

MEMORANDUM OF AGREEMENT NEEDLE EXCHANGE PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into by and between **Tillamook Family Counseling Center (TFCC)** and **TILLAMOOK COUNTY (COUNTY)**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services.

RECITALS

Whereas the Department of Health and Human Services is the health department of Tillamook County and a Federally Qualified Health Center for the purpose of providing access to harm reduction and needle exchange services to all Tillamook County communities regardless of ability to pay;

Whereas COUNTY provides a needle exchange program and desires to contract with TFCC; and

Whereas TFCC is willing to provide primary contact staff and storage for supplies under the terms and conditions set forth herein.

Whereas the goals of the needle exchange program are to reduce incidence of transmission of blood-borne infections through substance use, provide free access to needles/ syringes and safe disposal of used needles/syringes, and raise awareness about the risk of drug overdoses and associated fatalities.

WITNESSETH

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows, the mutual promises of each party are given in exchange and as consideration for the promises of the other party:

SECTION 1.0 COUNTY RESPONSIBILITIES

1.1 Scope of Services

- Provide needle exchange to the community that includes a "drop off" and "pick-up" station for needle syringes services delivered.
- Up to two (2) days per month with specific dates to be determined.
- Provide supplies, table, and tent for distribution.
- Provide proper disposition of used needles.
- Provide bilingual literature in English/Spanish.
- Provide public health to support the program.
- Communicate with TFCC staff about changes in schedules, issues, and any community concerns about the program or site.

SECTION 2.0 TFCC RESPONSIBILITIES

2.1 Staffing

- Provide a lead contact for communication with COUNTY.

2.2 Location of Services

- Provide an accessible location for needle exchange at current location, 1105 Ivy Avenue, Tillamook, primarily in the parking lot.
- Provide a secure location for storage of supplies for needle exchange at current

location, 1105 Ivy Avenue, Tillamook.

SECTION 3.0 EXPENSES

3.1 Each party shall be responsible for its own expenses and costs associated with an event.

SECTION 4.0 INSURANCE

4.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.272 and 30.273.

SECTION 5.0 LIABILITY; INDEMNIFICATION

5.1 Commencing on the effective date and continuing throughout the term of this Agreement, the parties shall, at their own cost, maintain general business, general liability, property and casualty liability, worker's compensation, employer's liability insurance coverage and any other insurance coverage required by law or customarily obtained by a similarly situated party. All of the foregoing required insurance shall be issued by an insurance company or indemnity company authorized to conduct business in the State of Oregon.

5.2 Each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this MOU. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

SECTION 6.0 EFFECTIVE DATE & TERM

6.1 The term of this Agreement shall begin October 1, 2021 and continue in force and effect until termination pursuant to the provision of Section 7.0 of this Agreement.

SECTION 7.0 TERMINATION

7.1 With Notice

7.1.1 The parties mutually consent to termination in writing.

7.2 Without Notice

7.1.1 Any party breaches any duty, term, or condition of this Agreement.

7.1.2 Either party commits a fraud or misrepresentation upon the other party.

7.1.3 Either party gives thirty (30) days written notice.

SECTION 8.0 MARKETING AND ADVERTISING

8.1 Advertising

The parties agree to consult and agree prior to printing or distributing any event promotional materials, advertising, or press communication, in any medium.

8.2 Marketing

The parties agree to coordinate marketing efforts relating to the event. Neither party shall refer to the other party in press, website, social media, or marketing materials without prior express written permission.

SECTION 9.0 GENERAL PROVISIONS

- 9.1 Notices: Any notice required or permitted under this Agreement shall be in writing and deemed given when:
- 9.1.1 Actually delivered, or
 - 9.1.2 Three (3) days after deposit in the United States Post Office, certified mail, postage prepaid, addressed to the other party at their last known address.
- 9.2 Language: The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable unless the context requires otherwise.
- 9.3 Integration: This Agreement supersedes all prior oral or written agreements between parties regarding these services. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this Agreement.
- 9.4 Savings: Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.
- 9.5 Jurisdiction; Law: This Agreement 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 agree by the parties.

SECTION 10 MISCELLANEOUS

- 10.1 Compliance with Laws: The parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of medicine and the practice of law.
- 10.2 Federal and State Program Eligibility: TFCC represents and warrants to COUNTY that neither it nor any of its employees or affiliates (a) are excluded from participation or otherwise ineligible to participate in a "federal health care program," as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program ("Excluded") and (b) have arranged or contracted (by employment or otherwise) with any employee or agent that TFCC or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event TFCC or one of its employees or affiliates is Excluded during the term of the arrangement, TFCC will notify COUNTY in writing within three (3) days after such event. Whether or not such notice is given to COUNTY, COUNTY may immediately terminate this Agreement upon written notice to TFCC.
- 10.3 Amendments, Modifications and Waivers: The provisions of this Agreement may be amended or modified only upon the written agreement of all of the parties hereto. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.
- 10.4 Licensure: The parties agree that each person working on the Mobile Clinic shall be properly trained and, if applicable, licensed to meet his or her respective duties. Each person shall maintain all applicable licenses, registrations, and certifications in good standing during the term of this Agreement.

- 10.5 Intellectual Property: The parties agree that no intellectual property is licensed under this Agreement. In addition, each party agrees not to use each other's name or trademarks without the other party's prior written consent.
- 10.6 Assignment: Neither party may assign or subcontract any rights or obligations under this Agreement to another party without prior written consent of the other party to this Agreement, and any such attempted assignment shall be void and of no effect.
- 10.7 Independent Parties: Neither party may legally or contractually bind the other party nor shall either party act as agent, employee, partner, or joint venture of the other party. Neither party's personnel will, for any purpose, be deemed to be an employee of the other party for tax withholding, liability coverage, or for compensation or benefit plan participation.
- 10.8 Entire Agreement: This Agreement sets forth the entire agreement and understanding of parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between parties regarding the subject matter hereof.
- 10.9 Execution: This Agreement may be executed by parties in counterparts, all of which taken together will be deemed one and the same instrument.
- 10.10 Governing Law: This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CARE and COUNTY have executed this Agreement on the days noted below.

Dated this 30th day of September, 2021.

Tillamook Family Counseling Center



Frank Hanna-Williams, Executive Director

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Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	_____	_____	_____/_____
_____ David Yamamoto, Vice-Chair	_____	_____	_____/_____
_____ Erin D. Skaar, Commissioner	_____	_____	_____/_____
ATTEST: Tassi O'Neil, County Clerk	APPROVED AS TO FORM:		
By: _____ Special Deputy	_____ Joel W. Stevens, County Counsel		