

March 02, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Memorandum of Understanding with Multnomah County for participation in a CareOregon, Inc. naloxone distribution project. Agreement value is \$440,000 for 21 months. Funding is through CareOregon, Inc. No County General Funds are involved.

Previous Board Action/Review	No Previous Board Action Briefed at Issues – February 28, 2021		
Performance Clackamas	1. Sustaining Public Health and Wellness		
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 & Human Services Department requests the approval of the Intergovernmental Agreement with Multnomah County for participation in the CareOregon, Inc. project: Overdose Prevention, naloxone distribution.

This project will increase access to naloxone and harm reduction supplies for Multnomah, Clackamas, and Washington County residents. Multnomah County will utilize existing workflows and purchase prices for naloxone and harm reduction supplies to distribute to appropriate, targeted populations and other entities as identified via this Agreement. All County residents are eligible for services described in this Agreement, regardless of public or commercial insurance coverage or income level.

Nationally, over 100,000 people died as a result of the overdose epidemic from September 2020 to September 2021. Approximately 75,000 of those deaths involved opioids, most of which were due to synthetic opioids such as fentanyl. Clackamas County also continues to see rising overdose deaths primarily due to opioids. Drug-induced death data from Vital Statistics shows 86 confirmed deaths for 2021, the highest our county has ever seen and an 87% increase from 2019. One evidence-based strategy being used to address the rising number of fatalities is to increase the availability of naloxone—a medication approved by the FDA to reverse opioid overdoses, particularly among vulnerable groups who may be uninsured or underinsured. As part of their overdose prevention efforts, the Clackamas County Public Health Division (CCPHD) has been working to distribute naloxone to those who serve people at risk for overdose; this includes community-based organizations, clinics, first responders, the county jail, schools, recovery housing, and houseless outreach providers. In 2021

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CCPHD staff distributed 6 500 kits county-wide. Numerous studies have found that increasing the distribution of naloxone in the community is associated with fewer overdose deaths. The out-of-pocket cost of naloxone can range from \$30 to \$100 or more, which can be a barrier to its use. Participation in the Overdose Prevention naloxone distribution project will significantly boost the efforts of CCPHD and work towards decreasing fatalities due to opioids among Clackamas County residents.

RECOMMENDATION: Staff recommends Board of County Commissioners approve this Revenue Intergovernmental Agreement #10980.

Respectfully submitted,



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



MULTNOMAH COUNTY MEMORANDUM OF UNDERSTANDING
Contract Number: HD-NOSPEC-14811-2023

This Memorandum of Understanding (“MOU”) is between Multnomah County, (“County”) and Clackamas County (“Contractor”).

CONTRACTOR ADDRESS: 2051 Kaen Rd Suite 367
CITY, STATE, ZIP: Oregon City, OR 97045

Term:

This MOU will be in effect September 1, 2022 through June 30, 2024 and may be renewed and/or edited as agreed upon by both parties. The MOU may be terminated early by either party with 30 day’s written notice.

PURPOSE:

The purpose of this MOU is to define roles and responsibilities associated with CareOregon, Inc. project: Overdose Prevention, naloxone distribution. This project will increase access to naloxone and harm reduction supplies for Multnomah, Clackamas, and Washington County residents. Multnomah County will utilize existing workflows and purchase prices for naloxone and harm reduction supplies to distribute to appropriate, targeted populations and other entities as identified via this MOU. This work builds on Multnomah County’s historical investments in harm reduction strategies such as naloxone and harm reduction supply distribution. All County residents are eligible for services described in this MOU, regardless of public or commercial insurance coverage or income level. Services as described in this MOU are not covered by health plans, nor will they generate third party payments or other revenue.

MOU Documents:

This MOU includes the following attached documents:

Attachment Letter	Description
A	LOA for Multnomah County naloxone distribution Multnomah County # HD-NOSPEC-14578-2023

COUNTY agrees to the following:

1. Lead coordination with Washington County Department of Health and Human Services and Clackamas County Public Health Division to deploy naloxone and harm reduction supplies to key identified areas including but not limited corrections release, emergency departments, EMS, law enforcement, schools.
2. Under this MOU Multnomah County will allocate naloxone and harm reduction supplies as following:
 - a. Washington County will receive up to \$560,000 in value of naloxone and harm reduction supplies.
 - b. Clackamas County will receive up to \$440,000 in value of naloxone and harm reduction supplies.

3. Purchasing of harm reduction supplies based on patient population, organization and County needs.
 - a. Purchase first 5,000 naloxone kits by 11/30/22.
 - b. Purchase and distribute up to 30,000 naloxone kits by 12/31/2023.
4. Fiscal monitoring: track supply purchase spending and available funds across three Counties and provide information on available funds when requested.
5. Receive, store and prepare harm reduction supplies for distribution at Multnomah County Health Department facilities. Apply CareOregon logo stickers to all harm reduction kits and naloxone medication. Stickers will be provided by CareOregon.
6. Distribute naloxone and harm reduction kits (with CareOregon sticker) to organizations. Responsible for coordinating supply pick up or delivery with receiving organization and/or County representative from Washington County Department of Health and Human Services or Clackamas County Public Health Division.

CONTRACTOR agrees to the following:

1. Coordinate with Multnomah County Health Department and Washington County Department of Health and Human Services to deploy naloxone and harm reduction supplies to key identified areas including but not limited to corrections release, emergency departments, EMS, law enforcement, schools.
2. Coordinate within Clackamas County to determine eligibility and prioritization of supply distribution across the County.
3. Receive CareOregon funded naloxone and harm reduction kits from Multnomah County Health Department to maintain existing supply access program. Clackamas County Public Health Division will maintain record of entities receiving supplies and distribution amounts of supplies funded by CareOregon and will provide information to the Multnomah County Health Department for reporting.
4. Determine appropriate, targeted populations and entities within Clackamas County to receive naloxone and harm reduction supplies for the purpose of reducing overdose mortality and adverse health outcomes associated with illicit substance use.
5. Provide Multnomah County Health Department with the name, contact information and approved supply amount for each entity receiving supplies within Clackamas County.
6. Should any approved entity within Clackamas County be unable to directly pick up supplies at the Multnomah County Health Department location, Clackamas County Public Health Division agrees to receive supplies on approved entity's behalf and conduct distribution.
7. Provide Multnomah County Health Department with necessary information to complete required reporting to CareOregon for the purposes of project monitoring and evaluation.

Termination:

The MOU may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent. In addition, at its sole discretion, Multnomah County Health Department may terminate this MOU:

1. Immediately upon written notice if CareOregon fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
2. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that CareOregon's support of the program under this MOU is prohibited or CareOregon is prohibited from paying for such support from the planned funding source.

3. Immediately upon written notice if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this MOU.

ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this MOU for the purpose of examination, copying and audit, unless otherwise limited by law.

DATA USE

1. The parties agree to share the data identified in this MOU, subject to the following terms and conditions. Each party grants to the other a license to access the data for the purposes described.
2. The parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving party's identified purpose, and only as permitted under the MOU and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this MOU and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other party's data for any purpose not directly related to its performances under the MOU or for the benefit of anyone other than the disclosing party without that party's prior written consent. To avoid ambiguity, a party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the MOU or as required by law.

ADDITIONAL TERMS AND CONDITIONS:

N/A

THIS IS THE ENTIRE AGREEMENT.

This MOU constitutes the entire agreement between the parties. This MOU may be modified or amended only by the written agreement of the parties.

CONTRACTOR SIGNATURE

I have read this MOU including the attached Exhibits and Attachments. I understand the MOU and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

Director or Designee: *Ebony Clarke/22* _____

Date: December 27, 2022 _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: Cindy Hahn _____

Date: December 21, 2022 _____



MULTNOMAH COUNTY MEMORANDUM OF UNDERSTANDING
Contract Number: HD-NOSPEC-14811-2023

Attachment A

LOA for Multnomah County naloxone distribution

System Investment 080422

prepared by BC/SA/LN

Multnomah County # HD-NOSPEC-14578-2023 1

CareOregon, Inc.
Letter of Agreement

This Letter of Agreement is between Multnomah County Health Department (Provider) and CareOregon, Inc. (CareOregon) for the time period of September 1, 2022, through June 30, 2024.

Project: Overdose Prevention, naloxone distribution

CareOregon Agreement Number: _____

Provider Contact: Kelsi Junge

Email: kelsi.junge@multco.us

CareOregon Contact: Stacie Andoniadis

E-mail: andoniadiss@careoregon.org

I. Recitals

- A. Care Oregon and Provider are independent companies.
- B. Care Oregon is an entity sub-contracted with Health Share of Oregon (HSO). HSO is contracted with the Oregon Health Authority (OHA) to operate as a Coordinated Care Organizations under the Oregon Health Plan (OHP) via a Health Plan Services agreement ("CCO Contract").
- C. Both entities acknowledge this project and its funding is separate from any of Care Oregon's other funding projects.
- D. This Agreement shall be applicable for the time period between September 1, 2022 through June 30, 2024.

II. Background:

The United States has seen a significant increase in the rate of fatal opioid overdose since the beginning of the COVID-19 pandemic, and Oregon was particularly affected by this surge. In the first six months of 2021, the rate of fatal overdose in Oregon increased by 34% compared with the prior year. Multnomah County is a critical provider of safety net services to people who use drugs and are experiencing substance use disorders and in need of harm reduction supplies and overdose prevention strategies. Portland, Oregon is experiencing a surge in potent supply of opioids due to the fentanyl surge in our area as well as a high rate of fentanyl cross-contamination with other substances, opioid and other substance use is riskier than it has been in the past.

III. Project Description:

In response to the overdose crisis, Care Oregon will partner with Multnomah County Health Department

to increase access to naloxone and harm reduction supplies to Multnomah, Clackamas, and Washington County residents. Multnomah County will utilize existing workflows and purchase prices for naloxone and harm reduction supplies to distribute to appropriate, targeted populations and other entities as identified via this contract. This work builds on Multnomah County’s historical investments in harm reduction strategies such as naloxone and harm reduction supply distribution.

IV. Project Objectives:

The purpose of this Agreement is to provide funding to support key activities of this project, including funding to support the administrative costs of program and deployment of naloxone and harm reduction supplies, purchasing of harm reduction supplies and systems level overdose prevention and supply tracking as able.

V. Payment Terms:

- A. Care Oregon will pay the Provider a maximum of \$3,000,000.00 during the terms of this Agreement. Payments will occur at two different time intervals. The first payment of 1,500,000.00 will be paid to Provider within 30 days upon signature and execution of this Agreement. The second payment of \$1,500,000.00 will be paid to Provider by December 31, 2022 upon receipt and approval by Care Oregon of the first progress report.
- B. Multnomah County will be utilizing funds for naloxone and harm reduction supplies as well as administrative costs and staff time to operationalize the program (health officer oversight, program supervisor, limited duration program technician / program specialist).
- C. Under this agreement Multnomah County will allocate the following: Washington County will receive up to \$560,000 and Clackamas County will receive up to \$440,000 for naloxone and harm reduction supplies.
- D. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
- E. Provider agrees these payments are for the period outlined above only and does not imply or guarantee ongoing funding.

VI. Reporting:

- A. Provider shall send reporting to Care Oregon designee on a bi-annual basis according to the following:
- B. The first report is due to Care Oregon no later than December 15, 2022 for the reporting period September 1, 2022 through November 30, 2022.
- C. The second report shall be due to Care Oregon no later than June 30, 2023 for the reporting period of December 15, 2022 through May 31, 2023.
- D. The third report shall be due to Care Oregon no later than January 31, 2024 for a reporting period of June 1, 2023 through December 31, 2023.
- E. The last report due no later than July 31, 2024 for a reporting period of January 1, 2024 through June 30, 2024.
- F. Reports shall be sent to BHProviderReporting@careoregon.org
- G. Provider will report based on the following deliverables:

Deliverable	Date Met	Description of progress, barriers, and workflow.
Purchase and distribution of up to 30,000 naloxone kits, 12/31/2023	12/31/2023	
First 5,000 naloxone kits will be ordered by 11/31/22	11/21/2022	

Apply Care Oregon logo stickers to all distributed harm reduction kits and naloxone medication. Stickers will be provided by Care Oregon.		
Purchasing of harm reduction supplies based up patient population, organization and County needs.		
Partner with Washington and Clackamas County to deploy naloxone and harm reduction supplies to key identified areas including but not limited corrections release, emergency departments, EMS, law enforcement, school		

VII. Miscellaneous:

- A. Should Provider’s Health Care Services Agreement with Care Oregon terminate this funding will cease immediately upon written notification of termination, and
- B. Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- C. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying Care Oregon of any significant obstacles or delays. Provider will notify Care Oregon if the Provider Contact changes.
- D. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by Care Oregon or the Provider Contact will suffice as written approval.
- E. If there is a reasonable threat to the health or safety of staff or members,
- F. Care Oregon may immediately terminate this Agreement in its entirety or suspend or restrict a particular employee of Provider from participating under this Agreement.

VIII. General Provisions:

- A. Provider is not eligible to participate in or receive funding associated with this Agreement if Provider is placed on the Tier Monitoring System by Care Oregon’s Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Agreement will be discontinued until Provider is removed from the Care Oregon Tier Monitoring System or has resolved compliance issue(s) to Care Oregon’s satisfaction. Any discontinued funding that has been withheld will not be disbursed. Care Oregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the

- payment disbursed under this Agreement at the time of immediate termination will be returned to Care Oregon.
- B. Should the Provider's Health Care Services Agreement with Care Oregon terminate, this funding will cease immediately upon written notification of termination and the Provider agrees to refund any amounts paid in advance prorated from the date of termination to the end of the time period outlined above.
 - C. Either party can terminate this Agreement with or without cause upon providing 30 days written notice to the other party. Any payments yet not made at the time of termination will not be made.
 - D. 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.
 - E. No amendment, modification, assignment, discharge of this Agreement, and no waiver hereunder, 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, assignment, discharge or waiver is sought.
 - F. Provider agrees to uphold all confidentiality provisions of the Agreement between Care Oregon and Provider, and specifically safeguard the health information of Care Oregon members as it applies to activities related to this program.
 - G. Both parties agree to seek written approval for, and provide, a copy of, any news releases or any other external communication related to the Agreement. Email approval by Care Oregon or the Provider Contact will suffice as written approval.
 - H. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying Care Oregon of any significant obstacles or delays. Provider will notify Care Oregon if the Provider Contact changes.