

AGREEMENT

THIS AGREEMENT, effective retroactive to the 1st day of September, 2025, by and between **Clatsop County**, a political subdivision of the State of Oregon and **Columbia County**, a political subdivision of the State of Oregon.

WITNESSETH:

WHEREAS, Clatsop County Public Health (CPH) is awarded a contract by the Oregon Health Authority (OHA) to perform deliverables outlined in Program Element 62, Overdose Prevention, of their Intergovernmental Agreement (IGA); and

WHEREAS, the scope of work includes regional projects, including Columbia County Public Health (CCPH) who is willing to enter into a contract with CPH to perform these services in their jurisdiction; and

WHEREAS, the purpose of this agreement is to set forth the responsibilities of PE 62 to complete the deliverables and obligations outlined below in section 4 and 5; and

WHEREAS, pursuant to Oregon Revised Statutes 190.110, local governments may enter into agreements to perform the duties imposed on them;

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual promises hereinafter states as follows:

1. EFFECTIVE DATE: This Agreement is effective on the date last signed, below, and shall be retroactive to September 1, 2025.
2. TERM: The term of this Agreement shall be from September 1, 2025 to August 31, 2026.
3. FUNDING: Not to exceed the sum of \$20,000.00.
4. COLUMBIA COUNTY OBLIGATIONS:
 - A. Use funds to complete work as outlined in the PE-62 workplan (attachment A)
 - B. Provide updates to CPH to be included in quarterly progress reports to OHA as requested. Reports are due to CPH no later than the due dates listed in section 6 and in compliance with reporting requirements (attachment B)
 - C. Submit monthly invoices on or before deadlines as detailed in section 6
 - D. Adhere to guidelines set forth in PE 62 program element (attachment B)
5. CLATSOP COUNTY OBLIGATION.
 - A. Maintain fiscal responsibility and regional coordination for PE 62 of the OHA IGA
 - B. Collaborate and provide technical assistance to ensure deliverables are met
 - C. Report financials and progress to OHA as required (attachment B)
 - D. Provide a data form and invoicing template for reporting use
 - E. Pay to Columbia County \$20,000.00 of PE 62 funds in accordance with the terms of this agreement
 - F. Adhere to guidelines set forth by PE 62

6. REPORTING and INVOICING

- A. Submit one invoice for each month and include all expenses incurred within that month.
- B. Invoices will be due on the 15th of the following month in which expenses were incurred unless otherwise mutually agreed upon.
- C. Both parties will be included in emails from OHA that detail progress reporting deadlines.
- D. Submit their portion of quarterly progress reports to CPH using the provided template 15 days prior to the OHA deadline, unless time provided by OHA does not reasonably allow, or otherwise mutually agreed on.

7. PAYMENT TERMS

- A. Clatsop County will pay Columbia County funds consistent with the approved PE 62 workplan and consistent with Clatsop County policies.
- B. No funds will be released without sufficient completion of necessary reports and adequate documentation of expenditures.

8. GENERAL PROVISIONS:

- A. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including on appeal. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law.
- B. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated below or such other address as either party may designate by written notice to the other.

Clatsop County: Clatsop County Manager's Office
800 Exchange Street
Astoria, Oregon 97103
(503) 325-1000
(503) 325-8325 (fax)

Columbia County: Columbia County Public Health
Columbia County Courthouse Annex
230 Strand St
St Helens, OR 97051

- C. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.
- D. If any provision of this Agreement as applied to either party or to any

circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.

- E. Personnel. No employees will be transferred pursuant to this Agreement. Columbia County is hereby engaged under this Agreement as an independent contractor.
- F. Termination. Either party may terminate this Agreement for convenience upon 30-days' advance written notice to the other party. Funds due to Columbia County for services provided prior to the termination date shall continue to be due and payable.
- G. Indemnity/Hold Harmless. Each Party agrees to indemnify and hold harmless the other Parties, from and against all third-party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to the indemnifying Party's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by such Party. This obligation is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution.
- H. Insurance. Each Party shall maintain comprehensive general liability and property damage insurance or self-insurance in amounts up to the limits of the Oregon Tort Claims Act as to Agreement Clatsop County and Columbia County PE 62 Page 3 of 8 any and all work performed pursuant to this Agreement.
- I. Mediation. In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or a mediator agreed to by the Parties as soon as practicable after the dispute arises and preferably before commencement of litigation of any permitted arbitration.
- J. Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.
- K. Attorney Fees. If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.
- L. Merger. This Agreement represents the entire agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.
- M. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. Electronic Signatures. The parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. Both parties reserve the right at any time to require the submission of the hard copy originals of any documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. The signature of Clatsop County being by authority of its Board of Commissioners and the signature of Columbia County being by authority of its Board of Commissioners.

CLATSOP COUNTY:

COLUMBIA COUNTY:

By: _____

By: _____

Date: _____

Date: _____

Attachment A: North Coast Region PE-62 approved workplan

Attachment B: Oregon Health Authority Program Element 62: Overdose Prevention

Exhibit A

Overdose Prevention Initiative: Program Element 62 & 162

September 1, 2025 – August 31, 2026

Cover Sheet

Please provide the information requested below for program contact information.

Program Contact Information	
Local Public Health Authority Name	Clatsop County Public Health (CPH) Columbia County Public Health (CCPH) Tillamook County Public Health (TCCHC)
Funding Amount Allocated 9/1/25 – 8/31/26	\$100,098 (FY26 award) + \$19,390 (carryover) = \$119,488
Overdose Prevention Coordinator Name	Lisa Schuyler
Phone	503-325-8500
Email	lschuyler@clatsopcounty.gov
Names of other program staff funded through this PE	Clatsop County: Darby McNaughton Columbia County: Haley Schimmel, Madison Riethman, Alisha Davis Tillamook County: Austin Close, Rockie Phillips
Phone	Darby McNaughton: 503-325-8500 Haley: 503-396-0007 Austin: 503-812-9465 Rockie: 503-842-3931 Madison: 503-397-7310 Alisha: 503-397-7247
Email	dmcnaughton@clatsopcounty.gov haley.schimmel@columbiacountyor.gov madison.riethman@columbiacountyor.gov Austin.close@tillamookcounty.gov Rockie.phillips@tillamookcounty.gov alisha.davis@columbiacountyor.gov

Local Public Health Authority Administrator	Clatsop: Jill Quackenbush Columbia: Jaime Aanensen Tillamook: Marlene Putman
Phone	Jill: 503-325-8500 Jaime: 503-397-7232 Marlene: 503-842-3922
Email	jquackenbush@clatsopcounty.gov jaime.aanensen@columbiacountyor.gov Marlene.putman@tillamookcounty.gov

North Coast Region Work Plan

1: Core Program Components (Required)

Objective: Through August 31, 2026, North Coast Region will sustain its core program components by continuing to: <ol style="list-style-type: none"> Engage stakeholders to help support local overdose prevention goals and initiatives Implement and iteratively improve an overdose emergency response plan Promote public awareness of overdose risk and strategies to prevent overdose 					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/25 – 11/30/25	Quarter 2 12/1/25 – 2/28/26	Quarter 3 3/1/26 – 5/31/26	Quarter 4 6/1/26 – 8/31/26
MULTISECTOR INTERESTHOLDER GROUP ACTIVITY(S)					
Participate in regional health coalitions and taskforces including BHRN and other community partners	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel/CCPH	X	X	X	X
Attend relevant local or out of state meetings and conference	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel/CCPH	X	X	X	X
EMERGENCY RESPONSE PLAN ACTIVITY(S)					
Conduct weekly regional surveillance for overdose using ESSENCE/ODMAP/EMS data	Austin Close/TCCHC Lisa Schuyler/CPH Haley Schimmel/CCPH	X	X	X	X
Communicate/coordinate Overdose Surveillance and Response Plan for county with community partners	Lisa Schuyler/CPH Haley Schimmel/CCPH Austin Close/TCCHC	X	X	X	X
Collect and review local, regional, and state resources to assess data and trends	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel/CCPH	X	X	X	X

PUBLIC AWARENESS ACTIVITY(S)					
Host/attend community engagement activities including annual Overdose Awareness Day event in each county which includes Narcan, resources, medication safe storage, and/or stigma reduction messaging	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel	X	X	X	X
Provide Narcan/overdose prevention trainings and kits to organizations, businesses, and community members	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel/CCPH	X	X	X	X
Partner with local CBO Consejo Hispano for outreach and engagement services to the Latine community	Austin Close/TCCHC Haley Schimmel/CCPH Lisa Schuyler	X	X	X	X

2: Harm Reduction (Required)

Objective: By August 31, 2026, North Coast Region will... <ol style="list-style-type: none"> 1. Ensure People who use drugs (PWUDs) have access to overdose prevention and reversal tools, and treatment options and referrals 2. Improve local access to and delivery of harm reduction supplies/services to reduce overdose 3. Create and disseminate education and communication materials to increase awareness of and access to harm reduction resources 4. Increase health and wellbeing of PWUD by reducing communicable disease transmission 					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/25 – 11/30/25	Quarter 2 12/1/25 – 2/28/26	Quarter 3 3/1/26 – 5/31/26	Quarter 4 6/1/26 – 8/31/26
Integrate point-of-contact rapid testing for HIV/Syphilis/HCV to reduce communicable disease-related harm to PWUD in Tillamook County	Austin Close/TCCHC	X	X	X	X
Facilitate increased naloxone access for community members/partners and leverage other sources of harm reduction supplies to increase naloxone access in Tillamook County	Lisa Schuyler/CPH Haley Schimmel/CCPH Austin Close/TCCHC	X	X	X	X
Create and disseminate education and communication materials to increase awareness of and access to harm reduction resources	Lisa Schuyler/CPH Haley Schimmel/CCPH	X	X	X	X

Categories 3-5 are optional; please select at least one category.

The local Coordinator should work with OHA to ensure project scope meets funding expectations.

4: Public Safety Partnerships/Interventions

Objective: By August 31, 2026, North Coast Region will...

Options for objective(s):

1. Develop and maintain public health/public safety partnerships or collaboratives
2. Improve data sharing, availability, and use at the intersection of PH/PS
3. Improve knowledge, attitudes, and capacity among PH/PS to prevent and respond to overdose

Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/25 – 11/30/25	Quarter 2 12/1/25 – 2/28/26	Quarter 3 3/1/26 – 5/31/26	Quarter 4 6/1/26 – 8/31/26
Work collaboratively with law enforcement and first responders to promote and create a process for using ODMAP	Lisa Schuyler/CPH Austin Close/TCCHC	X	X	X	X
Work collaboratively with law enforcement and first responders to gather and share data and plan overdose response	Lisa Schuyler/CPH Haley Schimmel/CCPH	X	X	X	X
Work collaboratively with first responders to provide overdose prevention, medication safe storage/disposal, and naloxone resources and education to the community	Lisa Schuyler/CPH Haley Schimmel/CCPH Austin Close/TCCHC	X	X	X	X

5: Community-Based Linkage to Care

Objective: By August 31, 2026, North Coast Region will...					
Options for objective(s):					
<ul style="list-style-type: none"> • Initiate linkage to care activities • Support retention in care • Maintain recovery 					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/25 – 11/30/25	Quarter 2 12/1/25 – 2/28/26	Quarter 3 3/1/26 – 5/31/26	Quarter 4 6/1/26 – 8/31/26
Provide referrals to SUD/ODU treatment options, SUD-related community resources and reversal tools to PWUD at harm reduction and community events	Lisa Schuyler/CPH Austin Close/TCCHC Haley Schimmel/CCPH	X	X	X	X
Partner with Peers from other organizations that offer harm reduction and treatment services to connect with clients at Harm Reduction Events	Lisa Schuyler/CPH	X	X	X	X

Program Element # 62 Overdose Prevention

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

1. Background:

Substance use disorder and drug overdose are increasing health threats in Oregon. A 2020 National Survey on Drug Use and Health ranks Oregon at #2 in the country for rate of substance use disorder and #1 in illicit drug use disorder, prescription opioid misuse, and methamphetamine use. Oregon has seen a recent increase in overdoses from illicit fentanyl and non-opioid drugs, such as methamphetamine. OHA aims to reduce the burden of substance use disorder and overdose through several key strategies, including increasing equitable access to Harm Reduction supplies, supporting overdose response planning and coordination, increasing access to substance use disorder treatment, supporting safe and effective non-opioid pain management, providing tools and guidelines to support appropriate prescribing, and collecting and reporting data to inform response, prevention, and policy.

2. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to implement strategies that prevent opioid overdose, opioid misuse, substance use disorder, drug overdose, and related harms from substance use. Funds are designed to serve counties or regions with a high burden of drug overdose deaths and hospitalizations. Funds should complement other substance use disorder or overdose prevention initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

LPHA is expected to collaborate with multi-disciplinary partners and collaborators to develop, plan, implement, and evaluate culturally relevant interventions using tailored prevention strategies that emphasize reaching groups disproportionately affected by substance use disorder and overdose. LPHA should collaborate with other projects within the county that address the community's challenges related to drug overdose deaths. The funded activities for this Program Element seek to promote the OHA's overdose prevention aims and collaboration expectations.

All changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

3. Definitions Specific to this PE

Harm Reduction is a public health approach that focuses on mitigating the harmful consequences of drug use, including transmission of infectious disease and prevention of overdose, through provision of care that is intended to be free of stigma and centered on the needs of people who use drugs.

Harm Reduction strategies may include overdose education and naloxone distribution, low-threshold access to medications for opioid use disorder, drug checking (e.g., using fentanyl test strips), and education about safer drug use.

4. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
Community-Based Linkage to Care		*				X	X	X	X	X	X	X
Clinician/Health System Engagement		*				X	X	X	X	X	X	X
Public Safety Partnerships/ Interventions		*				X	X	X	X	X	X	X
Harm Reduction		*				X	X	X	X	X	X	X

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

5. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Submit a local program plan and local program budget to OHA for approval by October 15 every year. The local program plan may be modified throughout the project period based on shifting priorities, emerging needs, and LPHA capacity. LPHA must receive OHA approval for the revised local program plan to ensure it meets program requirements and remains within the scope of this Program Element. Upon OHA approval, the initial and any versions of the revised local program plan become incorporated herein by this reference. The local program work plan must include three or more of the following components:

(1) Convene or strengthen a county and/or regional coordinating body comprised of

multisector partners to assist with strategic planning and implementation of substance use disorder and/or overdose prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, law enforcement and first responder agencies, Harm Reduction organizations, persons with lived experiences, and representatives of diverse populations.

- (2) Develop, plan, implement, and evaluate an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, Harm Reduction partners, substance misuse prevention partners, and others). Assess and update response plans throughout the grant period.
 - (3) Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
 - (4) Liaise with local, county, and/or regional organizations providing overdose prevention, Harm Reduction, treatment, and/or recovery services to ensure coordination and reduce duplication of efforts.
 - (5) Coordinate with the individuals and/or organizations responsible for determining how local governments will allocate opioid settlement funds within the county and/or region to implement complementary overdose prevention activities. Support coordination of local resource allocation.
 - (6) Community-Based Linkage to Care – Implement activities that help initiate linkage to care, facilitate care retention, prevent treatment interruption, and/or maintain access to recovery services.
 - (7) Clinician/Health System Engagement – Collaborate with Coordinated Care Organizations and/or other health system partners to provide clinician education on evidence-based practices for pain management; screening, diagnosis, and linkage to care opportunities for opioid use disorder (OUD) and stimulant use disorder (StUD); and other OUD/StUD-related clinician education priorities.
 - (8) Public Safety Partnerships/Interventions – Develop and maintain public health and public safety (PH/PS) partnerships; improve data sharing, availability, and use; provide education on preventing and responding to overdose; implement evidence-informed and evidence-based overdose prevention strategies.
 - (9) Harm Reduction – Implement and support activities that reduce stigma towards people who use drugs and facilitate Harm Reduction interventions based on local need; utilize navigators to connect people to services; ensure persons who use drugs have access to overdose prevention and reversal tools, treatment options, and drug checking equipment; develop and sustain partnerships with syringe service programs and Harm Reduction organizations; create and disseminate education and communication materials; leverage existing Harm Reduction services and resources to expand access and prevent a duplication of efforts.
- b. Engage in activities as described in its local program plan, which has been approved by OHA.
 - c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.

- e. Provide the workspace and administrative support required to carry out the activities outlined in this Program Element.
 - f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
 - g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
 - h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.
6. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. **Program Reporting Requirements.**
- a. LPHA must submit quarterly Progress Reports.
 - b. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.
 - c. OHA will provide the required format and current service data for use in completing the Progress and Expense Reports.

8. **Performance Measures.**

If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element in the next state fiscal year.