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Clackamas County
www.clackamas.us

July 23, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Subrecipient Grant Agreement with Fora Health for Recovery Campus design, development and construction services. Amendment adds the construction phase of the project. Amendment Value is \$23,290,003 for 2 years. Total Agreement Value is \$26,098,512 for 3 years. Funding is through Trillium Community Health Plan, Opioid Settlement, Supportive Housing Services Measure Funds, and Oregon Health Authority Grant Funds. No County General Funds are involved.

Previous Board Action/Review: Policy Sessions: April 10, 2024, November 7, 2024, December 11, 2024, February 11, 2025, July 29, 2025, November 4, 2025, November 12, 2025, and June 16, 2026.
Original Agreement April 10, 2025, Agenda Item 20250410 IV.C.3
Amendment #01 October 16, 2025, Agenda Item 20251016 V.E.9

Performance Clackamas: Health People and Public Trust through Good Government
Counsel Review: Yes – A. Naylor and A. Keller
Contact Person: Cindy Becker

Procurement Review: N/A
Contact Phone: 503-930-6894

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests to approval of an Amendment to a Local Subrecipient Agreement with Fora Health, Inc. for the design, development, and construction of the Recovery Campus.

In April 2023, Clackamas County passed a resolution to address addiction, homelessness, and mental health, recognizing that they must be addressed systemically and interdependently to provide individuals the best chance of self-sufficiency and a better life. The Board of Commissioners led the Clackamas Addictions Recovery Summit in September 2023, where national and international experts shared recommendations based on best practices. A key recommendation from the summit was to build a Recovery-Oriented Center/Campus that includes a continuum of services for individuals living with addiction.

On September 30, 2024, a Notice of Funding Opportunity (NOFO) was issued soliciting proposals for the development, design, construction, and operation of a Recovery Center for treatment and recovery. Following the review of the proposals received in response to the NOFO, Fora Health, Inc., formerly known as DePaul Treatment Centers, was selected to receive the grant award for the development of the Recovery Center on County-owned property located at 15301 SE 92nd Avenue in Clackamas.

Fora Health is one of Oregon’s oldest, largest, and most respected non-profit treatment centers providing treatment for substance use disorders and co-occurring mental health disorders. Fora Health and its identified partners for this project, Edlen & Co., Holst Architecture, and Walsh Construction, have collaborated on numerous projects in the tri-county region, including Fora Health’s

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Cherry Blossom Campus and Washington County's Center for Addictions Triage and Treatment Projects.

The project is now ready to proceed to the construction phase which will result in the completion of two buildings that will include 16 withdrawal management beds, 24 substance use disorder residential treatment beds, and 36 beds for transitional housing, support services, and outpatient services. Amendment #02 adds the requirements and initial funding for the construction phase of the Recovery Campus Project.

This Amendment, effective upon signature through June 30, 2028, adds \$23,290,003 provided by Metro Supportive Housing Services Funds, the Oregon Health Authority's Behavioral Health Investments Program Grant Agreement, and Health, Housing and Human Services department funds. Additional funding to support construction activities is anticipated from state, federal and private sources. Additional funds received will be added to this project via future amendment(s).

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Amendment 02 (12018-02) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh
Director of Health, Housing and Human Services

Subrecipient Amendment

<u>Subrecipient Agreement Number: H3S 12018</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S – Behavioral Health</u>	<u>Amendment No. 02</u>
<u>Subrecipient: Fora Health, Inc.</u>	<u>Amendment Requested By: Cindy Becker</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input checked="" type="checkbox"/> Other: Add OHA funding agreement

Justification for Amendment:

This Amendment #2 is entered into by and between Clackamas County (“COUNTY”) and Fora Health, Inc. (“SUBRECIPIENT”) and will become a part of that subrecipient agreement (“Agreement”) originally entered by and between the parties on April 10, 2024, as amended by Amendment No. 1 with an effective date of October 16, 2025. This Amendment #02 is effective upon the last signature of both parties (the “Effective Date”).

This Amendment #2 extends the term of the Agreement twenty-six (26) months and adds the funds, scope and requirements to allow for the construction phase of the Recovery Campus. This Amendment #02 adds Exhibit F-2: Behavioral Health Investments Program Grant Agreement and Declarations of Restrictive Covenants. Exhibit A: SUBRECIPIENT Scope of Work and Performance Reporting, Exhibit B: SUBRECIPIENT Project Budget and Exhibit C: Required Financial Reporting and Payment Request are updated through this Amendment #02 to reflect the additional scope of work and funding for the construction phase of the project. The order of precedence for this Agreement is also updated through this Amendment #02.

This Amendment #02 adds \$23,290,003.00, increasing the Agreement maximum value to **\$26,098,512** .

Except as amended hereby, all other terms and conditions of the agreement remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND Agreement, Section 1, Term and Effective Date:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on December 31, 2026, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning upon execution of the Agreement by both parties and expiring December 31, 2026, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the Effective Date and will terminate on **June 30, 2028** (the “Term”), unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the Term, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of the Term.

AMEND Agreement, Section 3, Standards of Performance:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs included with the requirements of the Social Determinants of Health and Health Equity Grant, Opioid Settlement Funds and Supporting Housing Services Funds identified below that is are the source of the grant funding and other required information in Exhibits A-G, which are attached to and made a part of this agreement by this reference. COUNTY shall inform SUBRECIPIENT of any other terms, conditions and other obligations required by local or State agencies providing funding under this Agreement. SUBRECIPIENT shall comply with such terms, conditions, or other obligations. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs included with the requirements of the Social Determinants of Health and Health Equity Grant, Opioid Settlement Funds, ***Supportive Housing Services Funds, Behavioral Health Investments Program Grant Agreement and Declaration of Restrictive Covenants, and other State and Federal funding identified below that are*** the source of the grant funding, ***all of which requirements are set forth in*** Exhibits A through G, which are attached to and made a part of this Agreement by this reference. COUNTY shall inform SUBRECIPIENT ***in writing*** of any other terms, conditions and other obligations required by local or State agencies providing funding under this Agreement. SUBRECIPIENT shall comply with such terms, conditions, or other obligations ***to the extent set forth in Exhibits A through G or otherwise provided by COUNTY to SUBRECIPIENT in writing.*** SUBRECIPIENT agrees to take all ***reasonably*** necessary steps, and execute and deliver any and all ***reasonably*** necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation ***reasonably*** necessary to comply with applicable State other funding requirements.

AMEND Agreement, Section 4, Grant Funds:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$2,808,509.00**. This is a cost reimbursement grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C, Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.
 - 4.1. **\$180,000.00** from Trillium Community Health Plan, Inc. – Social Determinants of Health and Health Equity Grant Agreement
 - 4.2. **\$2,100,000.00** from State of Oregon - Opioid Settlement Funds
 - 4.3. **\$528,509.00** from Metro Regional Government (Metro) - Supportive Housing Services Funds

TO READ:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$26,098,512 (“Grant Amount”)**. This is a cost reimbursement grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C, Required Financial Reporting and Payment Request. **COUNTY may disburse funds as an advance rather than a reimbursement. SUBRECIPIENT will use Exhibit C when requesting either an advance or a reimbursement of grant funds.** Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of **the Term** if award conditions are not met.
 - 4.1. **\$180,000.00** from Trillium Community Health Plan, Inc. – Social Determinants of Health and Health Equity Grant Agreement
 - 4.2. **\$2,890,000.00** from State of Oregon - Opioid Settlement Funds
 - 4.3. **\$12,476,071.00** from Metro Regional Government (Metro) - Supportive Housing Services Funds
 - 4.4. **\$10,000,000.00** from State of Oregon, Oregon Health Authority, Behavioral Health Division, Behavioral Health Investments Program Grant Agreement and Declaration of Restrictive Covenants
 - 4.5. **\$552,441.00** from Clackamas County Health, Housing & Human Services

Upon availability of additional funding, Grant Amount may be increased through amendment(s) to this Agreement. The COUNTY is in the process of obtaining additional funding from state, federal, and private sources in an anticipated amount of up to \$14,000,000 (the “Contingent Funds”). When the Contingent Funds are available, as determined by County in its sole discretion, the COUNTY will amend this Agreement to add all or a portion of the Contingent Funds to the Grant Amount. The COUNTY intends the total Grant Amount, upon receipt of the Contingent Funds, will be \$39,198,904. The availability of the Contingent Funds is contingent upon disbursement of funds from state, federal, and private sources to the COUNTY. SUBRECIPIENT understands and agrees that COUNTY will have no obligation to disburse the Contingent Funds, or otherwise perform under this Agreement with respect to the Contingent Funds, in the event the applicable funding source fails to disburse the Contingent Funds to COUNTY.

The parties acknowledge that SUBRECIPIENT is incurring costs and expenses associated with the Project, and regardless of whether COUNTY receives the Contingent Funds, SUBRECIPIENT will be able to draw the entirety of the Grant Amount to pay costs and expenses so incurred. COUNTY also acknowledges that, if federal funds are awarded or committed to the COUNTY after the Effective Date, SUBRECIPIENT may not be able to comply with requirements associated with such federal funds. If SUBRECIPIENT is unable to comply with any such federal requirements, as determined by SUBRECIPIENT in its reasonable discretion, the COUNTY and SUBRECIPIENT shall work cooperatively to determine how to fill such funding gap.

If COUNTY is unable to obtain and disburse the Contingent Funds, in its sole discretion, COUNTY will provide written notice to SUBRECIPIENT that it is unable to obtain the Contingent Funds within 14 (fourteen) days. At any time following SUBRECIPIENT'S receipt from COUNTY of such notice, either party may terminate this Agreement by written notice to the other party, COUNTY shall promptly pay to SUBRECIPIENT sums from the Grant Amount sufficient to pay all Project costs, including any and all reasonable wind down and demobilization costs. This paragraph shall survive termination of this Agreement.

AMEND Agreement, Section 13.b., Indemnification:

b) Indemnification.

- a. **Indemnification and Defense of County.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by regional (including Metro), State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b. **Indemnification and Defense of Metro.** SUBRECIPIENT agrees to indemnify, defend, save and hold harmless Metro Regional Government (Metro), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon SUBRECIPIENT's acts or omissions in performing under this Agreement. However, neither SUBRECIPIENT nor any attorney engaged by SUBRECIPIENT shall defend the claim in the name of Metro attorney's office authority to act as legal counsel for Metro, nor shall SUBRECIPIENT settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

TO READ:

b) Indemnification.

- a. **Indemnification and Defense of County.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any third-party claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control associated with this Agreement; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by regional (including Metro), State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b. **Indemnification and Defense of Metro.** SUBRECIPIENT agrees to indemnify, defend, save and hold harmless Metro Regional Government (Metro), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon SUBRECIPIENT's acts or omissions in performing under this Agreement. However, neither SUBRECIPIENT nor any

attorney engaged by SUBRECIPIENT shall defend the claim in the name of Metro attorney's office authority to act as legal counsel for Metro, nor shall SUBRECIPIENT settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

- c. ***Indemnification and Defense of the State of Oregon. SUBRECIPIENT agrees to save, hold harmless, indemnify and defend the State of Oregon, Oregon Health Authority, and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (each, a "Claim") related to this Agreement, or the Project, resulting from or arising out of the acts, omissions, neglect or misconduct of the SUBRECIPIENT, or SUBRECIPIENT's contractors, subcontractors, agents, or employees, under this Agreement or related to the Project. Neither SUBRECIPIENT, nor any attorney engaged by the SUBRECIPIENT, may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may SUBRECIPIENT settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, SUBRECIPIENT will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice.***

AMEND Agreement, Section 13.f., Governing Law:

- f) ***Governing Law.*** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

TO READ:

- f) ***Governing Law. This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County, for the State of Oregon. Notwithstanding the foregoing, if a dispute between COUNTY and SUBRECIPIENT arises from, or expressly implicates a party to, a funding agreement with the County (for example and not by way of limitation, the State of Oregon, Trillium, or Metro), and the applicable funding agreement contains a venue and jurisdiction clause that differs from this Subsection, the parties will consider in good faith agreeing to hear all such related matters and disputes in one legal jurisdiction and forum. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment of the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section. Notwithstanding anything to the contrary set forth in this Section 13.f, if any claim, action, or suit is brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.***

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #1

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ADD Agreement, Section 13.n., Survival:

- n) Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Article II, Sections 3, 7, 13(a), (b), (d), (e), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.*

AMEND Agreement, Section 14, Agreement Documents:

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Project Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: Social Determinants of Health and Health Equity Grant Agreement between Trillium Community Health Plan and Clackamas County
- Exhibit G: Original Notice of Funding Opportunity and SUBRECIPIENT's approved proposal and certification

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit F
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit G

TO READ:

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Project Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F-1: Social Determinants of Health and Health Equity Grant Agreement between Trillium Community Health Plan and Clackamas County
- ***Exhibit F-2: Behavioral Health Investments Program Grant Agreement and Declaration of Restrictive Covenants***

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #1

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- Exhibit G: Original Notice of Funding Opportunity and SUBRECIPIENT’s approved proposal and certification

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- ***This Agreement***
- ***Exhibit F-2***
- ***Exhibit D***
- ***Exhibit F-1***
- ***Exhibit A***
- ***Exhibit E***
- ***Exhibit C***
- ***Exhibit B***
- ***Exhibit G***

ADD THE FOLLOWING TO THE AGREEMENT:

15. Oregon Health Authority Recorded Agreement. A portion of the funding for this Agreement is from a grant and declaration of restrictive covenants (“OHA Grant”) entered into between COUNTY and the State of Oregon, acting through the Oregon Health Authority (“OHA”), that will be recorded in the real property records of Clackamas County. SUBRECIPIENT will perform its obligations under this Agreement in accordance with the terms and conditions the OHA Grant. This obligation will survive termination of this Agreement but only to the extent that specific terms and conditions of the OHA Grant remain in effect.

REPLACE EXHIBIT A, SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING, WITH THE FOLLOWING:

PROGRAM NAME: CLACKAMAS COUNTY RECOVERY CAMPUS	H3S Agreement #12018
SUBRECIPIENT: FORA HEALTH, INC.	

Statement of Work

The project (“Project”) is for the design, development, and construction of a recovery Campus for individuals with substance use disorders on County-owned property located at 15301 SE 92nd Avenue, Clackamas, Oregon, 97015. The campus will include two buildings that will provide withdrawal management, inpatient residential treatment, outpatient treatment and housing services. The Project shall be completed in two stages, Stage 1: Design, Development, and Pre-Construction, and Stage 2: Construction. This Project shall be restricted to **providing services** within the Metro jurisdictional boundary.

Scope of Work

Stage 1: Design, Development and Pre-Construction

COUNTY shall provide funds to SUBRECIPIENT for the design and development of the recovery campus. SUBRECIPIENT, in collaboration with identified partners, Edlen & Co. for project management, Holst Architecture for architecture services, and Walsh Construction for pre-construction services shall **use funds provided for the following purposes, and in accordance with the following timeframes:**

Schematic Design _____ 3 Months

Deliverables:

Schematic Design Drawings

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #1

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*Schematic Design Outline Specifications describing quality standards and systems
Construction Cost Estimate based off 100% Schematic Design documents*

Design Development 3.5 Months

Deliverables:

Design Development Drawings

Design Development Specifications

Construction Cost Estimate based off 100% Design Development documents

Construction Documents 4 Months

Deliverables:

95% Construction Documents (To include drawing, documents, and specifications)

Value Engineering

Following completion of 95% of Construction Documents and prior to final permitting submission, SUBRECIPIENT shall conduct a formal Value Engineering process.

Deliverable:

Written Value Engineering (VE) Report

Updated Construction Cost Estimate

Revised Construction Documents incorporating approved VE modifications

Permitting and Bidding 4 Months

Deliverables:

100% Bid/Permit Construction Documents (Including drawing, documents, and specifications)

Collaboration with County

SUBRECIPIENT and/or SUBRECIPIENT's identified partners shall meet, at minimum, **every other week** with COUNTY's Project Coordinator and team to review progress, identify issues/concerns, and **ensure funds provided under this Agreement are used in accordance with the terms and conditions of the Agreement.**

SUBRECIPIENT and/or SUBRECIPIENT's identified partners shall be available to provide updates to COUNTY'S Board of County Commissioners, as needed.

Reporting Requirements

SUBRECIPIENT shall submit all deliverables for each phase of Stage 1 to the COUNTY's Project Coordinator, Cindy Becker, via email at CBecker@clackamas.us.

SUBRECIPIENT shall submit the following to COUNTY's Project Coordinator:

- GANTT schedule detailing major tasks, milestones, and deliverables for each phase of the pre-construction work identified above. The GANTT schedule shall be updated and submitted, at minimum, monthly.
- Cost estimates for the Project in each pre-construction phase with final costs estimates included with Construction Documents.
- Additional project-related ad hoc reporting or information requested by COUNTY, COUNTY's Project Coordinator, or designee.

Performance Reporting

SUBRECIPIENT shall complete and/or collaborate with COUNTY for the completion of any performance reporting required by the sources of funding for this Agreement.

Stage 2: Construction

SUBRECIPIENT may use funds provided under this Agreement for eligible construction costs. Eligible construction costs are Project costs and expenses identified in the proposed construction budget attached as Exhibit B.

All construction activities shall be performed in accordance with the terms and conditions of this Agreement, including but not limited to procurement requirements, insurance requirements, funding agency(ies) requirements, and general administrative and federal terms and conditions set forth in Exhibits D, E, and F-2.

The COUNTY's role is limited to funding, monitoring, and oversight as defined in this Agreement. The COUNTY shall not be responsible for construction management, contractor supervision, or construction means and methods.

Scope of Work – Construction

SUBRECIPIENT shall:

- 1. Execute construction contracts consistent with the public contracting requirements identified in this Agreement by the COUNTY.***
- 2. Comply with the applicable requirements of the OHA Grant including, but not limited to, Section 4 (Additional Representations, Warranties and Covenants of Grantee; Use Restrictions).***
- 3. Manage all aspects of construction including site work, building construction, construction administration, third-party inspections, permit inspections, and commissioning for Buildings 1 and 2 of the Recovery Campus, and associated site work.***
- 4. Maintain or cause the general contractor to maintain a detailed construction schedule utilizing Critical Path methodology. Updated schedules shall be provided to COUNTY monthly.***
- 5. Notify COUNTY of any material schedule changes exceeding thirty (30) days.***
- 6. Notify COUNTY promptly of any material issues affecting the project, including significant construction delays, contractor disputes, cost overruns, or risks to project completion.***
- 7. Provide monthly summary of project expenditures and budget including but not limited to:***
 - a. Total Project budget***
 - b. Amount of Project budget expended to date***
 - c. Amount of Project budget invoiced during the reporting period***
 - d. Remaining Project budget balance; and***
 - e. Cost overruns or anticipated budget changes***
- 8. Notify COUNTY of any material changes that significantly alter the project scope, schedule, or budget.***
- 9. Maintain a Project risk register identifying material risks to cost, schedule, or completion and update on a regular basis. This register shall be reviewed on a monthly basis.***
- 10. Provide periodic Project photographs or other documentation demonstrating construction progress.***
- 11. Not construe COUNTY receipt or review of Project reports, schedules, or documentation as approval of construction means, methods, or contractor performance.***
- 12. Comply with the terms, conditions, and stipulations of the Memorandum of Agreement between Clackamas County and the Oregon State Historic Preservation Office ("SHPO) regarding the Clackamas School located at 15301 SE 92nd Ave, Clackamas, Oregon. Notwithstanding the above, SUBRECIPIENT shall not be obligated to comply with any requirements in Section VI – Termination from the COUNTY's agreement with SHPO.***
- 13. Upon completion of construction, provide the following:***
 - a. Certificate of occupancy;***
 - b. Documentation of final inspections;***
 - c. Final project budget and expenditure report; and***
 - d. Closeout documentation in electronic format***

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #1

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Prevailing Wage Compliance

This Project is subject to prevailing wage requirements. SUBRECIPIENT and its contractors shall comply with Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate requirement or Federal requirements, as applicable including, but not limited to, compliance with OAR 839-025-0020(7).

SUBRECIPIENT shall comply with the Prevailing Wage requirements outlined in Section 4.9 of the OHA Grant included as Exhibit F-2 of this Agreement.

Reporting Requirements

Performance Reporting: SUBRECIPIENT shall complete and/or collaborate with COUNTY for the completion of any performance reporting required by the sources of funding for this Project.

Construction Phase Reporting:

1. **SUBRECIPIENT shall provide the following reports monthly to COUNTY:**
 - a. **Updated construction schedule**
 - b. **Narrative construction progress summary**
 - c. **Budget-to-actual report**
2. **SUBRECIPIENT shall provide the following reports quarterly to COUNTY:**
 - a. **Narrative construction progress summary**
 - b. **Construction spending forecast updates**
3. **SUBRECIPIENT shall address requests for any ad hoc reporting in a timely manner.**
4. **All reporting shall be provided to COUNTY’s Project Coordinator, Cindy Becker, via email at CBecker@clackamas.us.**

AMEND EXHIBIT B, SUBRECIPIENT PROJECT BUDGET:

PROGRAM NAME: CLACKAMAS COUNTY RECOVERY CAMPUS	H3S Agreement #12018
SUBRECIPIENT: FORA HEALTH, INC.	

Pre-Construction Budget	
Building 1	
Schematic Design	\$ 396,934.00
Design Development	\$ 491,933.00
Construction Documents	\$ 587,470.00
Permitting & Bidding	\$ 354,445.00
Building 1 Pre-Construction Total	\$ 1,830,782.00

Fora Health, Inc.

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Building 2	
Schematic Design	\$ 196,034.00
Design Development	\$ 275,138.00
Construction Documents	\$ 321,051.00
Permitting & Bidding	\$ 185,504.00
Building 2 Pre-Construction Total	\$ 977,727.00
Pre-Construction Total \$ 2,808,509.00	

TO READ:

PROGRAM NAME: CLACKAMAS COUNTY RECOVERY CAMPUS	H3S Agreement #12018
SUBRECIPIENT: FORA HEALTH, INC.	

Pre-Construction Budget	
Building 1	
Schematic Design	\$ 396,934.00
Design Development	\$ 491,933.00
Construction Documents	\$ 587,470.00
Permitting & Bidding	\$ 354,445.00
Building 1 Pre-Construction Total	\$ 1,830,782.00
Building 2	
Schematic Design	\$ 196,034.00
Design Development	\$ 275,138.00
Construction Documents	\$ 321,051.00
Permitting & Bidding	\$ 185,504.00
Building 2 Pre-Construction Total	\$ 977,727.00
Pre-Construction Total	\$ 2,808,509.00
Construction Budget	

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Site and Due Diligence	\$	58,448.00
Hard Costs	\$	31,457,514
Soft Costs	\$	1,729,999.00
Contingency	\$	1,782,710
Owner Project Manager	\$	18,174
Developer Fee	\$	1,402,000.00
Construction Total		\$ 36,390,396.00
Project Total Budget		\$ 39,198,904.00

Construction Schedule:

ID	Task Mode	Task Name	Duration	Start	Finish
1		CCRC	368 days	Thu 5/28/26	Fri 11/5/27
2		Submittals	241 days	Thu 5/28/26	Mon 5/10/27
113		Construction	327 days	Mon 7/27/26	Fri 11/5/27
114		<u>Estimated NTP</u>	1 day	Mon 7/27/26	Mon 7/27/26
115		Mobilization and Prep	17 days	Tue 7/28/26	Wed 8/19/26
125		Bldg 1 (27ksf) (withdraw lmanagement inpatient, Res Amen, Admin)	270 days	Thu 8/13/26	Fri 9/3/27
126		Bldg 1 Utilities	21 days	Thu 8/13/26	Fri 9/11/26
130		Bldg 1 Foundation	47 days	Fri 9/11/26	Mon 11/16/26
171		Powering Building	180 days	Thu 9/3/26	Wed 5/19/27
178		Bldg 1 Framing	74 days	Mon 11/16/26	Wed 3/3/27
205		Bldg 1 Elevator	115 days	Tue 12/15/26	Wed 5/26/27
217		Bldg 1 MEP RI	67 days	Tue 12/8/26	Fri 3/12/27
218		Level 1 Going up	8 days	Mon 1/4/27	Wed 1/13/27
224		Level 2 Going Up	29 days	Mon 1/4/27	Thu 2/11/27
231		L2 Going Down	13 days	Wed 2/10/27	Fri 2/26/27
238		L1 Going Down	67 days	Tue 12/8/26	Fri 3/12/27
245		Bldg 1 Finishes	129 days	Thu 2/18/27	Thu 8/19/27
306		Bldg 1 Exterior	174 days	Tue 12/22/26	Thu 8/26/27
368		Bldg 1 Final Inspections	105 days	Thu 4/8/27	Fri 9/3/27
378		Bldg 2 (17ksf) (Resi and outpatient, Dorm style living)	326 days	Tue 7/28/26	Fri 11/5/27
379		Demo/Abatement/Prep	61 days	Tue 7/28/26	Wed 10/21/26
380		<u>Abatement</u>	15 days	Tue 7/28/26	Mon 8/17/26
381		<u>Demo of existing Building</u>	40 days	Tue 8/18/26	Tue 10/13/26
382		<u>Storm Out of building</u>	1 day	Wed 10/14/26	Wed 10/14/26
383		<u>Utilities around site</u>	5 days	Thu 10/15/26	Wed 10/21/26
384		Bldg 2 Utilities	6 days	Thu 10/22/26	Thu 10/29/26
387		Bldg 2 Foundation	83 days	Mon 9/14/26	Tue 1/12/27
429		Bldg 2 Powering Building	165 days	Tue 11/17/26	Tue 7/13/27
436		Bldg 2 Framing	74 days	Tue 1/12/27	Fri 4/23/27
462		Bldg 2 Elevator	115 days	Mon 2/8/27	Tue 7/20/27
474		Bldg 2 MEP RI	67 days	Mon 2/1/27	Tue 5/4/27
502		Bldg 2 Finishes	136 days	Mon 4/12/27	Thu 10/21/27
565		Bldg 2 Exterior	58 days	Fri 3/26/27	Wed 6/16/27
624		Asphalt Prep	92 days	Tue 5/4/27	Mon 9/13/27
636		ROW	318 days	Thu 7/30/26	Thu 10/28/27
665		Final Inspections	109 days	Fri 6/4/27	Fri 11/5/27

AMEND EXHIBIT C, REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST:

**EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

1. SUBRECIPIENT shall submit a monthly Request for Reimbursement referencing Agreement #12018.

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2. SUBRECIPIENT shall be compensated in accordance with the budget in Exhibit B. Maximum compensation shall not exceed \$2,808,509.00.
3. Requests for reimbursement shall be submitted twelve (12) business days following the month Work was conducted.
4. Requests for reimbursement shall be submitted electronically to BHAP@clackamas.us. When submitting, designate SUBRECIPIENT name and Agreement #12018 in the subject of the email.
5. Payments shall be made to SUBRECIPIENT, within thirty (30) days, following the COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoice for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before SUBRECIPIENT performs Work subject to the amendment.

TO READ:

**EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

1. SUBRECIPIENT shall submit a monthly Request for Reimbursement *or Advance of grant funds* referencing Agreement #12018.
2. SUBRECIPIENT shall be compensated in accordance with the budget in Exhibit B. Maximum compensation shall not exceed **\$25,689,918.00**.
3. Requests for reimbursement *or an advance of funds* shall be submitted **no later than** twelve (12) business days following the **last day of the month in which the** Work was conducted.
4. Requests for reimbursement shall be submitted electronically to BHAP@clackamas.us. When submitting, designate SUBRECIPIENT name and Agreement #12018 in the subject of the email.
5. Payments shall be made to SUBRECIPIENT, within thirty (30) days, following the COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and the COUNTY will not pay, any amount in excess of the Grant Amount set forth above. If this Grant Amount is increased by amendment of this Agreement, the amendment must be fully effective before SUBRECIPIENT performs Work subject to the amendment.

AMEND EXHIBIT E, GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS, TO BE RETITLED EXHIBIT D.

AMEND EXHIBIT D, GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS, to replace Section 3, Default, with the following:

a) Subrecipient's Default. SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
- b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;

c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;

d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law;

e. SUBRECIPIENT fails to complete the construction of the Project by March 31, 2028.

Notwithstanding the foregoing, SUBRECIPIENT will not be in default of this Agreement for failing to complete construction of the Project by March 31, 2028, or at all, if COUNTY fails to obtain and disburse the Contingent Funds. SUBRECIPIENT's failure to complete construction of the Project by March 31, 2028, because the costs of construction exceed the budgeted amount of \$39,198,904.00, without prior written approval of COUNTY, constitutes a default under this Agreement.

b) County's Default. COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

AMEND EXHIBIT E, INSURANCE, to add the following additional required policy:

SUBRECIPIENT shall obtain builder's risk insurance or a builder's risk installation floater, as described below:

(1) Builder's Risk Insurance - SUBRECIPIENT shall purchase and maintain in force for the duration of this Agreement, at its own expense, builder's risk insurance or a builder's risk installation floater on a completed value basis, in the amount of the Project's full insurable replacement cost (subject to such deductible amounts as may be required by law), including any subsequent modifications for the entire Project on the Property on a replacement cost basis, including covering all costs needed to repair the Project improvements (including overhead and profits) based on the value figured at the time of rebuilding or repairing, not at the time of loss. Such coverage shall be maintained, unless otherwise provided in the Agreement, until final completion of the Project or the occupancy of the Project for its intended purpose, whichever is earlier. The builder's risk insurance shall include interests of the COUNTY, the SUBRECIPIENT, subcontractors and sub-tier contractors in the Project as insureds.

(2) Coverages – This insurance shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapses, **earthquake, flood,** or windstorm.

(3) Special Covered Cause of Loss Form - Builder's risk coverage shall be on a special covered cause of loss form and shall include but is not limited to all risk, damage to false-work, temporary structures, or building systems from testing and startup, and debris removal including demolition, increased cost of construction, architect's and engineer's fees and expenses, extra expense and additional expense, **flood and earthquake coverage,** and all below and above ground structures, and water and sewer mains.

(4) Amendments and Provisions - The builder's risk policy shall also include the following amendments and provisions:

a. Waiver of Subrogation - Waiver of subrogation against all parties named as insured, but only to the extent the loss is covered;

b. Beneficial Occupancy Clause - The policy shall specifically permit partial or beneficial occupancy at substantial completion and receipt of a temporary certificate of occupancy of the Project. Partial occupancy or use of the Project shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The COUNTY and the SUBRECIPIENT shall take reasonable steps to obtain consent of

the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Project that could lead to cancellation, lapse or reduction of insurance;

c. Equipment Breakdown Coverage - Equipment breakdown coverage (aka boiler and machinery coverage) shall be provided that specifically covers insured equipment during installation and testing;

d. Interior Damage - Any clause that excludes recovery of damage to the interior of a structure shall be deleted. The builder's risk policy shall provide for recovery for damage to the interior of a structure if caused by perils insured against in the builder's risk policy;

e. Settlement, Cracking, Etc. - The builder's risk policy shall cover settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors and other parts of the structure.

(5) Insured Loss - A loss insured under the builder's risk insurance or builder's risk installation floater shall be adjusted in conjunction with the COUNTY and any payments or settlements shall be made payable to the COUNTY for the insureds, as their interests may appear. The SUBRECIPIENT shall pay subcontractors their just share of insurance proceeds received by the SUBRECIPIENT, and by appropriate agreements, written where legally required for validity, shall require that subcontractors make payments to the sub-tier contractors in similar manner. The COUNTY shall have power to adjust and settle a loss with insurers. It is expressly agreed that nothing in this section shall be subjected to arbitration and any references to arbitration are expressly deleted. Notwithstanding anything to the contrary set forth in this Agreement, the proceeds of any builder's risk insurance policy on the Project shall be devoted to the restoration of the damaged or destroyed portion of the Project to its pre-loss condition.

ADD EXHIBIT F-2, Oregon Health Authority, Behavioral Health Investments Program Grant Agreement and Declaration of Restrictive Covenants:

Add agreement

Signature page follows

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #1

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

CLACKAMAS COUNTY

FORA HEALTH, INC.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Approved as to Form:

By: _____
County Counsel

Dated: _____