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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 Briefed at Issues 7/14/2026

Performance Clackamas: Health People and Public Trust through Good Government

Counsel Review: Yes – A. Naylor and A. Keller

Procurement Review: N/A

Contact Person: Cindy Becker

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

Subrecipient Agreement Number: H3S 12018	Board Order Number:
Department/Division: H3S – Behavioral Health	Amendment No. 02
Subrecipient: Fora Health, Inc.	Amendment Requested By: Cindy Becker
Changes: ☒ Scope of Service ☒ Agreement Time	☒ Agreement Budget (X) 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 **\$26,098,512.00**.

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 **\$26,098,512.00** ("**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.***

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

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #2

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- **Exhibit F-2: Behavioral Health Investments Program Grant Agreement and Declaration of Restrictive Covenants**
- 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:**

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #2

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Schematic Design 3 Months

Deliverables:

Schematic Design Drawings

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*

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.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #2

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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	

Fora Health, Inc.

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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>	<u>1 day</u>	<u>Mon 7/27/26</u>	<u>Mon 7/27/26</u>
115		Mobilization and Prep	17 days	Tue 7/28/26	Wed 8/19/26
125		Bldg 1 (27ksf) (withdraw Imanagement 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>	<u>15 days</u>	<u>Tue 7/28/26</u>	<u>Mon 8/17/26</u>
381		<u>Demo of existing Building</u>	<u>40 days</u>	<u>Tue 8/18/26</u>	<u>Tue 10/13/26</u>
382		<u>Storm Out of building</u>	<u>1 day</u>	<u>Wed 10/14/26</u>	<u>Wed 10/14/26</u>
383		<u>Utilities around site</u>	<u>5 days</u>	<u>Thu 10/15/26</u>	<u>Wed 10/21/26</u>
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.

Fora Health, Inc.

Local Subrecipient Grant Agreement (H3S #12018) – Amendment #2

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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, or windstorm. Earthquake insurance shall include dwelling (building) coverage in an amount of the full replacement cost value, contents coverage in an amount equal to the anticipated contents value, and business interruption coverage in an amount equal to 100% projected operations or occupancy loss (expenses associated with displacement of clients).

(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, 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. CP 1120 (Collapse During Construction) endorsement to cover settlement-related damage in new construction.

(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:

After Recording Return to:

Oregon Health Authority
Behavioral Health Division
Attn: Behavioral Health Investments Program
500 Summer St. SE, E-86
Salem, Oregon 97301

SPACE ABOVE FOR RECORDER'S USE

**STATE OF OREGON
OREGON HEALTH AUTHORITY**

**BEHAVIORAL HEALTH DIVISION
BEHAVIORAL HEALTH INVESTMENTS PROGRAM
GRANT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

This Grant Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is made and entered into this 9 day of July, 2026 (the “**Effective Date**”) by and between **Clackamas County**, an Oregon political subdivision (“**Grantee**”) and the State of Oregon, acting by and through its Oregon Health Authority (“**OHA**”). OHA and Grantee may be referred to jointly herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. The Oregon State Legislature appropriated \$20 million in funds for House Bill 2316 (2021) (the “**Program**”) to OHA for the purpose of providing grants for the development of community-based housing, including licensed residential treatment facilities, for individuals with mental illness and individuals with substance use disorders to help keep individuals with mental illness and individuals with substance use disorders safe and healthy in their communities

B. OHA awarded Grantee an amount not to exceed **TEN MILLION DOLLARS (\$10,000,000)** in Program funds (the “**Grant**”) for the purpose of constructing a 16 bed Withdrawal Management Facility (as hereinafter defined), a 24 bed Substance Use Disorder Residential Treatment Facility (as hereinafter defined), and 36 beds of Transitional Housing (as hereinafter defined) (collectively, the “**Improvements**”) situated on certain real property located in Clackamas, Clackamas County (the “**County**”), Oregon and further described in Exhibit A, attached hereto (the “**Property**”). The Property and the Improvements are collectively referred to herein as the “**Project**”.

C. The Parties desire that this Agreement be recorded in the County records at Grantee’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes

**HB 2316 Grant Agreement and Declaration of Restrictive Covenants
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running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. DEFINITIONS; INCORPORATION.

1.1. Definitions. With the exception of the definitions immediately listed below, capitalized terms used herein without definition have the meaning ascribed to such term in the Program Requirements (as hereinafter defined) unless the context clearly requires otherwise:

“Bonds” means the State of Oregon Lottery Revenue Bonds 2023 Series B Bonds (Federally Taxable) issued pursuant to the Act, and any bonds or other obligations subsequently issued by the State of Oregon to refinance such bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Date of Issuance” means the date the State Treasurer, at the request of the Oregon Department of Administrative Services, issued the Bonds. For the purposes of this Agreement, this date was May 9, 2023

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of the Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“Project Costs” means expenditures incurred by the Grantee that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under law and this Agreement.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“Residential Treatment Facility” means a facility that provides, for six or more individuals with mental, emotional or behavioral disturbances or alcohol or drug dependence, residential care and treatment in one or more buildings on contiguous properties.

“Residential Substance Use Disorders Treatment Program” means a publicly or privately operated program as defined in ORS 430.010 (Definitions) that provides assessment, treatment, rehabilitation, and twenty-four hour observation and monitoring for individuals with substance use dependence, consistent with Level III of ASAM PCC.

“Serious and Persistent Mental Illness” or **“SPMI”** as defined in OAR 309-036-0105(13), means the current Diagnostic and Statistical Manual of Mental Disorders diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:

- (i) Schizophrenia and other psychotic disorders;
- (ii) Major depressive disorder;
- (iii) Bipolar disorder;
- (iv) Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
- (v) Schizotypal personality disorder; or
- (vi) Borderline personality disorder.

“Substance Use Disorder” or **“SUD”** as defined in OAR 309-018-0105(146) and as defined in DSM-5-TR, means disorders related to the taking of a drug of abuse including alcohol, the side effects of a medication, or a toxin exposure. The disorders include substance use disorders and substance-induced disorders, which include substance intoxication and withdrawal, and substance-related disorders such as delirium, neuro-cognitive disorders, and substance-induced psychotic disorder.

“Transitional Housing” means transitional housing provides temporary accommodation as individuals move towards more permanent housing solutions.

“Withdrawal Management Facility” means services performed in a publicly or privately operated facility approved by OHA that provides withdrawal management services and emergency care to individuals experiencing withdrawal symptoms due to the cessation or reduction of substance use.

1.2. Incorporation. The foregoing recitals and any exhibit(s) are incorporated into this Agreement by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Agreement.

2. GRANT.

2.1. Authority; Amount. Subject to the availability of Program funds, OHA having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHA will provide the Grant to Grantee.

2.2. Grant Disbursement. Subject to the provisions of this Section 2, OHA will disburse the Grant to Grantee at its sole discretion and after execution and recording of this Agreement and delivery to OHA of information satisfactory to it that the construction or rehabilitation of the Project will commence within a reasonable time. Disbursements may begin only after the satisfaction of the conditions precedent set forth below. Disbursement requests may be submitted to OHA no more often than quarterly as an advanced payment for projected development costs for the upcoming quarter or monthly as an expense reimbursement on a costs-incurred basis, all in a form satisfactory to OHA along with supporting documentation. Any disbursement for projected quarterly development costs that is disbursed to Grantee as an advanced request must be substantiated with the final invoices, receipts, and other supporting documentation satisfactory to OHA prior to the issuance of another quarterly advance. For OHA's administrative purposes, the last date that Grant funds may be disbursed under this Agreement is May 9, 2028, which is 36 months after the Date of Issuance (the "**Disbursement Termination Date**").

2.3. Subaward of Grant. OHA acknowledges and agrees that Grantee plans to subaward the funds to Fora Health, Inc., an Oregon nonprofit public benefit corporation ("**Subawardee**"). Notwithstanding OHA's consent to the subaward by Grantee to Subawardee, Grantee remains responsible for the use of the Grant in accordance with this Agreement.

2.4. Electronic Funds Transfer. OHA no longer issues paper checks. To receive Grant funds, Grantee must enroll in Electronic Funds Transfer (EFT) by submitting a Direct Deposit Authorization form provided by OHA. OHA is not required to make any disbursement under this Agreement until it has received the required information from Grantee.

2.5. Conditions Precedent to Disbursements. As to any requested disbursement, OHA has no obligation to disburse Grant funds unless all following conditions are met:

2.5.1. Grantee has delivered documentation satisfactory to OHA that, in addition to the

Grant funds, Grantee has available or has obtained binding commitments for substantially all funds necessary to complete the Project. Such binding commitments may include, but are not limited to, letters from private financial institutions confirming willingness to lend necessary funds to Grantee to complete the Project; and

2.5.2. Grantee has delivered documentation satisfactory to OHA that Grantee or Subawardee has obtained all necessary land use permits and approvals for the Project, and is permitted to develop and complete the Project;

2.6. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project. Grantee may not use any of the Grant to repay the principal owed on interim financing for the Project without the prior written consent of the Department of Administrative Services.

2.7. Deadline to Request Grant Proceeds. Grantee shall complete the Project by the Completion Date and request any disbursement of Grant fund no later than the Disbursement Termination Date.

2.8. Appropriateness of Charges. Grant funds may only be used for reimbursement of eligible costs for the Project and in accordance with Grantee's Project Budget approved by OHA, set forth in Exhibit B (the "**Project Budget**") attached hereto as it may be revised by from time to time by Grantee and approved in writing by OHA. OHA may review all receipts and other evidence, as well as require and obtain such other information as it determines appropriate concerning the eligibility, appropriateness, and amount of activities and Project costs prior to and after disbursing Grant funds to Grantee under this Agreement. OHA's determination as to the eligibility, appropriateness and amount of such rehabilitation or construction activities and related costs will be at OHA's sole discretion.

2.9. Recovery of Unexpended Grant Funds. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement ("**Unexpended Funds**") must be returned to OHA. Grantee shall return all Unexpended Funds to OHA within 14 calendar days after the earlier of termination or expiration of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

Grantee represents and warrants that:

3.1. Validity. Grantee is a political subdivision duly organized, validly existing under the laws of Oregon, is authorized to do business in Oregon, and has the power and authority to transact the business in which it is engaged and to enter into and perform this Agreement.

3.2. Authority; No Impairment. The making and performance of this Agreement by Grantee

has been duly authorized by all necessary action of Grantee; do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's organizing documents or authorizing statutes; and do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties is bound or affected and does not and will not result in the creation or imposition of any prohibited encumbrance of any nature.

3.3. Enforceability. This Agreement, when executed and delivered, is a valid and binding obligation of Grantee enforceable in accordance with its terms.

3.4. Independent Party. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.5. Full Disclosure. Grantee has disclosed in writing to OHA all facts that may adversely affect the Project, or the ability of Grantee to perform any obligation required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.

3.6. Pending Litigation. Grantee has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee or the Project, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

3.7. No Defaults.

3.7.1. No Events of Default (as hereinafter defined) exist or occur upon authorization, execution or delivery of this Agreement.

3.7.2. Grantee has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

3.8. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or

Grantee's properties or operations.

3.9. Governmental Consent. Grantee has obtained, will obtain, or will ensure Subawardee obtains all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

4. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTEE; USE RESTRICTIONS

Grantee also represents, warrants, and covenants that:

4.1. Responsibility. Grantee assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Agreement and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

4.2. Program Requirements. Grantee shall timely satisfy all requirements of this Agreement, including the program rules, all applicable OHA administrative rules, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (collectively, the "Program Requirements") to the satisfaction of OHA.

4.3. Compliance with Laws. Grantee shall comply, and shall ensure that the Project complies with the Program Requirements, including but not limited to all federal, state and local laws, regulations, codes, ordinances, and orders applicable to the Project. In addition, Grantee shall comply with all applicable state and federal nondiscrimination laws including, but not limited to, the Fair Housing Act and the Americans with Disabilities Act.

4.4. Independent Contractor. Grantee shall perform all obligations under this Agreement and will timely satisfy its obligations hereunder as an independent contractor. Grantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Agreement.

4.5. Insurance. Grantee shall maintain, or ensure Subawardee maintains, and provide OHA with proof of insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities. Grantee agrees that such insurance coverage, whether purchased or by self-insurance, is the sole responsibility of Grantee.

4.6. Completion Date. Grantee will complete, or will ensure that Subawardee completes, the

Project and that a certificate of completion, or similar authorization to occupy the Project is obtained no later than March 31, 2028, unless extended by OHA in writing (the “**Completion Date**”) in accordance with the terms and conditions of this Agreement.

4.7. Use Restrictions and Duration.

4.7.1. Upon completion of the Project and for the duration of the Use Restriction Period (as hereinafter defined), Grantee shall continuously operate the Project as a 16 bed Withdrawal Management Facility, a 24 bed Substance Use Disorder Residential Treatment Facility, and includes 36 beds of Transitional Housing within the Project to serve individuals with a Substance Use Disorder, who may also have an SPMI, or persons that meet the criteria of a substance use disorder diagnosis (collectively, the “**Use Restrictions**”). Such operation may be performed by Grantee directly, or through subgrantees or subcontractors, as determined by Grantee in its reasonable discretion.

4.7.2. Use Restriction Period. For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2047**, whichever is later (the “**Use Restriction Period**”), Grantee is required to provide and comply with the requirements of the Use Restrictions. Grantee acknowledges and agrees that Grantee’s compliance with the Use Restrictions during the Use Restriction Period is not contingent on additional funding from OHA and that Grantee has or anticipates access to adequate operating revenue or other funding to comply with this Agreement for the duration of the Use Restriction Period.

4.8. Habitability; Other Compliance. Throughout the Use Restriction Period, Grantee will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

4.9. Prevailing Wage Requirements. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, “**PWR**”), or, when applicable, 40 U.S.C. 3141 et seq. (“**Davis-Bacon Act**”). Grantee shall comply with PWR, and specifically:

- (i) Determine when PWR or Davis-Bacon Act apply.
- (ii) Require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates.
- (iii) Comply with all other Oregon Bureau of Labor and Industries (“**BOLI**”) requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.
- (iv) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
- (v) [reserved]

(vi) Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

4.10. Records Maintenance, Access. Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for the longest of: (i) six (6) years following final payment and termination of this Agreement; (ii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (iii) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

4.11. Inspections; Information. Grantee shall permit OHA and any party designated by OHA: (i) to inspect the Project; and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters.

4.12. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Grantee shall follow standard construction practices or ensure Subawardee follows such practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction. Grantee's signing of this Agreement serves as a certification that Grantee will comply with these responsibilities.

4.13. Non-Federal Employment Certification. Grantee certifies that it is not employed by or contracting with the federal government for performance covered by this Agreement.

4.14. Good Standing Certification. Grantee certifies to the best of its knowledge and belief that neither Grantee nor any of its principals, officers, directors or employees:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

4.15. Disclaimer of Warranties; Limitation of Liability. Grantee acknowledges and agrees that:

4.15.1. OHA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

4.15.2. In no event are OHA or its agents liable or responsible for any indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Grantee represents, covenants and warrants that the issuance to it of the Grant described herein by OHA is an inducement to Grantee to complete the Project and to operate the Project in accordance with this Agreement. In consideration of the issuance of the Grant, Grantee has entered into this Agreement and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Grantee covenants, agrees and acknowledges that OHA has relied on this Agreement in determining to issue the Grant.

5.2. Covenants; Equitable Servitudes.

5.2.1. OHA and Grantee hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA's and Grantee's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

5.2.2. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a rental agreement or lease for a Project unit) will contain an express provision making such conveyance subject to the covenants and restrictions contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

5.2.3. Any and all legal requirements for the provisions of this Agreement to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

5.2.4. The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Agreement, or if required, such consent has been or will be obtained by Grantee.

5.3. Burden and Benefit.

5.3.1. Grantee hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Grantee's legal interest in the Project is rendered less valuable thereby.

5.3.2. Grantee hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by residents, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Grant was issued.

6. REPORTING REQUIREMENTS.

6.1. Quarterly Reports. Grantee shall prepare and electronically submit written quarterly reports describing the grant activities and progress to OHA substantially in the form provided by OHA. The Contract Administrator will provide instructions for completion and any updates. Grantee must submit to OHA the Quarterly Reports on the following schedule each year of this Agreement until the Completion Date:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 15
Second: October 1 – December 31	January 15
Third: January 1 – March 31	April 15
Fourth: April 1 – June 30	July 15

6.2. Annual Reports. After the Completion Date, ongoing Annual Reports must demonstrate Grantee's compliance with the Use Restrictions through the Use Restriction Period.

7. EVENTS OF DEFAULT.

7.1. Default by Grantee. Each of the following will be an event of default (each, an "Event of Default") under this Agreement:

- (i) Grantee institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (ii) Grantee or its Subawardee responsible for operation of the Project no longer hold a license or certificate that is required for Grantee to perform its obligations under this Agreement. To the extent that OHA has provided notice of such loss of licensure or certification under this Agreement, and Grantee or its Subawardee have not obtained such license or certificate within fourteen (14) calendar days after OHA's notice or such longer period as OHA may specify in such notice;
- (iii) Grantee fails to use the Grant exclusively for the Project in accordance with this Agreement;
- (iv) Grantee fails to return Unexpended Funds in accordance with this Agreement;
- (v) Grantee commits any material breach of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation

under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach or failure continues for a period of 14 calendar days after written notice specifying such failure is given to Grantee by OHA, or such longer period as OHA may agree to in writing, if OHA determines Grantee has instituted and is diligently pursuing corrective action;

(vi) Grantee fails to disclose any fact material to the making of the Grant to Grantee, or upon discovery by OHA of any misrepresentation by, or on behalf of, or for the benefit of Grantee;

(vii) Construction on the Project is discontinued or prohibited for at least ninety (90) consecutive days so long as Grantee is in regular communication with OHA regarding the delay and resolution of the same, or the Project is abandoned; or

(viii) Grantee fails to diligently pursue the Project.

7.2. Default by OHA. OHA will be in default under this Agreement if OHA commits any material breach of its obligations under this Agreement, and such breach is not cured within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice (each, an "OHA Default").

8. RIGHTS AND REMEDIES ON EVENT OF DEFAULT.

8.1. OHA's Remedies for Grantee's Default. Upon the occurrence of an Event of Default and at any time thereafter, OHA may, at its option, exercise any one or more of the following rights and remedies at law or in equity, including, but not limited to:

- (i) termination of this Agreement as set forth herein;
- (ii) barring Grantee from receiving future grants;
- (iii) withholding all or part of the Grant funds not yet disbursed by OHA to Grantee;
- (iv) initiation of an action or proceeding for damages or declaratory or injunctive relief; or
- (v) requiring repayment upon demand from OHA of all or a portion of the Grant, and interest, if any, on all or any portion of the Grant required to be returned.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8.2. Grantee's Remedies. In the event OHA terminates this Agreement or in the event of an OHA Default and whether or not Grantee elects to exercise its right to terminate this Agreement, Grantee's sole remedy will be a claim for payment of Grant funds for costs or expenses incurred and for which payment is authorized by this Agreement. In no event will OHA be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits or loss, consequential or punitive damages.

9. TERMINATION.

9.1. Termination. OHA may terminate this Agreement in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Grantee, under any of the following conditions:

- (i) If OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Grant funds to Grantee as set forth in this Agreement;
- (ii) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of Grant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the Grant funding identified in this Agreement from the planned funding source(s) or if OHA is determined by its legal counsel or otherwise to lack or to have lost the authority to administer the Program;
- (iii) If any authority required by law or regulation to be held by Grantee to complete the Project ends for any reason; or
- (iv) If Grantee is unable or fails to commence the Project within six (6) months from the date of this Agreement.

9.2. OHA's Right to Terminate for an Event of Default. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Grantee for an Event of Default.

9.3. Grantee's Right to Terminate for an OHA Default. Grantee may terminate this Agreement upon 30 days written notice to OHA or at such later date as Grantee may establish in such notice, if there is an OHA Default.

9.4. Mutual Termination. This Agreement may be terminated upon mutual written consent

of the Parties.

9.5. Repayment: If this Agreement or any part hereof, terminates for default prior to the term of the Use Restriction Period, Grantee will, within thirty (30) days of written demand for repayment, repay to OHA all Grant funds disbursed to it under this Agreement, together with any earnings on such funds.

10. GENERAL PROVISIONS.

10.1. Indemnity. Grantee assumes sole liability for breach of the conditions of this Agreement by Grantee or any of its officers, agents, employees, and assigns. Grantee will save, hold harmless, indemnify and defend the State of Oregon, OHA 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 the Grant, the Project, this Agreement or resulting from or arising out of the acts, omissions, neglect or misconduct of Grantee or its subcontractors, agents, or employees under this Agreement or related to the Grant and the Project. Neither Grantee nor any attorney engaged by Grantee may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for 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 Grantee settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. Grantee’s obligations under this Section 10.1 are subject to the limits of applicable law including, but not limited to, the Oregon Constitution and the Oregon Tort Claims Act.

10.2. Assignment; Successors and Assigns. Except as expressly permitted herein, Grantee shall not assign or otherwise transfer any interest in this Agreement or in Project (other than leases for Subawardee, or leases for the residential units in the Project, if applicable) without the prior written consent of OHA. The provisions of this Agreement are binding upon and will run to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

10.3. No Third-Party Beneficiaries. OHA and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

10.4. Contracts; Subcontracts. Grantee shall ensure that all contracts and subcontracts related to the Project or this Agreement comply with the Program Requirements, including containing a provision to that effect therein.

10.5. Endurance of Obligations. Grantee will remain fully obligated under the provisions of

the Agreement notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which Grant funding is being provided by OHA.

10.6. Prohibition on Supplanting. Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Grantee shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

10.7. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.

10.8. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be unlawful or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

10.9. Time of the Essence. Time is of the essence in the performance by Grantee of the terms of this Agreement.

10.10. Notice. Except as otherwise expressly provided in this Agreement, any notices required or permitted to be given under this Agreement will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Grantee at the following addresses. Any communication or notice so addressed and mailed by regular mail will be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail will be deemed received and effective five days after the date of e-mailing.

OHA: Oregon Health Authority
Behavioral Health Division
500 Summer St SE, E86
Salem, Oregon 97301
Attention: Taylor Witt
Telephone: 971-240-8514
E-mail address: Taylor.M.Witt@oha.oregon.gov

Grantee: Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Attention: Mary Rumbaugh
Telephone: 503-406-7005

E-mail address: Maryrum@clackamas.us

10.11. Survival; Remedies Not Exclusive; Non-Waiver. Provisions of this Agreement which by their nature are intended to survive termination of this Agreement and the Use Restriction Period will survive. These provisions include, but are not limited to, the covenants of Grantee under this Agreement related to the tax-exempt status, if any, of the Bonds, until the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) are no longer outstanding. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Agreement will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.12. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses.

10.13. Construction. The Parties to this Agreement acknowledge that each Party and its counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Agreement.

10.14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

10.15. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

10.16. Governing Law; Venue: Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (each, an "Action") between OHA or any other agency or department of the State of Oregon and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT. However, if an Action must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as (a) a waiver by the State of Oregon or of Grantee of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Action, or (b) consent by the State of Oregon or Grantee to the

jurisdiction of any court.

10.17. Merger Clause. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the Party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

10.18. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties that OHA will retain the full right and ability to exercise its governmental powers with respect to Grantee, the Project, this Agreement, and the transactions contemplated by this Agreement and the Program Requirements to the same extent as if it were not a Party to this Agreement or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Agreement, the Program Requirements, or otherwise by virtue of any exercise of its governmental powers.

(Signatures on following pages)

IN WITNESS WHEREOF, OHA and Grantee have caused this Agreement to be signed by their duly authorized officers on the Effective Date.

OHA:



STATE OF OREGON, acting by and through its
Oregon Health Authority

By:


Ebony Clarke,
Behavioral Health Director

STATE OF OREGON

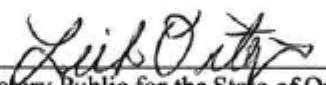
)

COUNTY OF CLACKAMAS

: ss

)

This instrument was acknowledged before me this 15 day of June 2026, by Ebony Clarke,
Behavioral Health Director for and on behalf of Oregon Health Authority.


Notary Public for the State of Oregon
My Commission Expires: 7/18/28

By:

Signature Page

EXHIBIT A
Legal Description

Situs 15301 SE 92nd, Clackamas, OR 97015

Grantee's real property is more particularly described as follows:

The parcels of land described by those certain documents recorded as 2025-021447 in the Real Property Records of Clackamas County, Oregon ("Property").

The portion of the Grantee's Property subject to this Agreement is more particularly described as:

An area of land approximately 167,000 square feet located at the intersection of 92nd Ave and Tolbert St. at the site of the former Clackamas Elementary school, further depicted in the map below.

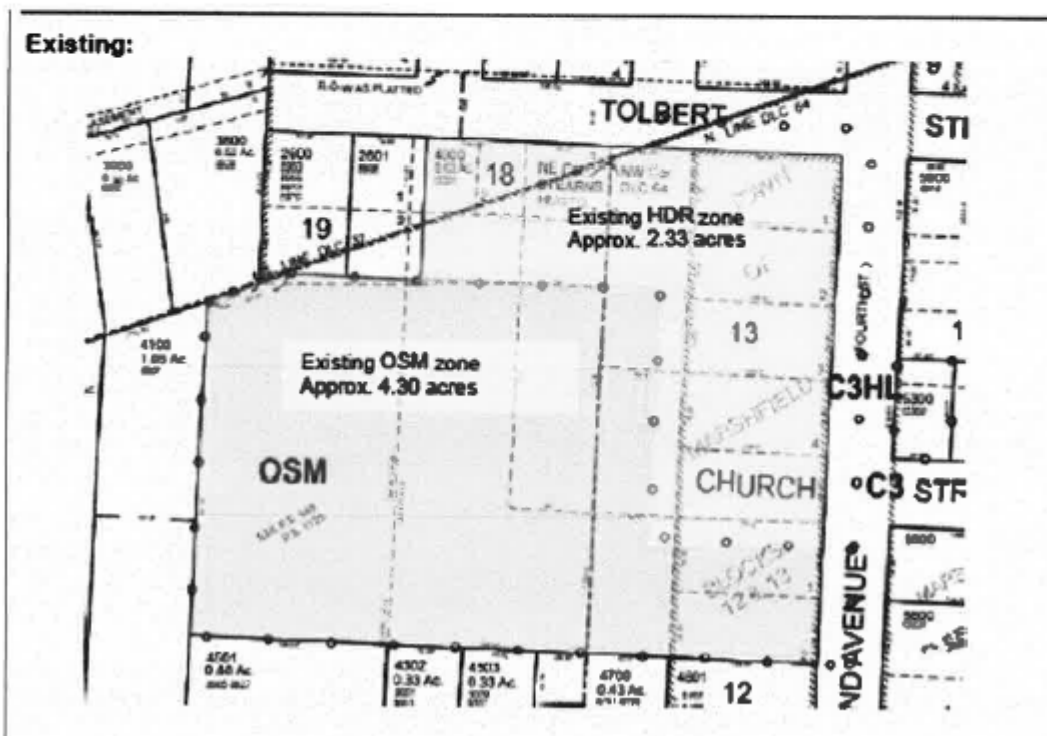


EXHIBIT B
Project Budget

OHA Project Budget		
Please input your data/responses into the white cells below		
Grantee Name	Clackamas County	
Project Name	Clackamas County Recovery Campus	
Project Address	15301 SE 92nd, Clackamas 97015	
Number of Beds	76	
Number of Units	2 Buildings	
OHA Grant Total	\$10,000,000.00	
DEVELOPMENT COSTS	Budget Amount	Description of intended use
Building / Property Acquisition		
Renovation / Construction	\$10,000,000.00	Construction of clinical and housing buildings
Site Improvements / Landscaping		
Permits & Fees (building permits, zoning fees, etc.)		
Architectural & Engineering		
Legal Fees		
Closing & Title Insurance		
Insurance - Property & Casualty & General Liability		
Financing Fees		
Developer Fee		
Other (please specify - contingent on LHA approval)		
TOTAL DEVELOPMENT COSTS	\$10,000,000.00	
START UP COSTS	Budget Amount	Description of intended use
Salaries		
Training / Consultant Fees		
Staff Recruitment		
Furniture & Furnishings		
Office Equipment & Supplies		
Appliances (Refrigerator, Stove, Washer, Dryer, etc.)		
Kitchen Equipment		
Building Maintenance Equipment		
Utilities (Electrical, Sewer & Water, Telecomm, etc.)		
Insurance - Property, Liability		
Other (please specify - contingent on LHA approval)		
TOTAL START UP COSTS	\$0.00	
Subtotal Development + Start Up Costs (must be 30% or less)	0.00%	
SUBTOTAL DEVELOPMENT + START UP COSTS	\$10,000,000.00	
Funding Sources (specify below - as applicable)	Amount(s)	Notes/Intended Use of Funding
ARPA	\$2,054,980.00	Property purchase
Opioid funds	\$17,615,000.00	Design and Construction
SHS funds	\$13,450,000.00	Design and Construction
BH Settlement and County General Funds	\$1,454,841.00	Property purchase and rezoning
Tritium	\$180,000.00	Property purchase
Total Overall Anticipated Project Cost Upon	\$44,755,000.00	
Total OHA Grant	\$10,000,000.00	
Total Other Funding	\$34,754,821.00	
Balance (funding needed to complete project)	\$175.00	
Gap Funding / Cost Overrun Plan		
Describe your plan to cover the balance of project development cost (if applicable) and your plan for unforeseen cost overruns.		
We will add a contingency amount to the loan - to be repaid with Opioid funds		

Signature page follows

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: _____