

Contract Review Sheet

Contract for Services

HE-6551-25

Title: Purchase Opioid Treatment Medications

Contractor's Name: Cardinal Health 411

Department: Health and Human Services

Contact: Diana Lee Adams Hill

Analyst: Sandra Fixsen

Phone #: (503) 576-4652

Term - Date From: May 1, 2025

Expires: July 31, 2026

Original Contract Amount: \$ 1,500,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 1,500,000.00 Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative#

Description of Services or Grant Award

Health & Human Services Alcohol and Drug Program will purchase opioid treatment medications from Cardinal Health per the State Price Agreement 10700-00041601/MMCAP Infuse Contract #MMS2401062.

Total contract value \$1,500,000.00

Desired BOC Session Date: 4/30/2025

Contract should be in DocuSign by: 4/9/2025

Agenda Planning Date 4/17/2025

Printed packets due in Finance: 4/15/2025

Management Update 4/15/2025

BOC upload / Board Session email: 4/16/2025

BOC Session Presenter(s) Carol Heard

Code: Y

REQUIRED APPROVALS

DocuSigned by: 3/27/2025

Finance - Contracts

Date

DocuSigned by: Diana Lee Adams Hill 3/28/2025

Contract Specialist

Date

Signed by: Scott Norris 3/27/2025

Legal Counsel

Date

DocuSigned by: Jan Fritz 3/27/2025

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 30, 2025

Department: Health & Human Services

Title: HE-6551-25 Purchase Opioid Treatment Medications

Management Update/Work Session Date: April 15, 2025 Audio/Visual aids ☐

Time Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action:

Approve request for Opioid Treatment Medications to be purchased through the state price agreement with Cardinal Health.

Issue, Description & Background:

Health & Human Services Alcohol and Drug Program will purchase opioid treatment medications from Cardinal Health per the State Price Agreement 10700-00041601/MMCAP Infuse Contract #MMS2401062.

Financial Impacts:

Department anticipates yearly costs to be no more that \$500,000, and will renew in line with the state price agreement term. Total contract amount not to exceed \$1,500,000 (for five year term).

Impacts to Department & External Agencies:

Department anticipates no impact to other departments.

List of attachments:

Cooperative Agreement

Presenter:

Carol Heard

Department Head Signature:

DocuSigned by:

7D28A787656F458...



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500

555 Court St NE #4247

Salem, OR 97309-5036

Cardinal Health 110 LLC

c/o Bank of America Lockbox 3715

Collections Center Dr.

Chicago, IL 60693

United States

| Purchase Order | | |
|---|----------|------|
| Purchase Order No | Revision | Page |
| 932325 | 0 | 1 |
| Ship To: Marion County Health & Human Services 3160 Center Street NE Salem, OR 97301 United States | | |
| Bill To: Marion County Health & Human Services 3160 Center Street NE Salem, OR 97301 United States | | |

| | | | |
|----------------------------|-------------------------|---|--------------------------------------|
| Customer Acct No | Supplier No 580526 | Order Date / Buyer 1-May-2025 D Adams Hill | Revised Date / Buyer D Adams Hill |
| Payment Terms Immediate | Ship Via Best Method | F.O.B Destination | |
| Freight Terms Prepaid | Request Or Deliver To | Confirm To / Telephone () | |

| Line # | Description | Delivery Date | Quantity | Unit | Unit Price | Total |
|--------------|---|---------------|----------|------|------------|--------------|
| | Purchase Agreement Effective From: 01-May-25 To: 31-Jul-26 THIS PURCHASE IS PLACED AGAINST AGREEMENT MMS#2401062. THE TERMS AND CONDITIONS OF SUCH AGREEMENT AS SUPPLEMENTED AND MODIFIED BY STATE OF OREGON MEMBER-REQUESTED PARTICIPATING ADDENDUM #10700-00041601 APPLY TO THIS PURCHASE ORDER AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED. | | | | | 1,500,000.00 |
| Total | | | | | | 1,500,000.00 |

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

DocuSigned by:

Authorized By:

E4592AF8CAA542C

MARION COUNTY PURCHASING

NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

SIGNATURE PAGE FOR
PURCHASE OPIOID TREATMENT MEDICATIONS - HE-6551-25
between
MARION COUNTY and CARDINAL HEALTH 411

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

| | | |
|------------------------|---|-----------|
| Chair | | Date |
| Commissioner | | Date |
| Commissioner | | Date |
| Authorized Signature: | <div>DocuSigned by: <i>Ryan Matthews</i> 7D28A787656E458...</div> | 3/27/2025 |
| | Department Director or designee | Date |
| Authorized Signature: | <div>DocuSigned by: <i>Jan Fritz</i> DC46351248DE4EC...</div> | 3/27/2025 |
| | Chief Administrative Officer | Date |
| Reviewed by Signature: | <div>Signed by: <i>Scott Norris</i> 60C98A6F708240B...</div> | 3/27/2025 |
| | Marion County Legal Counsel | Date |
| Reviewed by Signature: | <div>DocuSigned by: <i>[Signature]</i> E4592AF8CAA542C...</div> | 3/27/2025 |
| | Marion County Contracts & Procurement | Date |

CARDINAL HEALTH 411 SIGNATURE

Authorized Signature: _____ Date _____

Title: _____