

June 7, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County for the
Community Paramedic Opioid Overdose Response

Purpose/Outcomes	Clackamas County Public Health Division (CCPHD) will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model to help the overdose patient into recovery
Dollar Amount and Fiscal Impact	CCPHD will receive \$20,000.
Funding Source	Federal award passed through by Multnomah County. No County General Funds are involved.
Duration	Effective January 1, 2018 and terminates on May, 1 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	No previous Board Actions
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8842

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County for the Community Paramedic Opioid Overdose Response Program.

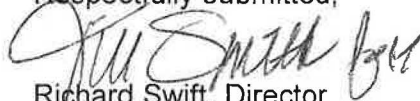
Clackamas County Public Health Division (CCPHD) will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model to help the overdose patient into recovery.

This Agreement is effective January 1, 2018 and continues through May 1, 2019. This contract has been reviewed by County Counsel on May 22, 2018. This agreement was just received from Multnomah County.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400004030

This is an Agreement between Clackamas County Public Health Department (CCPHD) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 2051 Kaen Road
CITY, STATE, ZIP: Oregon City, OR 97045

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
A	State of Oregon IGA Agreement Number 156301
F	Post Federal Award Requirements Standards

PURPOSE:

The purpose of this agreement is to subcontract Oregon Health Authority funding to decrease the number of individuals who overdose (OD) on opioids and decrease opioid OD mortality by increasing the number of individuals accessing Naloxone and overdose prevention education as well as addiction treatment through the Clackamas **County Community Paramedic Opioid Overdose Response**. The set of activities described in this IGA are part of a broader set of strategies OHA is funded by SAMHSA to implement in Oregon.

Project Description

EMS agencies play a critical role in their communities' response to the opioid epidemic. In Clackamas County, AMR responds to over 50% of opioid overdose calls received by 911 dispatch, saving hundreds of lives each year via naloxone rescue. Other communities in the U.S. are showing success with overdose victims by expanding the focus to include opportunities to help the patient into recovery by providing a warm handoff from the 9-1-1 response to the systems available to help with recovery. Through an innovative pilot project, CCPHD will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model in our county.

Community Paramedics from both Clackamas AMR and Clackamas Fire will be utilized to provide crucial follow-up to overdose victims after the emergency medical phase of the call ends. Community Paramedics are an ideal fit for this project since their role is to provide care coordination between patients and providers, community resource navigation and follow-up visits in the home to provide post-discharge education. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who overdose on opioids, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

Either follow-up by a Community Paramedic along with a Peer Recovery Mentor will occur in the Emergency Department or the home setting shortly after the overdose occurs. After an assessment is completed, patients will be navigated to recovery services in the community (inpatient, outpatient and community-based services) with a longer-term plan established to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from 1/1/2018 to 5/1/2019. This agreement may be renewed.

2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$20,000.
3. **RESPONSIBILITIES OF CCPHD**
 CCPHD will use the funds provided through this IGA to provide project coordination, TA and evaluation to AMR, Clackamas Fire, and Riverstone Clinic Staff.
 CCPHD will use these funds to purchase naloxone for distribution through the Project.
 CCPHD will collect data and submit reports as follows: Reports are due on Nov. 1 and April 1 of every year. Reports will include a comprehensive detailed description of the program activities and the following process and outcome measures, either from project data collection or secondary data sources:
- a. Number of opioid overdose referrals received
 - b. Number of overdose patients who receive follow-up in the ED or home
 - c. Number of patients who are referred to treatment
 - d. Type of treatment patient is referred to
 - e. Number of naloxone kits distributed
 - f. Reduction in number of overdose calls/repeat overdose calls
 - g. Reduction in drug use by patients who receive a visit from Community Paramedic
 - h. Reduction in heroin and opioid overdose mortality trend over time
4. **RESPONSIBILITIES OF COUNTY.** Provide policy, strategic, operational and training technical assistance to CCPHD for activities above, as needs are identified by CCPHD. TA may include training staff in Naloxone/OD prevention education, training a staff trainer at each site, providing guidance and best practice recommendations for staffing, stakeholder inclusive planning processes, creating alignment with law enforcement and other partners, Standing Orders, identifying scope and scale of service, service promotion, staff safety, integrating Naloxone with other Harm Reduction activities, supporting harm reduction messaging for addictions treatment engagement, supporting functioning data collection systems.
5. **TERMINATION.** This agreement may be terminated by either party upon 30 day's written notice. The Agreement 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, COUNTY may terminate this Agreement:
- (a) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) 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 Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CCPHD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CCPHD its officers, employees and agents in the performance of this agreement.
7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

- 11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 12. **PAYMENT/BILLING.** All invoices must be billed to Multnomah County and include the following information:
 - a. Invoice number and invoice date,
 - b. Vendor name and address,
 - c. Multnomah County contract number 4400004030,
 - d. Description of goods and/or services delivered,
 - e. Detail units of measure, price per unit, extended amount per line items; and
 - f. Total invoice amount.
- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement **does not** constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
93.788	OR-Opioid STR	\$20,000

- 15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. DATA USE.

- a. The Parties agree to share the data identified in this contract, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in this contract for the purposes described in this contract.
- b. 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 Contract 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 Contract 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 Contract 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 Contract or as required by law.
- c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
- (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - (iii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - (iv) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

17. ADDITIONAL TERMS AND CONDITIONS: N/A

18. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: 4400004030

CONTRACTOR SIGNATURE

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

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Debra Kufnyjes

Date: 5/16/18

Department Director Review (optional):

Director or Designee: N/A

Date: N/A

County Attorney Review:

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

By Assistant County Attorney: Bernadette Nunley/CJ

Date: 4/26/18



Grant Agreement Number 156301

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Multnomah County
Health Department
426 Stark Street, 6th Floor
Portland, OR 97204
Telephone: 503-793-0578
Contact: Kim Toevs, Director, STE/HIV/HCM Program
E-mail address: kim.e.toevs@multco.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Health Services, Health Policy & Analytics
500 Summer Street NE, E86
Salem, OR 97301-1118
Agreement Administrator: Rusha Grinstead or delegate
Telephone: 503-945-6189
E-mail address: rusha.grinstead@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **January 30, 2018**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **May 1, 2019** Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$429,796.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a subrecipient Recipient is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.788

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Multnomah County

Street address: 426 Stark Street, 6th Floor
City, state, zip code: Portland, OR 97204
Email address: kim.e.toevs@multco.us
Telephone: (503) 793-5078 Facsimile: ()

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured
Policy #: Expiration Date:

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement.
(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed.
(3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
(4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
(5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;

- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Multnomah County

By: Wendy Lear / ML
Authorized Signature

Wendy Lear
Printed Name

Health Department Interim Director
Title

03/22/2018
Date

State of Oregon acting by and through its Oregon Health Authority

By: Chris Moran
Authorized Signature

Chris Moran
Printed Name

Dobson
Title

4/9/18
Date

Approved for Legal Sufficiency:

Via e-mail by Steven Marlowe-Oregon Department of Justice

2/23/2018

Department of Justice

Date