessment:
<https://www.trilliumohp.com/content/dam/centene/trillium/medicaid/pdfs/HWCW-2022-CHNA-FinalReport.pdf>
3. Have the capacity to report the following data and project specific metrics, as applicable (Exhibit C).
4. Have the capacity to host Trillium Community Health Plan staff for a site visit during the grant period.
5. Organization must be absent from Centene's supplier exclusion list, which is generated based upon site searches: 1) The office of Inspector General 2) System For Award Management and 3) Office of Foreign Asset Controls.

Funding

The total fund pool for this grant opportunity is anticipated to be approximately \$18,750,000, (\$18.75million) to be split among two market areas (Southwest Region and Tri-County Region), in an amount of approximately \$7.5million allocatable to the Southwest Region and \$11.25million to the Tri-County Portland Metro Region.

Funding awards are anticipated to start at \$200,000.00 and up. Trillium Community Health Plan will award funds based on the below criteria and will prioritize applications received based on that criteria until funds are exhausted. If additional funds become available, those funds will be added to the above total fund pool and divided between service regions on a pro-rata basis. As such, applicants may apply for

any portion of the \$18,750,000, (\$18.75million) allocated for that market area, but be advised that there will be other agencies (organizations) applying for a share of those funds. Agencies are encouraged to consolidate efforts and submit joint applications for funding of projects with broad community impact and collaboration. All funding must be awarded by December 31, 2023. The estimated timeframe from proposal submission to decision and announcement is approximately 90 days.

Trillium Community Health Plans reserves the right to award an amount other than the grant amount requested by the applicant. Awards will be made based on the Evaluation Criteria outlined below. Trillium's primary goal in funding these initiatives is to improve population health and health care quality with an emphasis on improving Health Equity and the social determinants of health in Trillium's service areas. Helping our members address their current challenges will ensure that our communities will have continued access to a thrive health care infostructure that individuals need now and in the future.

Timing of Applications

The timetable for this procurement will be as follows and is subject to change:

RFP Issued	Week of 02/27/2023
Deadline for Questions	04/21/2023 @ 5PM PST
Deadline for RFP Proposals Received	04/28/2023 @ 5PM PST
Review of Responses by Evaluation Committee	04/29/2023-05/31/2023
Review of Evaluation Panel Recommendations	05/31/2023-06/14/2023
Submission to OHA for CBI Qualification	06/14/2023
Notification to Proposers of Contract Award	Beginning 07/01/2023
MOU Documents Released to Awardee	Beginning 07/01/2023
Deadline for Signed MOU Return	Beginning 08/01/2023
Deadline for Invoice from Awardee	11/15/2023*
MOU Implementation Date	Upon Signing**

*Invoices not received by the awardee by the deadline risk revocation of award.

** Payments shall be made 30 days from the receipt of invoice but shall be paid no later than 12/31/2023.

Accepted Activities for Proposals

Proposals that improve health care quality must meet all four of the following criteria, and include language that demonstrates how the following criteria are met:

1. Be designed to improve health quality;
2. Increase the likelihood of desired health outcomes in ways that are capable of being objectively measured and produce verifiable results and achievements;
3. Be directed toward either individuals or segments of enrollee populations, or provide health improvements to the population beyond those enrolled without additional costs for the non-members; and
4. Be grounded in evidence-based medicine, widely accepted best clinical practice, or criteria issued by accreditation bodies, recognized professional medical associations, government agencies or other national health care quality organizations.

As defined in 45 CFR 158.150, proposals must be designed to meet at least one of the following criteria, and include language that demonstrates how the criteria are met:

1. Improve health outcomes and reduce health disparities
2. Prevent hospital readmissions
3. Improve patient safety, reduce medical errors, and lower infection and mortality rates
4. Increase focus on wellness and health promotion activities
5. Health information technology expenditures that support the activities above also qualify as HRS.

Excluded Activities for Proposals

Although Trillium Community Health Plans has the flexibility to identify and provide HRS beyond the list of examples in the aforementioned OARs and CFRs, expenditures and activities that **cannot be included** as an activity that improves health care quality are:

1. Those that are designed primarily to control or contain costs;
2. Those that otherwise meet the definitions for quality improvement activities but were paid for with grant money or other funding separate from revenue received through a CCO's contract;
3. Those that can be billed or allocated by a provider for care delivery and are, therefore, reimbursed as clinical services;
4. Establishing or maintaining a claims adjudication system, including costs directly related to upgrades in health information technology that are designed primarily or solely to improve claims payment capabilities or to meet regulatory requirements for processing claims, including maintenance of ICD-10 code sets adopted pursuant to the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C 1320d-2, as amended;
5. That portion of the activities of health care professional hotlines that does not meet the definition of activities that improve health quality;
6. All retrospective and concurrent utilization review;
7. Fraud prevention activities;
8. The cost of developing and executing provider contracts and fees associated with establishing or managing a provider network, including fees paid to a vendor for the same reason;
9. Provider credentialing;
10. Costs associated with calculating and administering member incentives; and
11. That portion of prospective utilization that does not meet the definition of activities that improve health quality.

12. Administrative activities to support the delivery of covered services
13. CCO and clinic staff time on administering HRS, and community partners staff time for activities associated with HRS services.
14. CCO contractual requirements, such as ensuring an adequate provider network, or required care coordination for covered services.
15. Provider workforce or certification training
16. Broad assessments or research that does not directly improve member/community health or health care quality
17. Advocacy work that does not directly improve member and/community health or quality of care
18. Marketing and promotional materials of CCO services or products that are distributed to the broader community and are not considered member health education materials.

Evaluation Criteria

The Grant Review Panel will use a numerically weighted evaluation system for the scoring of each proposal. All selected proposals are subject to final OHA approval of HRS CBI Funding prior to a final determination of award. In addition to OHA approval of Project funding, final selection is contingent upon signed non-disclosure agreement and acceptance of final contractual terms, which will be released in final format upon notification of selection. The proposals and budget will be reviewed and the Panel will assign points based on the following criteria:

1. Technical Proposal 50% (100 points maximum)

Technical Proposal shall include completed spreadsheet detail in the form and content attached as Appendix *E*. Technical proposal criteria will be scored in contemplation of the below strategic priorities after first determining the funds are likely to qualify for HRS CBI funding Criteria under OHA HRS/CBI rules.

- A. Health Information Technology Roadmap Priorities
- B. Collaborative Partnerships Among Community Orgs
- C. Health Equity Priorities
- D. Clinical Advisory Panel Priorities
- E. Community Health Improvement Plan Priorities
- F. Is Project Scoped appropriately for effective implementation?

2. Budget Proposals 25% (50 points maximum)

Including cost, accuracy and reasonableness:

3. Community Advisory Council (CAC) Priorities 15% (30 points maximum)

Scores for this section will include the proposers' overall response to the RFP.

4. Staff Recommendation 10% (20 points maximum)

Scores for this section will include the proposers' overall response to the RFP.

RPF Submission-Required Documents

Appendix A: Request for Proposal Application

Appendix B: Budget Proposal

Appendix C: Request for Proposal Reporting

Appendix D: MOU Example

Appendix E: HRS Qualification Spreadsheet

****All proposals must be submitted via email to:**

TCH_OpsAdministration@TrilliumCHP.com

Questions

If you need additional information on the Trillium Community Health Plan Community Benefit Initiatives process, please email: Kendra Pennington, Community Outreach & Engagement Manager, **TCH_OpsAdministration@TrilliumCHP.com**

Appendix A Trillium Community Health Plan: Community Benefit Initiatives Grant Request for Proposal Application

1. Provide the following:

- A. Proposal Name:
- B. Organization Name (If collaborative proposal, include the name of all organizations participating, as well as the name of the “Lead Organization” that will be the point of contact for the proposal):
- C. Organization Primary Address:
- D. Contact Name:
- E. Contact Email:
- F. Contact Phone:
- G. EIN:
- H. Year organization was established:
- I. Number of paid employees:
- J. Number of FTE (Full Time Equivalent):
- K. Number of Board Members:
- L. What specific population does your organization serve?
- M. How many unduplicated persons did your organization serve directly last year?
(This can be an estimate)
- N. How many persons does your organization expect to serve this year?
- O. Counties and Zip Codes in which services are provided:

2. What is your organization mission and vision?

3. How would financial support from this grant assist your organization in combating health inequities and addressing the social determinants of health?

4. What challenges does your program have or anticipate that this proposal would address?

5. What is the grant amount your program is seeking? Please justify the requested amount.

6. How will the grant funds be used and when? Please explain how this grant will enable you to meet your mission or improve community health outcomes. Please also provide the approximate number of individuals you would expect to be able to serve if awarded a grant, and in what specific time period.

7. Explain how a grant award will address your needs and result in a meaningful impact to your program and the broader community.

8. Please explain how you collect data such as number of individuals or OHP members served, demographic data, etc. and what systems are used (manually, electronically).

Additional Questions for Large requests: Organization Financials for last 2 years (fiscal or calendar)

1. Organization annual revenue:
2. Organization annual expenditures:
3. Operating Surplus/Deficit:
4. In connection with the above revenue/expenditures, please define the period: (Example 01/01/2022 – 12/31/2023 or 07/01/2021 - 06/30/2022)
5. If your organization finances require additional explanation, or if either the current year or previous year represents an operating shortfall, please explain.
6. Breakdown of organization revenue for the last year: Please enter your revenue for the last year in the table below.

Revenue Sources	Amount
Membership:	
Individual Contributions:	
Earned Income (sales, fees for service, etc.)	
Fundraising benefits:	
Corporation/business contribution:	
Government support:	
Foundation support:	
Endowment earnings:	
Other:	
Totals:	

7. List of five single largest contributions received from last year's revenue sources: Please enter specific individuals, agencies, businesses, foundations, or other groups, and purpose for those contributions.

Source	Amount

8. Please list grant applications to Trillium Community Health Plans, approved or declined, during the past three years. If grants were approved, please include amount awarded.

Grant year	Grant name	Grant award

Appendix B Trillium Community Health Plan: Community Benefit Initiatives Grant Budget Proposal

Detailed Budget Template		
Lead Organization		
Program Title		
Directions Please use the form below to identify the expenses and other funding sources associated with your program costs. You may add more lines if needed. In the Funding Request column, enter the amount you are requesting in this grant application for each budget line item. In the Total Expenses column, enter the total amount budgeted for each line item for your program. Provide the amounts for all other funding that has been secured or is pending for your program, and the total amount of other funding.		
PROGRAM COSTS		
TOTAL PROGRAM COSTS		
TOTAL EXPENSES		
Other Funding Sources	Amount	
Other Funding Secured		
Other Funding Pending		
TOTAL OTHER FUNDING		

Appendix C Trillium Community Health Plan: Community Benefit Initiatives Grant Reporting Requirements

COMMUNITY PARTNERSHIP DATA - DATA COMPATIBILITY

For health plans or business groups tracking community metrics in a separate tool, the list below identifies the field names, order, and format needed to copy data into the Community Partnership Data worksheet of this Community Impact Tracking Tool.

FIELD NAME	DROP-DOWN ANSWERS	FIELD FORMAT
Organization's Legal Name	N/A	General
DBA (Doing Business As)	N/A	General
Website	N/A	General
Organization EIN	N/A	General
Event Start Date	N/A	Date - MM/DD/2021
Event End Date	N/A	Date - MM/DD/2021
Fund Usage	N/A	General
African American Ethnicity	N/A	Percentage
Asian Ethnicity	N/A	Percentage
Caucasian Ethnicity	N/A	Percentage
Hispanic/Latino (a/x) Ethnicity	N/A	Percentage
Native American Ethnicity	N/A	Percentage
Other Minority Ethnicity	N/A	Percentage
Ethnicity Totals	N/A	Percentage
Children (Infant - 5th Grade)	N/A	Percentage
Youth (6th - 8th)	N/A	Percentage
Teens (9th - 12th)	N/A	Percentage
Seniors (People 50 Years and Older)	N/A	Percentage
Mixed Ages (19 - 49)	N/A	Percentage
Age Group Totals	N/A	Percentage
Geographic Reach	--County --Multi-County --State --Multi-State --National	General

Funding Priority	--Gender Equality --Health Equity --LGBTQ+ Community --Military and Veterans --People with Disabilities and Caregivers --Racial Equity --None of the Above	General
SDOH	--No --Yes	General
Primary Key SDOH	--Community Access & Social Context --Economic Stability --Education --Food Stability --Housing --Neighborhood & Build Environment --Public Health & Health Care --Transportation	General
Secondary Key SDOH	--Community Access & Social Context --Economic Stability --Education --Food Stability --Housing --Neighborhood & Build Environment --Public Health & Health Care --Transportation	General
Outputs (narrative)	N/A	General
Outcomes (narrative)	N/A	General
Impacts (narrative)	N/A	General

Appendix D Trillium Community Health Plan: Community Benefit Initiatives Grant Memorandum of Understanding (MOU) Example*

(*Example MOU Draft for informational purposes, final MOU will be presented with approval notification)

MEMORANDUM OF UNDERSTANDING BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND *CBO* [Social Determinants of Health and Health Equity]

THIS MEMORANDUM OF UNDERSTANDING (“**Agreement**”) is made as of **DATE** by and between Trillium Community Health Plan, Inc., an Oregon corporation (“**Trillium**”), and

CBO, a Social Determinants of Health and Health Equity (“**SDOH-E**”) partner organization.

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. In alignment with 2018 House Bill 4018 and the OHA Coordinated Care Organization 2.0 Request for Applications, Trillium is expanding and enhancing its focus on SDOH-E.

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

☒ **Economic Stability**

Subcategory:

☒ **Education Access and Quality**

Subcategory:

☒ **Health Access and Quality**

Subcategory:

☒ **Neighborhood and Built Environment**

Subcategory:

☒ **Social and Community Context**

Subcategory:

D. Type of SDOH-E partner: Provider is an organization engaged in the business of:

E. Relationship, if any, between SDOH-E Partner Organization and Trillium (e.g., ownership, governance board, or CAC membership): None

NOW, THEREFORE, it is agreed as follows:

1. **Terms.** Provider shall provide the following services: [Example: Housing in accordance with the scope of services herewith included in this Agreement.] Provider shall 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.

2. Effective Date and Duration. This Agreement shall commence on **START DATE** and terminate **December 31, 2023**

3. Description and Scope of Project.

Program Summary:

(Example) CBO addresses SDOH listed in Section C of the recitals. CBO project description from RFP will be inserted here.

Services to be Provided:

(Example) Mobile shower unit, ADA Shelter unit, Kitchen unit, laundry unit.

Specific, Measurable, Achievable, Relevant and Time-based (SMART) Objectives:

(Example)

- a. Primary Service Population (i.e., #Members/Community Members):
Unhoused individuals
- b. Will Trillium Identify and Refer Members as Needed? (If relevant):
N/A
- c. Area/Region Covered: Clackamas County (include zip codes served)

4. Reporting and Evaluation. Provider is responsible for submitting reports to Trillium in accordance with the Description and Scope of Project, paragraph 3 of this Agreement. Reporting should include: 1) Calendar year (01/01/2023 – 12/31/2023); 2) Reporting per the Requirements listed in Appendix C of Trillium Community Health plan Request for Proposal will be provided to Trillium CHP by CBO in the format indicated and are incorporated in this MOU by Reference; and 3) Description of progress toward and completion date for the approved CBI Grant project.

1. Data Elements. The data elements to be shared by Provider with Trillium are as follows:

• **Data element 1:**

- o [Example Completion and placement of mobile shower unit, laundry unit, kitchen unit and ADA accessible shelter unit. May include progress toward completion and placement.]

- **Data element 2:** Number of clients served

The data elements to be shared by Trillium with Provider are as follows:

- **N/A**

2. Outcomes. Provider, on behalf of Trillium, shall collect and report data related to outcomes as follows: **See data elements above.**

- [Example Ensure incomes are sufficient to meet basic costs of living (i.e., housing, childcare, food, transportation, etc.); Address current historical injustices that produce disparities]

5. Billing. For payment of Services, Vendor shall submit an invoice to Trillium either by email or U.S. mail.

If by email, to: [Oregon Market AP@TrilliumCHP.com](mailto:Oregon_Market_AP@TrilliumCHP.com)
Please CC: Victoria.L.Buehrle@TrilliumCHP.com

If by U.S. mail, to:

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

6. Compensation. Trillium shall pay Provider for Services at the rate set forth in Section 6.1 below.

1. Payment Rate. Subject to Trillium's compliance with the payment schedule described in Section 6.2 below, Trillium shall pay Provider **\$XXX,XXX HRS CBI grant. One-time payment.**

2. Payment Schedule. Trillium shall pay Provider for Services within thirty (30) days following receipt of Vendor's invoice submitted in accordance with Section 5.

7. **Relationship of the Parties.** In performing its respective responsibilities described in this Agreement, each party is at all times acting and performing as an independent contractor, and each shall be solely and entirely responsible for its employees and agents during the performance of Services hereunder.
8. **Transferability.** This Agreement is not transferable without the written consent of both parties.
9. **Termination.** Either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. Trillium shall notify Provider and OHA in writing within thirty (30) calendar days of Trillium terminating this Agreement when such termination is due to Provider's failure to meet requirements under Trillium's current Coordinated Care Organization contract with OHA (the "**CCO Contract**"), to deficiencies identified through compliance monitoring of the Provider, or to any other for-cause reason for termination.
10. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify and hold the other and its members, directors or trustees, officers, employees and agents harmless from and against any and all claims, demands, liabilities, damages, judgments and expenses, including reasonable attorneys' fees (collectively, "**Damages**") to the extent that such Damages relate to any breach of any of the terms of this Agreement or result from any negligent acts or omissions by the indemnifying party, its employees or agents in performing hereunder. The indemnity obligations of each party extend only to extent of such party's negligence in the case of concurrent negligence by the parties, or their respective members, directors, trustees, officers, employees or agents. This Section 8 shall survive the termination of this Agreement.
11. **Governing Law; Attorney Fees.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Trillium consents to personal jurisdiction in the State of Oregon. Venue for any dispute arising out of this Agreement or the subject matter hereof, or related directly or indirectly to the foregoing, will be in Lane County, Oregon. In any action to

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

12. **Insurance.** During the term of this Agreement, both parties will maintain the following insurance coverage: [to be determined during direct contracting process]
13. **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.
14. **Required CCO Contract Language.** The applicable contract provisions set forth in any applicable Oregon Health Plan Product Attachment are specifically incorporated by this reference in the event this Agreement applies to Oregon Health Plan beneficiaries pursuant to a contract between Trillium and the State of Oregon, Oregon Health Authority. In the event there is a conflict between the language in this Agreement and the applicable contract provisions in the Oregon Health Plan Product Attachment, the Oregon Health Plan Product Attachment shall control.
15. **Compliance with Federal Laws.** Provider shall comply with federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Provider's performance relating to the CCO Contract or this Agreement. For purposes of the CCO Contract and this Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-based Organizations, or other federal provisions, Provider shall comply with the following federal requirements to the extent that they are applicable to the CCO Contract or this Agreement.

1. Federal Provisions. Provider shall comply with all federal laws, regulations, and executive orders applicable to the CCO Contract or this Agreement, or to the delivery of services under this Agreement. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CCO Contract or this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900, et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the CCO Contract and this Agreement and required by law to be so incorporated. No federal funds may be used to provide services under this Agreement in violation of 42 USC 14402.

16. **Nondiscrimination.** Provider agrees to:

1. 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

2. Subject to this Agreement, 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.
17. **Entire Agreement; Amendment.** 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.
18. **Limitation on Liability:** [Full term will be included with notification of selection]

19. **Notice/Contract Administration.** Any notice should be sent to the attention of the parties below.

For: CBO

name
title
org
addr
city st zip
email
phone

For: Trillium

name
title
org
addr
city st zip
email
phone

Authorized:

IN WITNESS WHEREOF, authorized representatives of the parties agree to the preceding terms and conditions of this document.

For: ***CBO***

For: Trillium Community Health Plan

Signature

Signature

Name
Title
Date

Name
Title
Date

Appendix E Trillium Community Health Plan: Community Benefit Initiatives Grant

HRS Qualification Spreadsheet

Y / N

	Is proposed investment for non-covered services under Oregon's Medicaid State Plan?
	Is proposed investment designed to improve health quality?
	Would proposed investment increase the likelihood of desired health outcomes in ways that are capable of being objectively measured and produce verifiable results and achievements?
	Would proposed investment be directed toward either individuals or segments of enrollee populations, or provide health improvements to the population beyond those enrolled without additional costs for the nonmembers?
	Is proposed investment grounded in evidence-based medicine, widely accepted best clinical practice or criteria issued by accreditation bodies, recognized professional medical associations, government agencies or other national health care quality organizations?
	Would proposed investment improve health outcomes compared to a baseline and reduce health disparities among specified populations?
	Would proposed investment prevent avoidable hospital readmissions through a comprehensive program for hospital discharge?
	Would proposed investment improve patient safety, reduce medical errors, and lower infection and mortality rates?
	Would proposed investment implement, promote and increase wellness and health activities?
	Would proposed investment support health information technology and meaningful use requirements necessary to accomplish quality improvement activities, which promote clinic community linkage and/or referral processes?
	Is proposed investment for a community-level intervention focused on improving population health and health care quality?

	Is proposed investment for cost effective services that will be offered to an individual member to supplement covered services?
	Does proposed investment align with priorities outlined in our latest Community Health Improvement Plan?
	Does proposed investment aim to advance social determinants of health and equity objectives?
	Does proposed investment aim to improve economic stability?
	Does proposed investment aim to improve education?
	Does proposed investment aim to improve neighborhood conditions?
	Does proposed investment aim to improve social and community health?
	Is proposed investment for administrative services?
	Is proposed investment for goods/services, which are available through other programs based on Medicaid being the payer of last resort?
	Is proposed investment for medically appropriate, cost-effective services which allow for covered services to be provided in alternative settings and by non-traditional providers, is intended to promote access to services in culturally responsive ways, enhance care coordination for high needs or underrepresented members, and reduce hospital, nursing facility and emergency department utilization?
	Is proposed investment included in exclusion list 1? (See attached)
	Is proposed investment included in exclusion list 2? (See attached)

Exclusion Lists:

Exclusion List 1

Provider training and certification

Capital investments in new facilities designed to provide **billable** health services

Select salary and hiring costs for CCO or health system/clinic staff

Advertising

Corporate sponsorships

Exclusion List 2

Those that are designed primarily to control or contain costs

Those which are paid for with grant money or other funding separate from premium revenue

Those activities that can be billed or allocated by a provider for care delivery and which are, therefore, reimbursed as clinical services

Establishing or maintaining a claims adjudication system

Retrospective and concurrent utilization review

Fraud-prevention activities

Developing and executing provider contracts or networks

Provider credentialing

Marketing expenses

Prospective utilization review that does not improve quality

Appendix F Trillium Community Health Plan: Community Benefit Initiatives Grant **Additional Resources re: HRS/CBI Funds Requirements**

OHA Documented examples of Approved HRS Expenditures for reference:

<https://www.oregon.gov/oha/HPA/dsi-tc/Documents/HRS-Example-Approved-Expenditures.pdf>

Full FAQ and HRS/CBI detail can be found on the OHA websites below:

The FAQ can be found here:

<https://www.oregon.gov/oha/HPA/dsi-tc/Documents/Health-Related-Services-CBI-Guide.pdf>

OHA Document on Health-Related Services Guide:

<https://www.oregon.gov/oha/HPA/dsi-tc/Documents/Health-Related-Services-CBI-Guide.pdf>

OHA Website with resources relating to HRS Funds:

<https://www.oregon.gov/oha/HPA/dsi-tc/Pages/Health-Related-Services.aspx>