

**CONTRACT FOR SERVICES  
TILLAMOOK COUNTY AND TILLAMOOK FAMILY COUNSELING CENTER INC.  
FULFILLMENT OF HEALTH SYSTEMS DIVISION/  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM  
GAMBLING SERVICES**

This contract, made and entered into by and between Tillamook County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "county" and Tillamook Family Counseling Center Inc., acting by and through its Board of Directors, hereinafter referred to as "contractor" for the Fulfillment of Health Systems Division/Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services (the "agreement").

WHEREAS, county is authorized to obtain, by contract, the services necessary to conduct its operation pursuant to ORS 430.670; and

WHEREAS, contractor has available or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, contractor has a letter of approval from the State of Oregon, Health Systems Division (HSD), now therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises and covenants hereinafter stated, as follows:

**1. EFFECTIVE DATE**

This contract is effective July 1, 2021, and shall terminate on December 31, 2022. It is understood by both parties that no commitments have been made by either party beyond the termination of this contract.

**2. CONTRACT DOCUMENTS**

The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:

- 2.1 Exhibit A: Required Provider Contract Provisions;
- 2.2 Exhibit B: Provider Insurance Requirements;
- 2.3 Exhibit C: Exhibit B – Federal Award Identification (Required by 2 CFR 200.331(A)); and
- 2.4 Exhibit D: Tillamook County Fiscal Monitoring Assessment Questionnaire.

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**3. CONTRACTOR'S SERVICES**

The purpose of the contract is to fulfill the agreement, between Tillamook County and the State of Oregon, Health Systems Division, hereinafter referred to as the "division." Contractor shall perform the services necessary to conduct the program(s) as described in the agreement. Services shall be performed in accordance with the schedule approved by division and in accordance with contractor's proposal.

**4. REGULATIONS AND DUTIES**

County and contractor agree to comply with all applicable provisions of the agreement and all amendments thereto made during the term of this contract and any subsequent renewal thereof. Contractor also agrees to comply with all applicable provisions of the Administrative Rules and Procedures of federal and state law relating to contractor's performance and services under this contract. Any act or duty imposed upon county by division, which county determines to be within the scope of the agreement shall be performed by contractor on behalf of the county.

**5. REPORTING**

Contractor will prepare and furnish reports to county. This may include, but is not limited to, the items described in (a) through (g) below. All reports required below must be forwarded to [sblancha@co.tillamook.or.us](mailto:sblancha@co.tillamook.or.us) within the required periods. If contractor fails to provide reports within the required period, fund disbursement may be withheld.

- a. Reconciled list of Allotment Detail Reports and contractor Allotment Posting Reports will be provided for each calendar month by the last business day of the following month.
- b. Contractor will include [sblancha@co.tillamook.or.us](mailto:sblancha@co.tillamook.or.us) on quarterly report submissions to Oregon Health Authority for Special Reporting Requirements.
- c. A complete report of operating revenue and expenses for contracted services will be provided quarterly.
  - i. Separate revenue accounts will be maintained for each income source and type listed in the approved budget.
  - ii. Separate expense accounts will be maintained for each program and/or service element provided.
  - iii. This financial report will detail a comparison of revenues and expenses to the approved budget for the period.

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- d. A copy of the organizational balance sheet will be furnished quarterly.
- e. Contractor will provide HSD Expenditure reports for grant period end reporting within thirty (30) days of receipt.
- f. Contractor will provide county with a copy of a current audited financial statements within one-hundred-fifty (150) days following completion of contractor's fiscal year.
- g. Contractor will submit a Subrecipient Risk Assessment questionnaire, Exhibit D, annually within one-hundred-fifty (150) days following completion of contractor's fiscal year.

**6. COUNTY MONITORING**

Contractor agrees that services provided under this contract by contractor; facilities used in conjunction with such services and contractor's policies, procedures, performance data, financial records and other similar documents and records of the contractor that pertain, or may pertain to services under this contract shall be open for inspection by county or its agents, at any reasonable time during business hours. County will limit disclosures of contractor's records to minimum requirements of public records law. County and contractor agree that no reports or data containing client names will be released. Contractor agrees to retain such records and documents as prescribed for such records and documents by the State of Oregon Archivist.

**7. PAYMENTS**

**7.1. Covered Services**

Subject to availability of Health Systems Division funds, county shall provide monthly payments of division funds to contractor upon receipt of payment from the division, for the rendering of services listed in the agreement and subsequent amendments thereto.

**7.2. Method of Payment for Division Funds**

County will make payments of division funds to contractor within five (5) working days following receipt by the county of notice of deposit for HSD funds. Contractor will submit expenditure for reimbursement reports as prescribed by division. Fiscal year shall be based on the period July 1st to June 30th.

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7.3. Required Contract Provisions

Contractor shall comply with the provisions set forth on Exhibit A, which provisions are incorporated herein as though set forth in full.

7.4. Local Funds

Subject to the availability of funds and contractor's compliance with the provisions of Section 6 herein and the other provisions of the contract, county shall provide payments to contractor for the services and in the manner set forth as follows:

7.4.1. For the provision of mental health treatment, county shall provide payment to contractor within five (5) days following county's receipt of funds;

7.4.2. For the provision of gambling addiction treatment, county shall provide payment to contractor within five (5) days following county's receipt of funds;

7.4.3. For the provision of alcohol and drug treatment and prevention services, county shall provide payment of the Oregon State HSD Tax funds to contractor within five (5) days following receipt of the notice of deposit of the funds.

8. RECOVERY OF FUNDS

Expenditures of contractor may be charged to this contract only if they:

8.1. Are in payment for services performed as listed in the agreement;

8.2. Conform to applicable state and federal regulations and statutes. Any division funds spent by contractor for the purposes not authorized by this contract shall be deducted from payments or refunded to the county. Payments by county in excess of actual expenditures authorized by the division shall be deducted from payment or refunded to the county no later than thirty (30) days after the contract's expiration.

In the event that the division determines that county is responsible for the repayment of any funds to the division by contractor, contractor agrees to

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make such repayment as agreed to by the division, the county and the contractor.

**9. BUDGET TRANSFERS**

Contractor may not transfer funds from one service element to another without prior written approval of the division and county. Transfers may be made within program areas up to ten percent (10%) of the service element amount without prior written approval of the county and division, but transfers which exceed ten percent (10%) of the service element amount must receive prior written approval of the county and division.

**10. RETENTION OF REVENUE AND EARNED INTEREST**

Fees and third party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, for the services rendered by contractor and the interest earned on such funds in the possession of contractor shall be retained by contractor provided that such funds are expended for services which meets the standards of the division.

**11. TERMINATION**

**11.1. In Its Entirety Without Notice**

This contract shall terminate in its entirety without any requirement of notice to either party when the first of the following events occurs:

- 11.1.1. The parties mutually consent to termination in writing;
- 11.1.2. The contract term ends;
- 11.1.3. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.

**11.2. In Part Without Notice**

Any part of this contract may be terminated without any requirement of notice when the parties mutually consent to termination in writing.

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11.3. In Its Entirety or in Part With Notice

This contract may also be terminated in its entirety or in part and notice shall be given as follows:

- 11.3.1. County may terminate this contract for convenience upon sixty (60) days' notice. In such case, county shall make payment to contractor for services rendered under this contract through the date of termination.
- 11.3.2. Contractor may terminate this contract for convenience only as set forth in this section. Contractor shall first notify county in writing of contractor's desire to terminate under this section. Upon receipt of such written notice, county shall undertake to secure an alternative way to provide the service or services being terminated. Upon securing such alternative service or services, county shall notify contractor and contractor may at that time provide sixty (60) days' written notice of the date of such termination. In the event county is unable to secure an alternative way to provide the service or services, contractor shall not be entitled to terminate for convenience pursuant to this section.

11.4. Termination for Cause

The county may also terminate all or part of this contract as follows:

- 11.4.1. Within ten (10) days' notice, if funding to the county from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The county will give more notice whenever possible.
- 11.4.2. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that services are no longer allowable for purchase under this contract.
- 11.4.3. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by the contractor to provide a service element under this contract.

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- 11.4.4. With thirty (30) days' notice, if contractor fails to provide services or fails to meet any performance standard as specified by the county in this contract (or subsequent modification of this contract) within the time specified herein or any extensions thereof.
- 11.4.5. Upon notice, if the contractor fails to start up service on the date specified by the division of this contract (or subsequent modifications of this contract).
- 11.4.6. Upon notice, if county has evidence that the contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.
- 11.4.7. Failure of the contractor to comply with the provisions of this contract and all applicable federal, state and local laws and rules may be cause for termination of the contract. The circumstances under which a contract may be terminated by either party may involve major or minor violations. Major violations include, but are not limited to:
- 11.4.7.1. Acts or omissions that jeopardize the health, safety or security of clients;
  - 11.4.7.2. Misuse of funds; and
  - 11.4.7.3. Intentional falsification of records.

In the case where contractor's failure to perform jeopardizes the safety and security of the client, the contractor and the county shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days.

As a result of the investigation, if county or division substantiates grounds for termination of the contract, continued performance may be suspended by the county immediately. In all cases involving a major violation, a written notice of intent to terminate the contract shall be sent to the division and the contractor. Prior to contract termination, the contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected

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within a reasonable time, the contract may be terminated or other remedial actions may be initiated.

11.4.8. Minor violations usually involve less than substantial compliance with the general or specified conditions of the contract. In the event of alleged minor violations, a reasonable notice period shall be given and a correction action plan developed. This plan shall include stated activities that respond to specific violations and means by which a permanent change will occur in the procedures or practices that caused the violation. If these activities do not occur within the notice period, the contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation. Such termination shall be without prejudice to any obligation or liabilities of either party accrued prior to such termination.

11.4.9. With respect to any time limitations set forth in Section 10.4, any extensions of time granted by the division or the county will be extended to the contractor.

## 12. INDEPENDENT CONTRACTOR

Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 12.1. Contractor will be solely responsible for payment of all federal or state taxes required as a result of services performed under this contract.
- 12.2. This contract is not intended to entitle contractor to any benefits generally granted to county employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation or retirement benefits (except insofar as benefits are otherwise required by law if the contractor is presently a member of the Public Employees Retirement System).
- 12.3. The contractor is an independent contractor for the purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage. The contractor shall



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qualify and remain qualified for the term of this contract as a self-insured employer under ORS 656.407 or as a carrier insured employer under ORS 656A07. Contractor shall obtain and maintain at all times during the term of this contract Workers' Compensation insurance covering injuries to employees while carrying out duties under this contract. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than ten (10) days.

### 13. DELEGATION

Contractor may enter into subcontracts with qualified individuals or agencies to provide services under this contract. Contractor is wholly responsible for insuring that subcontractors fulfill all requirements of the agreement and the subcontract applicable to the work of the subcontractor. Failures of a subcontractor to abide by the requirements of the agreement or subcontract, as applicable, may be grounds for termination of this contract at the option of the county. The division, county, contractor and subcontractor agree to meet to discuss any major problems arising with subcontracts.

### 14. CONSTRAINTS

#### 14.1. Contractor shall:

14.1.1. Make payments promptly, as due, to all persons supplying the contractor labor or materials for the prosecution of the work provided by this contract.

14.1.2. Pay all contributions or amounts due the Industrial Accident Fund that contractor incurred in the performance of this contract.

14.1.3. Not permit any lien or claim to be filed or prosecuted against county on account of any labor or material furnished.

14.1.4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

14.2. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to contractor by any person in connection with this contract, as such claim becomes due, the proper offices representing county may pay such claim to the person furnishing the labor or services upon consultation with the contractor and charge the

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amount of the payment against funds due or to become due contractor by reason of this contract. County will further notify the contractor, at least five (5) working days in advance, if it is the county's intent to make such payment for any claim.

14.3. Contractor shall promptly, as due, remit any trust funds to the proper agencies or organizations. Examples of trust funds are:

14.3.1. Health insurance withholdings;

14.3.2. Social Security withholdings; and

14.3.3. Federal and state tax withholdings.

#### 15. HOLD HARMLESS

Contractor agrees it is an independent contractor and not any agent of the Oregon Health Authority, HSD or county. Contractor shall indemnify, defend and save harmless the State of Oregon, division, county, its officers, employees and agents from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of contractor, its own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the contract; or because of any act or omission, neglect or misconduct of contractor including but not limited to, injury to the life of person or damage to property, arising from the operation, maintenance, use or supervision of the motor vehicles acquired by contractor with or without division funds.

#### 16. LIABILITY INSURANCE

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of his services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the

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foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)
Professional Liability/ Errors and Omissions:	\$1,000,000

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

Additionally, contractor shall comply with the insurance requirements set forth on Exhibit B which requirements are incorporated herein as though set forth in full.

**17. SETTLEMENT OF DISPUTES**

Differences between contractor and county or between subcontractors will be resolved, when possible, at appropriate management levels, followed by consultation between boards, if necessary.

**18. FINANCIAL AUDIT**

Contractor shall provide county with an audit report as required for federal and/or state reporting requirements. Federal requirements shall supersede state requirements as applicable.

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**19. ASSIGNMENT**

This contract shall not be assigned by contractor without the prior written consent of the county.

**20. RENEWAL**

This contract may be renewed by county for two (2) subsequent, two (2) year periods, subject to the following conditions:

20.1. Renewal will be based on the county biennium implementation plan approved by the division; and

20.2. Renewal is subject to the availability of funding.

**21. NON-DISCRIMINATION**

Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation suffer discrimination in the performance of this contract when employed by contractor.

**22. GENERAL PROVISIONS**

**22.1. Integration**

This contract supersedes all prior oral or written agreements between contractor and county regarding the subject matter of this contract. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this contract.

**22.2. Savings**

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

**22.3. Waiver; Modification**

Failure by county to enforce any provision of this contract does not constitute county's continuing waiver of that provision, any other provision or of the entire contract.

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22.4. Jurisdiction; Law

This contract is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon unless otherwise agreed by the parties.

22.5. Legal Representation

In entering into this contract, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

22.6. Attorney Fees

In the event an action, suit or proceeding including appeals therefrom, is brought to enforce any provisions of this contract, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

22.7. Notices

Any notice required or permitted under this contract shall be in writing and deemed given when:

22.7.1. Actually delivered; or

22.7.2. Three (3) days after deposit in the United State Post Office, certified mail, postage prepaid, addressed to the other party at their last known address.

22.8. Public Contract

This agreement is a public contract and all applicable provisions of ORS Chapter 279A through 279C (as amended) are incorporated herein by reference.

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22.9. Language

The headings of the contract sections are intended for information only and shall not be used to interpret section contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable unless the context requires otherwise.

22.10. Subcontracting

Any subcontract ad infinitum of this contract shall express the general provisions section of this contract or incorporate it by reference.

**ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

CONTRACTOR: TILLAMOOK FAMILY COUNSELING CENTER INC.

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Frank Hanna-Williams  
906 Main Avenue  
Tillamook, Oregon 97141  
503-842-8201  
[frankhw@tfcc.org](mailto:frankhw@tfcc.org)

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
David Yamamoto, Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Vice-Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Commissioner

\_\_\_    \_\_\_    \_\_\_/\_\_\_

ATTEST:    Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
William K. Sargent  
County Counsel