

February 8, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Grant Agreement with CareOregon Inc. for Overdose Prevention Projects. Agreement value is \$766,000 for two years. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	02/06/2024 - Briefed at issues 11/08/2023 - Approval to apply for grant – 20231108 II.E.1		
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 Board of Commissioners approved the Clackamas County Public Health Division to apply for a grant from CareOregon for Overdose Prevention Project Funding on November 8, 2023.

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.

A comprehensive response to the addiction and overdose crisis involves addressing the root causes of substance use, including lack of community connectedness/isolation, trauma, homelessness, overlapping mental health issues, adverse childhood experiences (ACEs), and the absence of basic needs. These factors must be addressed to help individuals on their journey to recovery. The purpose of this project is to strengthen partnerships between the Clackamas County Public Health Division, local public safety agencies, and other community partners to jointly address the growing overdose crisis we are experiencing in the highest-burden areas of Clackamas County. These strategies will bring together partners and leverage resources across multiple sectors to achieve common goals and further our reach in the community.

The overall goal is to reduce substance use and overdoses in Clackamas County with a focus on vulnerable populations, including the justice-involved and homeless communities. We plan to do this through increased outreach, linkages to peer-mentor recovery services, case management, and medications for opioid use disorder (MOUD).

This funding will work to reduce the number of people who have a first-time or repeat overdose, decrease 911 calls and hospital admissions, improve the quality of life for individuals with substance use disorders, and bridge gaps in care by connecting vulnerable individuals to treatment and other critical resources, such as housing, employment, healthcare, etc.

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Specifically, funding will support the following projects:

- **Project Hope**
 - Case Management and Care Coordination
 - 2 Peer Recovery Mentors
- **EMS Buprenorphine Pilot Project with Canby and Molalla Fire Districts**
 - Medical oversight, consultant and training of EMS medics, buprenorphine medication
- **Program Development, Coordination, Tracking and Evaluation**
- **Administrative Services**

RECOMMENDATION: The Staff respectfully recommends that the Board of County Commissioners grant approval for this revenue agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

CareOregon, Inc.
Healthcare Services Contract
Overdose Prevention and Response Project

This Healthcare Services Contract (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Public Health (Provider) for the time period of January 1, 2024 through December 31, 2025.

Project: Overdose Prevention and Response
Provider Contact: Katie Knutsen, Apryl Herron
E-mail: KKnutsen@clackamas.us
AprylHer@clackamas.us

CareOregon Agreement Number: BH 23-07
CareOregon Contact: Stacie Andoniadis
E-mail: Andoniadiss@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent companies.
- B. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), and 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. This Agreement is distinct and separate from the Provider’s Health Care Services 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.
- D. Both entities acknowledge this project and its funding is separate from any of CareOregon’s other funding projects.
- E. This Agreement shall be applicable for the time period between January 1, 2024 through December 31, 2025.

II. Project Objectives

The purpose of this Agreement is to enhance overdose response efforts through three initiatives. The funding provided through this Agreement will be used to support Providers existing projects, focused in the following areas and further described in section III, Project Descriptions:

- sustaining Project Hope, a collaborative of community partners that refers and supports those suffering from substance use disorder
- implementing an Emergency Medical Services (EMS) buprenorphine pilot project to prevent repeat overdose and reduce Opioid Use Disorder (OUD);
- increasing naloxone access through community outreach projects.

III. Project Descriptions

- a) **Project Hope:** A nationally recognized collaboration of community partners including public health, law enforcement, EMS, jail, health clinics, peer mentors and case managers. This unique program identifies, refers, and supports those suffering from addiction through the complicated path of recovery.
- Improve the quality of life for patients with substance use disorders.
 - Bridge gaps in care by connecting vulnerable patients to treatment and other critical resources.
 - Primary populations served are those with a substance use disorder; those who have survived an overdose.
 - Reduce the number of people who have a first time or repeat overdose on opioids and other drugs, thereby decreasing future 911 calls and hospital readmissions.
- b) **EMS Buprenorphine Pilot Project:** To save lives and improve patient outcomes, Clackamas County Public Health and local EMS agencies are implementing a novel approach to prevent repeat overdose and reducing opioid use disorder (OUD). Treatment of OUD with buprenorphine (bup) has been demonstrated to reduce relapse and overdose and starting bup in the field during a 911 call has the potential to bring more patients into care at a critical moment.
- Reduce the number of fatal overdoses, particularly in rural, underserved, and communities with the highest rates of overdose
 - Reduce stigma around naloxone, increase public awareness and readiness to help respond to an overdose, and thereby improve community cohesion
 - Support and equip the business community with necessary tools to better serve their community
- c) **NaloxBox Community Outreach Project:** To increase access to naloxone, particularly in rural areas of Clackamas County where access is very limited. Clackamas County Public Health will partner with organizations, businesses, etc. who are willing to host NaloxBox on-site
- Reduce the number of fata overdoses, particularly in rural, underserved, and communities with the highest rates of overdose
 - Reduce stigma around naloxone, increase public awareness and readiness to help respond to an overdose, and hereby improve community cohesion
 - Support and equip the business community with necessary tools to better serve their community

IV. Terms

- A. This Agreement is effective January 1, 2024 and will terminate December 31, 2025.
- B. Provider agrees to submit quarterly reporting to BHProviderReporting@careoregon.org on the following schedule:
 1. Q1 reporting due April 30, 2024
 2. Q2 reporting due July 31, 2024
 3. Q3 reporting due October 31, 2024
 4. Q4 reporting due January 31, 2025

Reporting requirements include narrative reporting on project progress, barrier, and deliverables to include:

- Number of quarterly referrals received by Project Hope
- Number of participants referred to peer support (quarterly)
- Number of participants engaged in case management (quarterly)
- Number of individuals engaged in EMS Buprenorphine Pilot Project (quarterly)
- Number of NaloxBox's and locations (ie: schools, library, post office)
- Report successes and barriers encountered

V. Payment

- A. CareOregon will pay Provider the amount not to exceed **\$766,000.00** for the duration of the Agreement.
 1. CareOregon will pay Provider \$383,0000.00 within 30 days of the execution of this Agreement.
 2. CareOregon will pay Provider \$95,750.00 contingent upon timely receipt and approval by CareOregon of the Q1 report due April 30, 2024.
 3. CareOregon will pay Provider \$95,750.00 contingent upon timely receipt and approval by CareOregon of the Q2 report due July 31, 2024.
 4. CareOregon will pay Provider \$95,750.00 contingent upon timely receipt and approval by CareOregon of the Q3 report due October 31, 2024.
 5. CareOregon will pay Provider \$95,750.00 contingent upon timely receipt and approval by CareOregon of the Q4 report due January 31, 2025.
- B. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
- C. Provider agrees these payments are for the period outlined above only and does not imply or guarantee ongoing funding. This Agreement is renewable upon termination at the sole discretion of CareOregon.

VI. 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 CareOregon'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 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.

- B. CareOregon 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 CareOregon.
- C. Should the Provider's Health Care Services Agreement with CareOregon 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.
- D. 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.
- E. 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.
- F. 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.
- G. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- H. 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 CareOregon or the Provider Contact will suffice as written approval.
- I. 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 CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- J. **General Warranty.** General Warranty. Provider represents and warrants that Provider, or its agents possesses the knowledge, skill, experience and valid licensure necessary to perform the services and will do so with the maximum reasonable degree of quality and attention to detail, and in a timely manner.

- K. **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, and workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.
- L. **Waiver; 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 non-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.
- M. **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 it and its employees are 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.

- N. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- O. **Relationship of the Parties.** CareOregon and Provider are independent entities who are entering into a contract for services. No provision of this Agreement is intended to create nor shall be construed to create any business or corporate relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- P. **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.
- Q. **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.

Agreed to on behalf of Clackamas County

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: _____

NPI: _____

Approved as to Form:

County Counsel

Date