

April 11, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Intergovernmental Agreement with CareOregon, Inc. for the Naloxone Distribution Project. Agreement value is \$741,00 for 21 months. Funding is through the CareOregon. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues: April 9, 2024.		
Performance Clackamas	1. Ensure safe, healthy, and secure communities 2. Health outcome disparities identified in the Community Health Improvement Plan will be reduced.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing, and Human Services Department requests the approval of a Revenue Intergovernmental Agreement with CareOregon, Inc. to purchase and distribute naloxone kits in Clackamas County.

Clackamas County is continuing to see rising rates of drug overdose- vital statistics data indicates a 109% increase in drug-induced fatalities from 2019 to 2022. The majority of these overdose deaths involve multiple drugs, including fentanyl and methamphetamine. During the past year, local ED visits related to synthetic opioids have nearly tripled. As fentanyl availability has increased, overdoses from fentanyl have continued to rise. It has never been a more critical time to ensure community members in Clackamas County have access to the life-saving drug naloxone to reverse opioid overdose.

This funding will allow CCPHD to sustain the current scale of naloxone distribution and training for community-based organizations, healthcare and behavioral health providers, street outreach partners, public safety, EMS, businesses, and schools to build community capacity for overdose prevention in Clackamas County.

Naloxone is a medication that carries no risk of abuse and has no effect on individuals who do not already have opioids in their system. It does not create physical dependency and produces no neurological or psychological effects or euphoria. It is also safe for children and pregnant women.

Naloxone distribution is an evidence-based strategy, and numerous studies have found that increasing naloxone in the community is associated with fewer overdose deaths. Approximately 40% of overdose deaths happen with someone else present.

The surgeon general has recommended that people at risk of opioid overdose, friends and family of people with an opioid use disorder, and community members who come into contact with people at risk for an opioid overdose should all carry naloxone.

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Equipping community members with naloxone and training to identify and respond to an overdose will significantly decrease the time from the onset of an opioid overdose to the delivery of life-saving care. This is especially true in rural areas of Clackamas County, where residents may experience longer EMS response times.

The contract term is upon signature through December 31, 2025.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement (11395) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,



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

CareOregon, Inc.
Healthcare Services Contract
Naloxone Distribution Program

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and Clackamas County (“Provider”) for the period of January 1, 2024 through December 31, 2025, and sets forth the understandings and commitments concerning funding and administration of the Naloxone Distribution Program (“Program”). For purposes of this Agreement, CareOregon and Clackamas County may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Naloxone Distribution Program
Provider Contact: Katie Knutsen, Apryl
Herron
E-mail: KKnutsen@clackamas.us,
AprylHer@clackamas.us

CO Project Number: VBP 24-08
LAN: 2B
CareOregon Contact: Stacie Andoniadis
E-mail: andoniadiss@careoregon.org

I. Recitals

- A. CareOregon is a Limited Liability Corporation contracted with the Oregon Health Authority (“OHA”) via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) to operate as a Coordinated Care Organization for the Oregon Health Plan (“OHP”).
- B. This Agreement is distinct and separate from the Provider’s Provider Agreement in place between CareOregon and Provider and shall be applicable only so long as the Provider Agreement remains in place and is effective between CareOregon and Provider.
- C. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.

II. Program Description:

The primary purpose of this Program is to support the Provider with the purchase and distribution of naloxone kits to organizations serving at-risk populations, businesses, and others in Clackamas County. This funding will support program costs for supplies and delivery of naloxone kits and services as well as training efforts in the county. Funding will sustain and expand the distribution of naloxone kits to populations at risk of overdose and those at risk of witnessing overdoses. As part of this model, Provider will contract with Project Red/Alano Club of Portland to support naloxone distribution and training efforts in the county.

III. Program Objectives:

The objectives of the Program are to support distribution equitably to organizations that serve those high-risk of overdose.

A. Priority distribution of naloxone kits includes:

- i. Organizations providing the most comprehensive services (links to treatment, recovery support, harm reduction and basic needs).
- ii. Organizations serving populations most at-risk of overdose (people who use substances, in recovery services or supports, unhoused, historically excluded communities, and justice-involved).
- iii. Those most likely to respond to an overdose in a bystander capacity (behavioral health providers, behavioral health resource network providers, peer delivered service providers, first responders, social service agencies, outreach providers, and organizations with prior overdoses on site).
- iv. Sustaining and expanding access to naloxone to organizations in Clackamas County who serve people at-risk of overdose, as well as individuals in Clackamas County who would like to carry naloxone and be trained to use it.

IV. Obligations:

A. Provider agrees to:

1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement, as further stipulated in Attachment A below.
2. Submit via email to CareOregon representative Stacie Andoniadis at BHPProviderReporting@careoregon.org and Paymentmodel@careoregon.org quarterly narrative report(s) by the date(s) listed describing the following items in the format presented in Attachment A:
 - a. Q1 reporting due April 30
 - b. Q2 reporting due July 31
 - c. Q3 reporting due October 31
 - d. Q4 reporting due January 31
3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
4. Meet with CareOregon personnel at a mutually agreed upon time should CareOregon request a check-in with Provider to review Program progress.

5. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.
- B. Success of the project will be determined by CareOregon's evaluation and approval of the final report content as validation that satisfactory progress towards meeting the project goals have been attained. If it is determined that satisfactory progress has not been made, CareOregon and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CareOregon members.
 - C. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

V. Payment:

- A. CareOregon will pay Provider the amount not to exceed **\$741,000.00** for the duration of the agreement.
 1. CareOregon will pay Provider \$370,500.00 upon Agreement execution. Payment will be made to Provider within 30 days upon signature by both parties and execution of this Agreement.
 2. CareOregon will pay Provider \$92,625.00 contingent upon timely receipt and approval by CareOregon of the Q1 report due April 30, 2024.
 3. CareOregon will pay Provider \$92,625.00 contingent upon timely receipt and approval by CareOregon of the Q2 report due July 31, 2024.
 4. CareOregon will pay Provider \$92,625.00 contingent upon timely receipt and approval by CareOregon of the Q3 report due October 31, 2024.
 5. CareOregon will pay Provider \$92,625.00 contingent upon timely receipt and approval by CareOregon of the Q4 report due January 31, 2025.

VI. Term and Termination.

- A. **Term.** This Agreement is January 1, 2024 ("Effective Date") and will terminate, December 31, 2025.
- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice to the other party.
 1. CareOregon may immediately terminate this Agreement for cause with written notice to the other party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.

- ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.
2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
3. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence

VII. Representations and Warranties.

- A. **General Warranty.** Provider represents and warrants that Provider and its employees, agents, contractors, subcontractors or representatives possess the knowledge, skill, experience necessary to execute all obligations contemplated for under this agreement and will execute such obligations, including performance of any services required hereunder, in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Provider expressly represents and warrants to CareOregon that Provider, as well as any subcontracted entity performing work pursuant to this Agreement, is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its employees, agents, contractors, or representatives are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee; or, (2) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Provider was ineligible to receive funding from CareOregon pursuant to this Agreement for any reason, Provider expressly agrees to promptly repay all such funding disbursed to it under this Agreement and Any discontinued funding that has been withheld will not be disbursed.
- D. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues that may impact Provider's contractual relationship with CareOregon, CareOregon may discontinue all funding associated with this Agreement until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

VIII. General Provisions:

- A. **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.
- B. **Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
1. During the course of performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information and specifically safeguard the health information of Members as it applies to activities related to this program.
 2. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.

5. The requirements of this Section C., **Confidentiality and Marketing**, apply to any of Provider's employees, contractors, agents, or representatives and it is Provider's responsibility to assure compliance with all such requirements. In addition, this Section shall survive the expiration or termination of this Agreement.

D. **Insurance.** Provider and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits, and any other required insurance coverage customary in the business in which the Provider and CareOregon are engaged. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.

E. **Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

F. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such

exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- G. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.
- H. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- I. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- J. **Notices.** A notice given under this agreement shall be deemed effective only upon the other Party's receipt of it.
- K. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

<signature page to follow>

**Agreed to on behalf of Clackamas
County**

Signature: _____

Name: _____

Title: _____

Date: _____

TIN: _____

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: _____

Attachment A
Reporting Deliverables

Deliverable	Date met	Description of progress, barriers, and workflow.
Report # of trainings provided by Project Red under this funding		
Report # of naloxone kits distributed to the community		
Report # of organizations serving priority populations/demographics who received naloxone kits and/or trainings		
Report success/barriers encountered		

