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**NINTH AMENDMENT TO  
 OREGON HEALTH AUTHORITY  
 2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
 COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
 PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173148**

This Ninth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Tillamook County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows. Twelfth

**AGREEMENT**

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or June 30, 2023, whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured. **All references to the expiration date of June 30, 2023 in this Agreement shall be amended to December 31, 2023.**

2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

*The remainder of this page is intentionally blank*

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**Tillamook County**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved by: Director, OHA Health Systems Division**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.

**Attachment 1  
EXHIBIT C  
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: A0115

CONTRACT#: 173148

CONTRACTOR: TILLAMOOK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024														
63	420	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$4,073.30	\$0.00	A	1	Y			
63	421	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,771.00	\$0.00	A	1	Y			
63	450	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$3,010.70	\$0.00	A	1	Y			
TOTAL FOR SE# 63							\$8,855.00	\$0.00						
65	424	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$5,000.00	\$0.00	C	1	Y			1
65	887	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,500.00	\$0.00	C	1	Y			2
TOTAL FOR SE# 65							\$6,500.00	\$0.00						
66	420	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$625.86	\$0.00	A	1	Y			3
66	421	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,382.71	\$0.00	A	1	Y			3
66	450	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$15,153.88	\$0.00	A	1	Y			3
66	520	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$14,659.63	\$0.00	A	1	Y			3
TOTAL FOR SE# 66							\$31,822.08	\$0.00						
80	888	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$14,662.50	\$0.00	A	1	Y			
TOTAL FOR SE# 80							\$14,662.50	\$0.00						
81	888	-0-	TILLAMOOK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$8,050.00	\$0.00	A	1	Y			
TOTAL FOR SE# 81							\$8,050.00	\$0.00						
TOTAL FOR 2023-2024							\$69,889.55	\$0.00						
TOTAL FOR A0115 173148							\$69,889.55	\$0.00						

## Financial Pages

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: TILLAMOOK COUNTY  
DATE: 07/13/2023

Contract#: 173148  
REF#: 010

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0115 1 These funds are for A&D 65 Services to be invoiced from 7/1/2023 to 12/31/2023.

A0115 3 These funds must result in the delivery of A&D 66 Services to a minimum of 53 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 53 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.



MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173148

CONTRACTOR: TILLAMOOK COUNTY

INPUT CHECKED BY: \_\_\_\_\_

DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
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FISCAL YEAR: 2023-2024

TOTAL FOR SE# 25

\$278,350.06      \$0.00

26	301	CMHS	EASA	EARLY ASSESSMENT AN	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$11,364.00	\$0.00	A	26A	1	Y	
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26	804	BASE	EASA	EARLY ASSESSMENT AN	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$601.28	\$0.00	A		1	Y	
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TOTAL FOR SE# 26

\$11,965.28      \$0.00

30	804	BPSRB	PSRB	DESIG CLIENT	7/1/2023 - 12/31/2023	1 /SLT	\$465.27	\$2,939.33	\$0.00	A		1	Y	2
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TOTAL FOR SE# 30

\$2,939.33      \$0.00

TOTAL FOR 2023-2024

\$549,206.60      \$0.00

TOTAL FOR M0737 173148

\$549,206.60      \$0.00

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: TILLAMOOK COUNTY  
DATE: 07/14/2023

Contract#: 173148  
REF#: 011

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0737 1A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26,27,28,30,34 and 36 from 07/01/2023 to 12/31/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate scheduled found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.
- M0737 2A) These funds are for DUII Education services for Veterans. B) Funds are for A&D 65 services for invoices from 7/01/2023 to 12/31/2023.
- M0737 2MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of \$465.27 per month per slot for up to 1 slots.

**Certificate Of Completion**

Envelope Id: 1CF4145558F74952BCC450F95C2416BB

Status: Sent

Subject: 173148-9 Tillamook County

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Enveloped Stamping: Enabled

IP Address: 209.112.106.2

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Larry Briggs

Location: DocuSign

7/21/2023 4:42:04 PM

Larry.O.Briggs@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

**Signer Events****Signature****Timestamp**Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jon Collins

JON.C.COLLINS@dhssoha.state.or.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shawna McDermott

Shawna.m.Mcdermott@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Accepted: 7/24/2023 8:33:51 AM  
ID: 67634671-946e-4844-ac94-33da35be969a**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Debi Garland

dgarland@co.tillamook.or.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Accepted: 7/24/2023 8:53:11 AM  
ID: 23572032-dd7f-4c1b-9acd-811894748fa3

Sent: 7/21/2023 4:44:22 PM

Viewed: 7/24/2023 8:53:11 AM

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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HSD In  
HSD.Contracts@odhsoha.oregon.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shawn Kintner  
shawn.kintner@oha.oregon.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	7/21/2023 4:44:22 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.