

April 10, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Local Subrecipient Grant Agreement with Fora Health for development and design services for the Recovery Center. Agreement Value is \$2,808,509 for 22 months. Funding is through Trillium Community Health Plan, Opioid Settlement and Supportive Housing Services Measure Funds. No County General Funds are involved.

Previous Board Action/Review	Policy Sessions April 10, 2024, November 7, 2024, December 11, 2024, and February 11, 2025 Issues April 1, 2025		
Performance Clackamas	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Cindy Becker	Contact Phone	503-930-6894

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Fora Health, Inc. for the development and design (pre-construction) of the Recovery Center.

In April 2023, Clackamas County passed a resolution to address addiction, homelessness and mental health, recognizing that they must be addressed systemically and interdependently in order 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 with a key recommendation from the summit being 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 for 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, formerly known as De Paul Treatment Centers, was selected to receive the grant award for the Recovery Center to be developed 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

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collaborated on numerous projects in the tri-county region including Fora Health’s Cherry Blossom Campus and Washington County’s Center for Addictions Triage and Treatment Projects.

The Agreement for the Design, Development and Pre-Construction of the Recovery Center will include four phases: Schematic Design, Design Development, Construction Documents, and Permitting & Bidding. Board of Commissioners approval will be obtained prior to proceeding through each phase of the project.

This Agreement, effective through December 31, 2026, has a maximum value of \$2,808,509.00 for twenty-two months.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approval this Agreement (12018) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,



Mary Rumbaugh
Director, Health, Housing and Human Services

**CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT**

Program Name: Clackamas County Recovery Center (Development & Construction)
Program Number: 400601 Behavioral Health Administration

H3S Agreement #12018

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Department of Health, Housing and Human Services ("COUNTY"),
and **Fora Health, Inc.** ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: Bouavieng Bounnam

Program Manager: Cindy Becker

Clackamas County – Finance

Clackamas County

2051 Kaen Road

2051 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

503-742-5422

503-930-6894

BBounnam@clackamas.us

CBecker@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Courtney A. Wood

Program Representative: Devarshi Bajpai

Fora Health, Inc.

Fora Health, Inc.

PO Box 16040

PO Box 16040

Portland, OR 97292

Portland, OR 97292

503-535-1154

503-750-1195

Courtney.Wood@forahealth.org

Devarshi.Bajpai@forahealth.org

RECITALS

1. In April 2023, Clackamas County ("COUNTY") passed a resolution to address addiction, homelessness and mental health, recognizing these must be addressed systemically and interdependently in order 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 with a key recommendation from the summit being 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 for proposals for the development, design, construction and operation of a Recovery Center for treatment and recovery.

Following the review of proposal received in response to the NOFO, the COUNTY selected Fora Health, Inc. ("SUBRECIPIENT"), formerly known as De Paul Treatment Centers, to receive the grant award for the development, design, construction and operation of the Recovery Center on County-owned property located at 15301 SE 92nd Avenue, Clackamas, Oregon 97015 ("Property").

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2. SUBRECIPIENT 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. SUBRECIPIENT and its identified partners for this project, Edlen & Co., Holst Architecture, and Walsh Construction have worked on numerous projects in the tri-county region including Fora Health’s Cherry Blossom Campus and Washington County’s Center for Addictions Triage and Treatment Projects.
3. This local subrecipient grant agreement of financial assistance (“Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees to develop and design the Property, as further described below.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

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.
2. **Program.** The Program is described in Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
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.
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

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5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
 - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
 - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.
 - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY. Payments for completed Work that remain due and owing at the time of Agreement termination may be made according to the terms of Exhibit C, except that COUNTY will be entitled to withhold sufficient funds to cover costs incurred as a result of the termination.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. State Procurement Standards

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- a) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
 - d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
 - e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

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b) **Indemnification.**

- i. **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.
 - ii. **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) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- 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.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

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- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **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.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

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

(Signature Page Follows)

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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

FORA HEALTH, INC.

By: _____

By:  _____

Its: _____

Its: Chief Executive Officer

Dated: _____

Dated: April 3, 2025

Approved to Form

By: _____
County Counsel

Dated: _____

**EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

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

Statement of Work

The project ("Project") is for the design, development, and construction of a recovery center 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 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 complete the following preconstruction phases per the identified timeline. SUBRECIPIENT shall obtain approval to proceed from COUNTY following completion of each phase identified below.

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~~ 3.5 Months

Deliverables:

Design Development Drawings

Design Development Specifications

Construction Cost Estimate based off 100% Design Development documents

Construction Documents ~~3~~ 4 Months

Deliverables:

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

Permitting and Bidding 4 Months

Deliverables:

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

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Collaboration with County

SUBRECIPIENT and/or SUBRECIPIENT's identified partners shall meet, at minimum, bi-weekly with COUNTY's Project Coordinator and team to review progress, identify issues/concerns and problem solve.

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

Upon successful completion of Stage 1 and authorization from the COUNTY's Board of Commissioners, Agreement shall be amended to include the requirements for the construction stage of the project.

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**EXHIBIT B
SUBRECIPIENT PROJECT BUDGET**

PROGRAM NAME: CLACKAMAS COUNTY RECOVERY CENTER	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 Grant Total	\$ 2,808,509.00

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

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

EXHIBIT E
GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS

1. Status

a) COUNTY has determined:

Entity is a non-federal subrecipient Entity is a contractor Not applicable

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** For this award, administrative costs are capped at a maximum of 5% of the total grant amount.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

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- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of this Agreement, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Trillium Community Health Plan, State of Oregon, Metro, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years from the end of program date, or such longer period as may be required by COUNTY, Trillium Community Health Plan, Inc., State of Oregon, Metro or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the Social Determinants of Health and Health Equity Grant between Trillium Community Health Plan and Clackamas County, attached hereto as Exhibit F, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

- 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.
- 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.

4. Remedies

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- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. RESERVED.

6. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be

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permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

7. Dispute Resolution.

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

**EXHIBIT E
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

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Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Privacy and Network Security. **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. Additional Insured Provision. The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and its officers, elected officials, agents, and employees** as an additional insured.

8. Primary Coverage Clause. Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

10. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. Self-insurance. Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and its officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

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EXHIBIT F

**SOCIAL DETERMINANTS OF HEALTH AND HEALTH EQUITY GRANT AGREEMENT
BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY**

**SOCIAL DETERMINANTS OF HEALTH AND HEALTH EQUITY GRANT
AGREEMENT BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND
CLACKAMAS COUNTY**

This Social Determinants of Health and Health Equity Grant Agreement (the “Agreement”) is made and entered into as of November 25, 2025 (“**Effective Date**”), by and between Trillium Community Health Plan, Inc., an Oregon Corporation, on behalf of itself, its subsidiaries and affiliates (“**Trillium**”), and Clackamas County a political subdivision of the State of Oregon organization (“**Provider**” or “**Clackamas County**”). The Trillium and the Provider may sometimes hereinafter be referred to individually as a “**Party**” or jointly as the “**Parties.**”

RECITALS

- A. Trillium contracts with the following types of organizations (“**Plans**”) to deliver and administer health care services: (1) the Centers for Medicare and Medicaid Services, United States Department of Health and Human Services (“**CMS**”) for enrollees in the health benefits program referred to as a Medicare Advantage Plan (“**MA-PD Plan**”); (2) the Oregon Health Authority (“**OHA**”) for enrollees in the Oregon Health Plan (“**OHP**”); (3) other government or commercial benefits programs as determined by Trillium. Trillium provides such services to enrollees who have selected or been assigned to Trillium (“**Trillium Members**” or “**Members**”) pursuant to a contract between Trillium and CMS, OHA or other applicable payors (the “**Plan Contracts**”).
- B. Trillium provides OHP health care services in the following service areas: Clackamas, Lane, Multnomah, and Washington Counties, as well as parts of Douglas and Linn Counties.
- C. In alignment with 2018 House Bill 4018 and the Supporting Health for All through Reinvestment Initiative program requirements, Trillium supports initiatives intended to improve Trillium member and community health that address non-healthcare factors that impact health (social determinants of health and health equity, “**SDOH-E**”).
- D. In accordance with the Statement(s) of Work (“**SOW**”) herewith included in this Agreement, Provider shall provide services that address at least one OHA defined SDOH-E domain or other OHA identified spending priority. (“**Services**”). Services must include SDOH-E related services or programs, or supports policy and systems change, or both, within one or more Trillium service areas.

NOW, THEREFORE, in consideration of the covenants and promises set forth in the Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), intending to be legally bound, the parties hereto do hereby agree as follows:

1. **Terms.** Provider agrees to perform the services described in statements of work (each a “Statement of Work” or “SOW”) in a form substantially similar to that in Exhibit A attached

hereto (collectively, the “Services”) and comply with all terms and conditions described in this Agreement. Each SOW is incorporated into this Agreement. Provider will provide status reports reasonable for the services described in a SOW or as specifically set forth in the applicable SOW.

2. **Services.** Provider will provide Services in a manner that is consistent with the terms of this Agreement; the recognized standard of care for the provision of Services; and applicable federal, state and local law.
3. **Effective Date and Duration.** This Agreement shall commence on the Effective Date and shall terminate on December 31, 2025
4. **Compensation.** Trillium shall pay Provider for Services described in attached SOW(s) as set forth in the Compensation section in such SOW(s) and in accordance with the terms of this Agreement.
5. **Use of Funds.** Provider shall use the Compensation defined in an SOW to support the project and activities described in such SOW, and as approved by Trillium.
6. **Final Report and Reconciliation.** Provider shall submit a final categorized expense report for the funding amount included in the Payment Rate section of each attached SOW within thirty (30) days of the termination or expiration of the Agreement.
 - a. **Recovery of Funds.** Any funds disbursed to Provider by Trillium that are expended in violation or contravention of any provisions of this Agreement shall be returned to Trillium no later than fifteen (15) days following written notice from Trillium.
7. **Confidentiality.** Each party is required to hold the other party’s confidential information in confidence and protect the other party’s confidential information using the level of care the party receiving confidential information would use to protect its own sensitive and confidential information, but in no event less than reasonable care. A receiving party may use the disclosing party’s confidential information only for the purposes of performing its obligations or exercising its rights under this Agreement and for no other purpose. The receiving party will not further disclose the confidential information of the disclosing party to any person without a need to know the information without the disclosing party’s prior written consent, except as required by law. In the event of a breach of this section by the party receiving confidential information, the disclosing party is entitled to seek injunctive relief without any requirement to post bond. The receiving party will return or destroy (and certify destruction of) the disclosing party’s confidential information within 30 days after the termination or expiration of this Agreement. If return or destruction of a party’s confidential information is infeasible, the receiving party will continue to be bound by this section even if this Agreement has expired or been terminated. Confidential information of a party includes any information the party

provides to the other party (or that the other party creates) in connection with this Contract that a reasonable person in the disclosing party's position would deem confidential, including derivative works, subsets, summaries and other materials incorporating confidential information. Except for any personally identifiable information, Confidential Information does not include information that is lawfully and without breach of any confidentiality obligation: (a) already known to or otherwise in the possession of a party at the time of receipt from the other party; (b) available to the public; (c) obtained from a third party; or (d) independently developed by a party. Even if the Contract is terminated or expires, the receiving party's obligations under this section will continue (a) for 5 years after disclosure of the confidential information or (b) with respect to any trade secret or personally identifiable information, indefinitely.

8. **Billing.** For payment of Services, Provider shall send the following by email or U.S. mail.

If by email, to: Oregon_Market_AP@TrilliumCHP.com

If by U.S. mail, to:

Trillium Community Health Plan
Attention: Accounts Payable
P.O. Box 11740
Eugene, Oregon 97440-1740

If Provider has received a payment from Centene Corporation (Centene) or Trillium (a subsidiary of Centene) within the last 14 months:

- a. A fully executed agreement
- b. An invoice for the payment amount included in the Payment Rate section of each SOW.
- c. A completed and signed W9 Form (Dated within the last 14 months)

If you have **NOT** received a payment from Centene or Trillium within the last 14 months:

- a. A fully executed agreement
- b. An invoice for the payment amount included in the Payment Rate section of each SOW
- c. A completed and signed W9 Form (Dated within the last 14 months)
- d. A completed and signed Payment Authorization Form, which is enclosed (For one-time payments, it is recommended that Providers select CHECK as their preferred payment method). If ACH is selected, a Voided check copy or Bank Letter dated within the last 14 months will be needed as well.
- e. A completed Vendor Maintenance Form, provided by Trillium (Only the Supplier & Contact Info Sections)

9. **Termination.** The Parties reserve the right, in their sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party. Trillium shall notify Provider and OHA in writing within thirty (30) calendar days of Trillium terminating this Agreement when such termination is due to Provider's failure to meet requirements under Trillium's current Coordinated Care Organization contract with OHA (the "CCO Contract"), to deficiencies identified through compliance monitoring of the Provider, or to any other for-cause reason for termination.
- a. Upon termination of this Agreement for any reason, or for no reason, Provider will refund and return to Trillium all funds received within fifteen (15) days, except for:
 - i. Funds already used for the purposes identified in this Agreement, as of the date of termination; and
 - ii. Funds to be used for the purposes identified in this Agreement for which Provider has made, as of the date Provider received notice of termination, a binding commitment with a third party to spend.
 - b. The Parties hereby agree that they shall have no right against the Other in the event a Party exercises its termination rights under this Agreement. The Parties hereby waive any claims or other causes of action arising from any such termination in consideration of the agreements herein contained.

10. **Subcontractors.**

- a. Provider may not disburse any Agreement funds received under this Agreement to any person or entity (a "**Subcontractor**") unless Provider's Proposal expressly indicates that Provider will make such disbursements to such Subcontractor. Trillium shall in all instances look to Provider for fulfillment of all Provider's obligations under this Agreement regardless of whether (i) Provider disbursed all or part of such funds to a Subcontractor or (ii) Trillium consents to an assignment to a Subcontractor.
- b. No agreement between Provider and Sub-Contractor shall contain any term or condition inconsistent with the terms and conditions of this Provider nor shall it eliminate or diminish Provider's obligations to Trillium under this Agreement. Sub-Contractors must agree to use such funds in a manner consistent with the terms and conditions of this Agreement.
- c. If applicable, Sub-Contractors shall provide reports required under this Agreement to Provider who shall aggregate and consolidate same into Provider's reports to Trillium as required under this Agreement. The Sub-Contractor shall not submit reports directly to Trillium.
- d. The audit and records provisions of this Agreement shall apply to any Sub-Contractor. Provider shall assure that any agreement between Provider and Sub-Contractor shall specify the same provisions contained herein.

11. **Audits; Access to and Maintenance of Records.** Provider shall maintain, in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records that shall reflect Provider's receipt, and expenditure, of funds under this Agreement. Provider shall permit Trillium to inspect, and shall make available to Trillium for inspection, any and all pertinent records, files, documents, information, and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Provider or any of its Sub-Contractors, agents, employees, or other parties. Provider shall maintain, keep, and preserve all such records for not less than a period of seven (7) years or such longer period as may be required by applicable law and make the same available, upon written request, to Trillium, or its duly authorized representative. In addition, Provider shall make such records available to all applicable state and federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. Trillium may also carry out monitoring and evaluation activities to ensure Provider's compliance with the Program and Provider shall provide, at its expense, copies of all related records produced by or arising out of this Agreement. Trillium reserves the right to conduct annual program evaluations, which will include document reviews associated with the program and program descriptions. The reviews will include scheduled and unscheduled reviews on-site if necessary. If requested by Trillium, Provider shall make available a copy of its policies, procedures, reports and other documents related to performance of its responsibilities to Trillium.

12. **Publicity.**

- a. If applicable, the Parties shall cooperate to create public communications announcing the details of this Agreement.
- b. Provider consents to the announcement of the Agreement by Trillium through various communication vehicles.
- c. Provider shall recognize the Agreement in any public communications or other materials produced regarding the Agreement and shall provide Trillium with a copy of such materials.
- d. Provider shall ensure that Trillium is clearly identified as a supporting organization in any and all publicity, advertising, or news release related to the subject matter of the Agreement.
- e. All proposed Provider communications that contain or use Trillium name(s) or mark(s) shall be submitted first to Trillium for its prior review and written approval.

13. **Written Reports.** The Provider shall submit written reports concerning the manner in which the Agreement funds are expended and detailing the progress of the Agreement's purposes as outlined in and any reporting described in attached SOW(s). Notwithstanding anything

contained herein to the contrary, Provider shall complete all reporting requirements contained in SOW(s) even if such requirements are due to Trillium after the term of the Agreement has expired.

14. **Intellectual Property.** Intellectual property means any patent, copyright, trademark, trade name, service mark, trade dress, trade process, or trade secret, including but not limited to items such as logos and software programs. Nothing herein will be construed as granting any rights or licenses to any intellectual property of the parties. Neither party may use any of the other party's intellectual property without prior written approval. Each party retains all right, title, and interest in and to its intellectual property created before the effective date of this Agreement or otherwise independently of and without reference to the other party's intellectual property.
15. **LIMITATION OF LIABILITY.** The Parties SHALL NOT BE LIABLE TO the other FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IN EXCESS OF THE AMOUNT OF THE AGREEMENT FUNDS CONTEMPLATED BY THIS AGREEMENT. FURTHER, IN NO EVENT SHALL the Parties BE LIABLE TO the Other, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify and hold each other and its members, directors or trustees, officers, employees and agents harmless from and against any and all claims, demands, liabilities, damages, judgments and expenses, including reasonable attorneys' fees (collectively, "Damages") to the extent that such Damages arise from or relate to any breach of any of the terms of this Agreement or result from any negligent acts or omissions by the indemnitor, its employees or agents in performing hereunder. The liability of the Provider is subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute. This Section 14 shall survive the termination of this Agreement.
17. **Insurance.** During the term of this Agreement, both parties will maintain the following insurance coverage: a) comprehensive liability insurance with limits of at least \$1 million per occurrence and \$2 million aggregate; and b) professional liability insurance with limits of at least \$2 million per occurrence and \$4 million aggregate. Each party agrees to make best efforts to notify the other with at least 30 days' advance notice, and in any event will provide notice as soon as reasonably practicable, before canceling or making any material change to the above policies. The parties agree to provide the certificate of insurance upon request.

SOCIAL DETERMINANTS OF HEALTH AND HEALTH EQUITY GRANT AGREEMENT BETWEEN TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2023

- 18. **Transferability.** This Agreement is not transferable without the written consent of both parties.
- 19. **Notices.** All notices, requests and other communications hereunder shall be in writing and will be deemed to have been given on the date of receipt if (i) delivered personally against written receipt, (ii) delivered by facsimile transmission against facsimile confirmation, or (iii) deposited in the U.S. mail, return receipt requested, or (iv) delivered by nationally recognized overnight courier, to the parties at the following addresses or facsimile numbers of the Parties as set forth on the signature page. Either Party may change the name or address to which notices shall be provided to it by notice to the other party in accordance with this Section 17.

For: Provider Mary Rumbaugh Clackamas County, Behavioral Health Division 2051 Kaen Road, Suite #154 Oregon City, OR 97045 MaryRum@clackamas.us 503-406-7005	For: Trillium <u>Orren Johnson</u> <u>Director, Procurement</u> <u>Trillium Community Health Plan</u> <u>555 International Way, Bldg. B</u> <u>Springfield, OR 97477</u> <u>orjohnson@trilliumchp.com</u> <u>541-799-3206</u>
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20. **General.**

- a. Entire Agreement; Modification. This Agreement, all exhibits and attachments hereto, which are incorporated herein by this reference, constitute a full and complete expression of the rights and obligations of the parties with respect to the subject matter herein and shall supersede all other understandings and agreements, written or oral, heretofore made by the parties. This Agreement may be amended upon the mutual written agreement of the parties or on thirty (30) days' notice from Trillium to Provider to comply with any agreement entered into between Trillium and OHA or to comply with any change in applicable law or regulation which affects the validity of any portion of this Agreement; provided, however Trillium shall use reasonable efforts to consult with Provider prior to executing any agreement with OHA that may affect this Agreement. If no written objection to such amendment is received within 30 days of the notice, such amendment shall become effective without further action required of Trillium or Provider. If such amendment has a material adverse effect on Provider, Provider may object to the amendment in writing within 30 days of notice of the amendment. If Provider objects, such amendment will not go into effect and Trillium may, in its discretion, terminate this Agreement on 30 days' notice to Provider.
- b. Waiver. No waiver by any Party or any term or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies,

either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

- c. No Assignment; Binding Effect. Neither this Agreement nor any right, interest, or obligation hereunder may be assigned (by operation of law or otherwise) by either Party without the prior written consent of the other Party and any attempt to do so will be void; *provided, however*, that Trillium may, upon notice to Provider but without being obligated to obtain Provider's consent, assign this Provider or any of its rights, interests, or obligations hereunder to an affiliate of Trillium. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.
- d. Independent Contractor. Nothing herein contained shall be deemed to create an agency, joint venture, partnership, or franchise relationship between the Parties. Provider acknowledges that (i) Provider is independent of Trillium, (ii) it is not authorized to act on behalf of Trillium, and (iii) none of its employees or Subcontractor is an employee of Trillium or is entitled to any *Trillium* employment rights or benefits. Provider further acknowledges and agrees that Grantee, on behalf of itself and its employees and Subcontractor, waives any and all rights Provider has, or may have, against Trillium under the Employee Retirement Income Security Act of 1974. Provider shall be solely responsible for any and all tax obligations of Provider arising from or relating to this Agreement, including but not limited to, all city, state, and federal income taxes, social security withholding tax, and other self-employment tax incurred by Provider.
- e. Confidentiality; Privacy. Provider agrees use appropriate safeguards to protect the privacy of individuals to whom Provider owes an obligation of privacy. Such actions shall include, without limitation, keeping information confidential and complying with the provisions of all applicable federal, state or local laws, regulations, ordinances and the Business Associate Agreement regarding confidentiality and Privacy Standards of such information. Provider also agrees to use or disclose confidential information to perform functions, activities, or services for the Provider and to release such information only in accordance with applicable federal and/or state law or pursuant to court orders or subpoenas.
- f. Notice to Participants. Provider shall notify any person who receives services under this grant, either directly or indirectly, that their demographic information and participation in the program is shared with Trillium. Provider shall maintain records of the notice and provide to Trillium upon its request.
- g. Nondiscrimination. Provider agrees not discriminate in its provision of Services to Trillium Members on the basis of: race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical

- condition or history, age, genetic information, source of payment, claims experience, receipt of health care, mental or physical condition, disability or illness, evidence of insurability, including conditions arising out of acts of domestic violence (42 CFR 422.110) or any other characteristic or classification deemed protected under state or federal law; and subject to this Agreement, Provider will provide Services to Trillium Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Plan clients of Provider consistent with existing medical ethical/legal requirements for providing continuity of care to any client.
- h. Governing Law. Governing Law; Attorney Fees. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Trillium consents to personal jurisdiction in the State of Oregon. Venue for any dispute arising out of this Agreement or the subject matter hereof, or related directly or indirectly to the foregoing, will be in the State of Oregon. In the event of 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.
- i. Severability. In the event that any term or provision of this Grant is later determined to be invalid, void, or unenforceable, in any respect and for any reason, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.
- j. Force Majeure. Except as otherwise provided, neither Party shall be liable to the other for any delay in, or failure of, performance of any requirement contained in this Grant caused by force majeure. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, strikes, failure of transportation, or other causes that are beyond the reasonable control of the Party affected and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Dates or times of performance including the Term of this Grant may be extended to account for delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- k. Survival. Rights and obligations under this Grant which by their nature should survive, including, but not limited to any indemnities, limitation of liabilities, audit of records, and confidentiality and privacy, will remain in effect after termination or expiration hereof.

SOCIAL DETERMINANTS OF HEALTH AND HEALTH
EQUITY GRANT AGREEMENT BETWEEN TRILLIUM
COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2023

1. Authorization. The undersigned signatories represent and warrant that they each have full authority to execute this Agreement according to its terms and the power to bind each party to the obligations undertaken herein.

IN WITNESS WHEREOF, Provider and Trillium hereby agree that they have read, fully understand and accept the terms and conditions set forth in this Grant.

Provider:
Clackamas County

Trillium:
Trillium Community Health Plan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
STATEMENT OF WORK
BETWEEN
TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY (SDOH-E
Partner Agreement)**

1. SOW Effective Date and Duration. This SOW shall commence on Agreement Effective Date and shall terminate on December 31, 2025, unless otherwise extended by both parties in writing.

2. Description and Scope of Project.

A. Provider is an organization engaged in the business of connecting community members with immediate and long-term options for improving mental health: Behavioral Health coordination, assessment, and outreach and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.

B. Relationship, if any, between Provider and Trillium (e.g., ownership, governance board, existing contractual relationships, or CAC membership): Clackamas County is contracted with Trillium for behavioral health Services, Crisis Services, and FQHC provider services. Clackamas County also has a representative on Trillium's North Board of Directors.

C. SDOH-E Partner Organization Domain Target(s):

Economic Stability

Subcategory:

Neighborhood and Built Communities

Subcategory:

Education

Subcategory:

Social and Community Health:

Subcategory:

Housing-related services and supports

Subcategory: Center for Treatment and Recovery

D. Program Summary:

Clackamas County is working on a new project titled the 'Clackamas Center for Treatment and Recovery'. This project will include 'ground-up development of ASAM 3.5 SUD Residential Treatment Beds and also SUD Recovery Housing in a new facility. Clackamas county released a Notice of Funding Opportunity at the end of June 2024 to identify a vendor that can help with program design. Clackamas County has identified a program site and will move to purchase the site in July 2024. Provider has existing funding commitments from the Supported Housing Services Measure 26-210 and also restricted settlement funds from the county financial assistance agreement.

E. Services to be Provided:

The Provider will use grant funds to support capitol expenses for the recovery units included in the new Clackamas Center for Treatment and Recovery program site. Recovery units are expected to include both withdrawal management and residential beds, and housing units that will be transitional and recovery oriented. The capitol expenses may include demolition and reconstruction of the program site.

F. Specific, Measurable, Achievable, Relevant and Time-based (SMART) Objectives (Intended outcomes)

Within the timeframe of the agreement, funding will be used for capital improvements or for capital investments for the Center for Treatment and Recovery (Recovery) Center to assist Clackamas County residents, including those on Trillium Community Health Plan, to achieve their goals of recovery from substance use disorders. Provider will submit to Trillium key milestones and dates for the completion of construction work on the recovery unit by January 31, 2025 that will serve as the objectives for this grant.

G. Targeted Population. Include identifying characteristics of target population (e.g. demographics) and # of Members and/or community members projected to be served): Community members needing substance use treatment services

H. Will Trillium Identify and Refer Members as Needed? No.

I. Area/Region Covered:). Clackamas County

J. Alignment with Community Health Improvement Plan (CHP).

The creation of a recovery center, which would help adults struggling from substance use disorders, was a key recommendation coming out of the Clackamas Addictions Recovery Summit. That summit, held last September, brought together local, national, and international experts on addiction and homelessness. A recovery center is a key component of the county's recovery-oriented system of care (ROSC), passed by resolution by the Board of County Commissioners in April 2023. The

center will provide a comprehensive range of services and supports included detox, residential treatment, outpatient services, job skills, transitional housing, and care coordination to help individuals return to the community.

3. Services and expenses under this Agreement do not include:

- a. Medicaid-covered services
- b. Funds cannot be used for SUD-waiver covered housing benefits or HRSN housing benefits for populations at risk of homelessness (starting November 2024) or homeless populations.
- c. Any covered services or benefits in Oregon’s Substance Use Disorder (SUD) waiver (housing or employment supports for eligible members) or 1115 Medicaid waiver (health-related social needs services for eligible members, beginning in 2024).
- d. Any activities, projects or initiatives targeted exclusively at delivery of health care or expanding access to care;
- e. Expenses that have been reported separately, such as health-related services (HRS) or in lieu of services (ILOS) — CCOs may not double-count spending;
- f. General administrative costs that are not directly related to a SDOH-E and/or health disparities initiative;
- g. General administrative costs that are otherwise necessary for the regular business operations of the CCO and compliance with federal/state requirements (for example, providing interpreters), including any staffing required by contract (for example, traditional health worker liaison);
- h. Sponsorships or advertising;
- i. Equipment or services to address an identified medical need (for example, corrective lenses, specialized clothing);
- j. Member incentives (for example, gift cards for accessing preventive services);
- k. Costs for SDOH-E related research in which findings are only used internally, only used by another private entity, or are proprietary;
- l. Educational or promotional items or goods for general distribution through a health fair or other event not targeted at populations experiencing health disparities;
- m. Political campaign contributions; or
- n. Advocacy specific to CCO operations and financing (as opposed to advocacy for policy that advances SDOH-E objectives).

4. Reporting and Evaluation.

- a. Expense Reports: Provider is responsible for submitting quarterly categorized expense reports of the funding described in Section 5 of this Exhibit A. The categorized expense report shall be sent to Trillium on a template provided by

Trillium. Any changes to the template shall be mutually agreed upon by the Provider and Trillium. Reporting shall be provided within 30 days after the end of each quarter.

- b. Activity and Data Reports. Reports shall be provided in a mutually agreeable file format and structure.
- Data Elements. Reporting shall be provided by Provider to Trillium on a semi-annual basis on halfway through the project and at project completion, the data elements listed in this Section 4. The data elements to be shared by Provider with Trillium are as follows:
 - Data element 1: Provider shall complete and return to Trillium a Community Impact Tracking Tool, provided by Trillium, which includes information about the Provider's organization and aggregated information about the community the Provider serves. Progress towards SMART Objectives shall be included in the Community Impact Tracking Tool.
 - Data element 2: Completed Deliverables are indicated, and the timeline is outlined in Project Phase 3.

No protected health information or personally identifiable information shall be communicated to Trillium or to Provider. All information provided shall be de-identified and reported in aggregate results.

- i. Outcomes. Provider, on behalf of Trillium, shall collect and report data related to outcomes as follows:

Trillium will meet twice annually with Provider to discuss Data Elements listed in this Section 4 and Services provided to assess community impacts of the Services. Trillium reserves the right to increase meeting frequency to address use of funds, delayed progress towards objectives in this Agreements, or any non-compliance with the terms of this Agreement.

5. Compensation. Trillium shall pay Provider for Services at the rate set forth in Section 5.a. below.

- a. **Payment Rate.** Subject to Trillium's compliance with the payment schedule described in Section 5.b. below, and provided Provider is in compliance with the terms of the Agreement, Trillium will pay Provider a one-time payment of one hundred eighty thousand dollars (**\$180,000.00**).

SOCIAL DETERMINANTS OF HEALTH AND HEALTH
EQUITY GRANT AGREEMENT BETWEEN TRILLIUM
COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2023

- b. **Payment Schedule.** Trillium shall pay Provider for Services within sixty (60) days following receipt of Vendor’s invoice submitted in accordance with Section 8 of the Agreement.
- c. **Contingencies.** Compensation described in Section 5 for Services described in Section 3 are contingent upon (i) OHA’s approval of Trillium’s 2024 SHARE Initiative Spending Plan, or, (ii) if Trillium’s 2024 SHARE Initiative Spending Plan has been approved by OHA prior to the Agreement Effective Date, OHA’s approval of an updated SHARE Initiative Spending Plan. OHA’s review of Trillium’s SHARE Initiative Spending Plan is expected to be completed within 30 days of submission by Trillium to OHA.
6. **Grant Budget:** Grant funding shall not exceed **\$180,000.00** and will be paid as outlined in Section 5 of this Exhibit A. Grant funding shall be used for the purposes of providing the Services described in this Exhibit A and as listed in the Grant Expenses. Any changes to the use of funds must be approved by Trillium. Expenses for this grant are as follows:

<u>Grant Expenses</u>	<u>Amount Awarded</u>
Capital Expenses for Clackamas Center for Treatment and Recovery	\$180,000.00
TOTAL	<u>\$180,000.00</u>

FORA HEALTH, INC.

Local Subrecipient Grant Agreement – H3S #12018

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EXHIBIT G

NOTICE OF FUNDING OPPORTUNITY AND SUBRECIPIENT'S APPROVED PROPOSAL



CLACKAMAS BOARD OF COUNTY COMMISSIONERS

Notice of Funding Opportunity # 2024-93 FOR THE

**Construction, and operations of a Recovery Center for
treatment and recovery**

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

MARK SHULL, Commissioner

BEN WEST, Commissioner

**Gary Schmidt
County Administrator**

**Cindy Becker
Project Manager, County Administration**

CLOSING DATE, TIME AND LOCATION

DATE: November 21, 2024

TIME: 3:00 pm

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

TABLE OF CONTENTS

Section 1 – Notice of Funding Opportunity

Section 2 – Instructions for submittal

Section 3 – Program Description

Section 4 – Proposal Content

Section 5 – Evaluation and Selection Criteria

SCHEDULE

Notice of Funding Opportunity Issued	September 30, 2024
Property Tour	October 10, 2024 3:00PM PST
Virtual Mandatory Proposal Meeting	October 22, 2024 3:00PM PST
Deadline to Submit Clarifying Questions	October 25, 2024 3:00PM PST
Proposal Due Date	November 21, 2024 3:00PM PST
Selection of Awardee (Estimated)	December, 2024

**SECTION 1
NOTICE OF FUNDING OPPORTUNITY**

Notice is hereby given that Clackamas County, through its Board of County Commissioners and the Health, Housing & Human Services Department (“H3S”) will receive Proposals per specifications until **3:00 PM, November 21, 2024** (“Closing”), for the construction, and operations of a Recovery Center for treatment and recovery.

Location of documents: OregonBuys

Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsc/view/login/login.xhtml>, Document No S-C01010-00011684.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically through a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Process and Technical Questions: Bouavieng Bounnam BBounnam@clackamas.us

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Mandatory Pre-Proposal Meeting:

- A Virtual mandatory pre-proposal meeting will be conducted on October 22, 2024 at 3:00 PM Pacific Time.
Join Zoom Meeting via the following link:
<https://clackamascounty.zoom.us/j/81768869179>
- A (non-mandatory) tour of the site for proposers will be available on October 10, 2024, 3:00 PM Pacific Time at the following location: 15301 SE 92nd Avenue, Clackamas. (Meet at the front of the school building)

SECTION 2
INSTRUCTIONS FOR SUBMITTALS

2.1 Purpose and Award:

The purpose of this Notice of Funding Opportunity is to identify and select one or more proposers to be granted funds for the construction and operations of a recovery center located within Clackamas County (the "Recovery Center"). The intent of this NOFO is to a grant funding for the development and operations of this new resource. Clackamas County reserves the right to award one, multiple, or no grants from this funding opportunity.

Clackamas County intends that the Recovery Center will be located on certain real property (approximately 6.3 acres) described as 15301 SE 92nd Avenue in Clackamas (the "Property") that Clackamas County expects to acquire on or before an award of a grant under this NOFO. Award of a grant under this NOFO will be contingent upon the occurrence of the following: (1) Clackamas County's acquisition of the Property; and (2) Clackamas County's determination that it obtained all necessary zoning approvals, use authorization, and other approvals as may be necessary to use the Property for the purpose of the program described in Section 3.

The Property will be leased to a successful proposer as-is. Clackamas County makes no representations or warranties as to the condition of the Property or its fitness for any particular use. A successful proposer will be required to perform its own due diligence of the Property as part of developing a proposal to this NOFO.

2.2 Submission Due Dates:

The County will receive proposals per specifications until **3:00 PM PST, November 21, 2024**. The County reserves the right to close this funding opportunity at any time and issue awards as it sees fit.

2.3 Questions and Comments:

Any respondent requiring clarification of the information must submit specific questions or comments to the NOFO contact via email. **The deadline for submitting such questions is October 25, 2024, 3:00PM PST.** If in Clackamas County's opinion additional information or interpretation is necessary, such information will be supplied in the form of an addendum through email to the same contact as identified on the registration form. Such addenda shall have the same binding effect as though contained in the main body of the Notice of Funding Opportunity. Oral instructions given to prospective respondents by Clackamas County employees or its agents shall not bind Clackamas County. All Addenda shall be issued by Clackamas County not less than three (3) calendar days prior to the submission deadline.

2.4 All questions should be submitted in writing, by email to: Bouavieng Bounnam BBounnam@clackamas.us

SECTION 3
PROGRAM DESCRIPTION

3.1. INTRODUCTION

The Health, Housing & Human Services Department (H3S) seeks to partner with community-based organizations, developers, or other qualified applicants in developing and operating property for use in providing recovery-oriented services to individuals with substance use disorders.

This NOFO makes funding available for the construction, and/or rehabilitation, expansion, or other physical improvements for the Recovery Center located at 15301 SE 92nd Avenue in Clackamas ("the Property"). It may also include funding for ongoing operations.

The selected proposer may be a single entity or a team and must demonstrate experience in the following areas:

- Capital development of similar facilities; AND
- Operating/delivering similar services for people with substance use disorders.

3.2 BACKGROUND

In April 2023, Clackamas County passed a resolution to address addiction, homelessness and mental health—taking the long view and recognizing these must be addressed systemically and interdependently in order to provide someone the best chance of self-sufficiency and a better life.

In doing so, the County threw its support behind a model that puts recovery first—a coordinated system of services and supports that provides many pathways to recovery based on each person's needs.

After holding a Clackamas Addictions Recovery Summit in September, where national and international experts shared recommendations based on best practices, the County is now forging ahead with bold action to build up this new Recovery Oriented System of Care.

A key recommendation by the experts and the catalyst for this NOFO was the development and operation of a recovery center for individuals with substance use disorders. Following this recommendation, the County is developing a Recovery Center which will provide immediate support and direct access to assessment, treatment, and recovery transitional housing to help individuals achieve and sustain long-term recovery.

GENERAL INFORMATION

The Recovery Center is a project led by Clackamas County that will be the cornerstone in the County's Recovery Oriented System of Care for individuals with substance use disorders.

VISION

Clackamas County envisions recovery for all individuals struggling with substance use.

MISSION

To ensure that individuals struggling with substance use receive timely, person-centered support, treatment, and resources to help them achieve and sustain long-term recovery.

GOALS

- People in recovery are housed
- People in recovery are healthy
- People in recovery have purpose through work, education, or other activity
- People in recovery have a strong community of support

OBJECTIVES

- To intervene early with individuals with substance use disorders
- To ensure immediate access and availability of needed services
- To support sustained recovery
- To create and expand partnerships with formal and informal systems
- To decrease the number of deaths related to substance use

OPERATING GUIDELINES

The following guidelines must be incorporated into all services:

- Services must be:
 - Recovery-oriented.
 - Rapidly accessible with multiple pathways to enter services.
 - Culturally responsive and client driven; and
 - Voluntary, with no person required to participate in a particular activity to receive services.
- People with lived experience of having a substance use disorder (peers) must be integrated throughout Recovery Center’s services.
- Care is coordinated across services systems on and off site.
- Family, friends, and other supports are engaged wherever possible.
- The Center has a trauma informed physical design and services are based on trauma informed principles.
- Support is provided to individuals as they re-enter the community.
- Strong partnerships with public safety and medical providers are established to divert individuals from inappropriate use of jail or emergency room resources.

SERVICES to be Provided (not an exhaustive list):

- | | |
|---------------------------------|---------------------------------|
| • Assessment, Triage and Intake | • Peer Support |
| • Stabilization | • Recovery Transitional Housing |
| • Detox (withdrawal management) | • Residential Treatment Beds |
| • Outpatient SUD Services | • Job Training |
| • Mental Health Treatment | • Care Coordination |
| • Medication Assisted Treatment | |

MEASURES

Outcome measures – for both individuals and systems – will align with existing state and federal measures and could include such areas as:

Individual:

- Abstinence from drug/alcohol use
- Getting and keeping a job or returning to school
- Decreased criminal justice involvement
- Retention in treatment
- Increased stability/retention in housing
- Increased social supports
- Individual’s perception of services/supports

System

- Timely access to care
- Cost effectiveness
- Use of evidence-based practices
- Coordination with other services

3.3. PROGRAM DESCRIPTION

3.3.1. Scope:

Project Description:

The County envisions a campus with co-located services provided by multiple providers but managed by a primary provider agency. The Recovery Center will consist of one or more separate buildings on a single campus offering a continuum of services, from intake to treatment and housing. For example, one building could offer assessment, support, and clinical treatment services, while the other(s) could offer transitional housing, and other supports as indicated.

This NOFO makes funding available for the construction, and/or rehabilitation, expansion, or other physical improvements to the Property to develop the Recovery Center. It may also include funding for ongoing operations.

Eligible Construction/Development Costs include, but are not limited to:

1. Land/Property
2. Demolition/site preparation
3. Design, architectural, and engineering work
4. Building permits and fees
5. Construction costs
6. Furniture, fixtures, and equipment
7. Project administration and overhead
8. Landscaping

The County reserves the right to provide additional funding, as determined by the County at its sole discretion, for other necessary costs that may arise.

Services

From an operating perspective, the County is looking for a lead proposer that will bring in/partner with other providers to deliver the various services. Proposers should identify which services they will provide directly and which they would subcontract for should they be awarded a grant under this NOFO. Services with an asterisk (*) should be located on-site. Proposers should also identify any other services that will be provided to individuals served by the Recovery Center and where they would be provided.

- **Assessment and Triage***: Assess individual's presentation to determine what supports and services can be provided at the Center or referred out to a different level of care, such as an emergency room.
- **Outpatient substance use and mental health treatment***: A non-residential, therapy-based treatment for drug and alcohol addiction or mental health conditions that do not require round-the clock care and does not include housing.
- **Medication-Assisted Treatment***: The use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders.
- **Withdrawal Management (aka Detoxification)***: Medically monitored support to individuals who have developed a physiological dependence on various substances. The average duration of treatment is 3-5 days.
- **Stabilization**: A flexible, short-term program (1-4 days) that provides immediate services to individuals in a safe environment while they are waiting to access other care. This program may also be used for short-term stays to support individuals as they are transitioning from one service to another.
- **Substance Use Disorder Residential Treatment***: Provide housing and treatment services for individuals with substance use with varying lengths of stay.
- **Care Coordination***: A coordinated approach to connecting individuals with community resources to meet the physical, behavioral health and dental care of the individual. Assist with removing barriers to access and engagement.
- **Peer Support***: There are different types of peer support, but they all aim to bring together people with shared experiences to support each other, provide a space where individuals feel accepted and understood, and treat everyone's experiences as being equally important.
- **Recovery Transitional Housing***: Short term (up to 1 year) housing with supportive services.
- **Medical Services**: Services related to physical illness and injury and can include prevention.
- **Dental Services**: Services for the diagnosis, prevention, treatment or cure of a dental condition, illness, injury or disease.
- **Supported Employment**: Competitive integrated employment, including customized employment, with ongoing support services for individuals with the most significant disabilities consistent with their strengths, abilities, interests, and informed choice.

Capacity

The County will consider recommendations from proposers regarding the capacity for each of the services. However, for perspective or sizing, the County is initially envisioning approximately 8-12 beds for detox/withdrawal management, 25-35 beds for residential treatment, and 20-25 beds for transitional housing along with space for outpatient and other services and amenities, such as space for participants to house their pets during recovery.

3.3.2 Role of Successful Proposer

In addition to development activities, the selected proposer will participate with County staff in key activities throughout the development of the Recovery Center including, but not limited to:

- Engaging with elected leaders, community members, and businesses to increase awareness and understanding of the project and to establish positive relations with neighbors, including through a comprehensive communications and community engagement plan
- Pursuing capital and operations funding from public and private payors

- Developing agreements with law enforcement and first responders, as needed
- Obtaining all necessary approval from the Oregon Health Authority and/or other regulatory agencies to operate the services
- Obtaining all necessary permits, authorizations, or other approvals as may be necessary to operate a Recovery Center
- Coordinating system planning and developing system coordination, assessment, and triage plans with identified system partners
- Developing agreements with providers to coordinate services provided on or off site.
- Billing public and commercial insurance, where available
- Executing contracts with Health, Housing and Human Services and with other organizations to serve specific populations, such as residents who are not eligible for the Oregon Health Plan

3.3.3 Budget

Development and operations of the Recovery Center shall be phased-in depending upon the availability and timing of capital funding. Clackamas County anticipates making funding available in an amount between \$15 and \$45 million for capital development of the Recovery Center through this NOFO. The full funding and budget picture will be developed in partnership with the successful proposer(s). Capital funding will come from a mixture of sources including federal (Medicaid), state, and local resources.

Proposers are encouraged to include information about funding opportunities that can be brought to or leveraged for this project in their responses, including one-time capital funding and ongoing operations funding.

3.3.4 Term of Grant:

Clackamas County expects the term of the grants to range from between 1 to 5 years, with the option for renewals or extensions based upon the availability of additional funding.

3.3.5 Sample Grant Agreement: Submission of a Proposal in response to this Notice indicates Submitter’s willingness to enter into a federal subrecipient grant agreement with the County in substantially the form attached hereto. No action or response to the sample grant is required under this Notice.

3.3.6 Insurance: The successful proposer will be required to hold and maintain the following insurance policies:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence.

A successful proposer who will perform construction work will also be required to maintain property insurance (Builders Direct Risk insurance) upon the entire work at the site to the full insurable value thereof. This policy shall insure against the perils of fire and extended coverage and shall include all risk insurance for physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief (and earthquake and

flood). The policy shall be extended to include extra expense coverage (including but not limited to legal/professional fees, debt service payments, insurance premiums, etc.) and with limit equal to 5% of the building value but not less than \$50,000. This policy shall be extended to covered property stored off the site or in transit.

The County may, in its sole discretion, require a successful proposer to maintain insurance policies in addition to those listed above.

Proposers should be aware that any continuation, extension, or renewal of a grant issued under this NOFO, or any increase to funding, may be subject to additional terms and conditions, including additional state or federal funding source requirements. Additional terms and conditions will be included as part of an amendment to a grant issued under this NOFO.

3.3.7 Lease: A successful proposer will be required to enter into a long-term lease with County for use of the Property.

SECTION 4 SUBMISSION CONTENTS

4.1. Proposers must observe submission instructions and be advised as follows:

4.1.1 Submissions will only be accepted electronically through Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

4.1.2 Completed documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

4.1.3 County reserves the right to solicit additional information or clarification from the proposer, should the County deem such information necessary.

4.1.4 Submissions should not exceed **12** pages, excluding the proposed budget.

4.1.5 Proposers costs of developing a proposal or any subsequent request for information, costs of attendance at a tour of the Property, or any other costs incurred as a result of this NOFO are entirely the responsibility of the proposer and will not be reimbursed in any manner by Clackamas County.

Provide the following information in the order in which it appears below:

4.2 Proposer's General Background and Qualifications:

- Description of the proposer.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of experience with acquisition, construction, and/or rehabilitation, expansion, or other physical improvements to new or existing real property and other relevant experience.
- Description of experience providing recovery-oriented services to individuals with substance use disorders.
- Description of the proposer's ability to meet the requirements in Section 3.3, Program Description.
- Proposer's Unique Entity Identifier (UEI) number and other information such as active SAM.gov registration as may be required to ensure proposer is not disbarred or suspended for participating in federal awards.

4.3 Development Options

The County is interested in phasing in the structures and services based on different levels of start-up funding. As such, proposers are asked to develop project responses for two options that include:

1. Availability of \$15-20 million in capital funds
2. Availability of \$35-40 million in capital funds

Please address the following information for both #1 and #2 above.

Proposers may develop two different responses or a single response that clearly delineates the different levels of funding.

Project Description	Describe the proposed project model, planned use of the Property, planned capacity for the different service and housing offerings, safety measures, and anything else specific to the project.
Project budget	Describe estimated construction plans with detailed cost estimates including a “sources and uses” list equal to the project budget. Describe composition of project funding, any anticipated funding gap, and proposed plan to address the gap. If the proposal contemplates utilizing additional funding sources, the proposal should identify those sources and any conditions, restrictions, or contingencies that may be required.
Program Description	Describe programs and services planned to be delivered at the project site along with those that may be delivered in other locations. Describe the extent to which the proposer will include multiple providers in the delivery of services – on or off-site. NOTE: Final programs may be developed in partnership with Clackamas County.
Experience	Describe the proposer’s experience in developing recovery-oriented services including both physical structures and services. Identify location(s), types of services provided, capacity, and Proposer’s role.
Community Engagement	Describe recommended strategy(s) for communications and community engagement processes and plans. (Such community engagement may be requested to be conducted with the County)
Safety Measures	Describe safety and security measures for individuals receiving services, staff, and the surrounding community.
Project Timeline	Provide a timeline for project, including key milestones for pre- development and design, permitting, contractor and consultant phases, construction start date and goal date for opening.
Additional Funding	Identification of additional funding resources and opportunities.

4.4 References

Provide at least three (3) references from clients your organization has served similar to the County in the past three (3) years, including one client that has newly engaged the organization in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff.

**SECTION 5
EVALUATION PROCEDURE**

5.1 An evaluation committee will review all submissions that are initially deemed responsive, and they shall rank the submissions in accordance with the below criteria. The evaluation committee may recommend an award(s) based solely on the written responses or may request interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited will be notified of the time, place, and format of the interview/ presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written submissions must be complete, and no additions, deletions, or substitutions will be permitted during the interview/presentation. The evaluation committee will recommend awarding a contract to the final County decision maker based on the highest scoring submission. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all submissions and cancel the Notice of Funding Opportunity.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

Area	Consideration	Max Score
Project Description	<p>Complete description of physical structures and planned capacity for services and housing that demonstrate understanding of the project scope.</p> <p>Evaluation will be based upon the project description and the degree to which it satisfies the program elements of this NOFO and addresses the County’s goals of providing a recovery center for individuals with substance use disorders.</p>	20
Project Budget and Funding	<p>Detailed cost estimates for:</p> <ul style="list-style-type: none"> • all phases of construction, including safety measures • ongoing operating costs <p>Evaluation will be based upon detail of proposed budget, overall costs, availability of funding, feasibility, and related factors.</p>	20
Project Timeline	<p>Completion of a realistic timeline for the entire project, including milestones, and goal date for Project opening.</p> <p>Evaluation will be based upon the timeliness and feasibility of the proposed completion dates.</p>	10
Program Description	<p>Complete description of programs and services planned to be delivered at the site, along with those delivered in other locations.</p> <p>Evaluation will be based upon the degree to which the programs and services planned satisfy the program elements of the NOFO and addresses the County’s goals of providing a recovery center for individuals with substance use disorders.</p>	10

Experience	Experience developing similar capital projects and delivering similar recovery-oriented services. Evaluation will be based upon successful delivery of prior programs.	15
Safety Measures	Describe safety and security measures for individuals receiving services, staff, visitors and the surrounding community. Evaluation will be on the identification of measures on the property, for staff, or visitors, and the community.	10
Community Engagement	Experience engaging with residents and businesses while developing similar services. Evaluation will be based upon the proposed community engagement plan or process for the project.	5
Additional Project Funding	Identification of additional one-time funding for capital development and ongoing funding for program operations. Evaluation will be based upon proposed strategies and resources to bring or leverage funding for capital development.	10
	TOTAL	100

5.2 Once a selection has been made, the County will enter into grant negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the program. Any changes agreed upon during grant negotiations will become part of the final grant agreement. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated, and negotiations will begin with the next highest scoring Proposer.

The County may award more than one grant as a result of this NOFO if the County determines, in its sole discretion, that a single proposer cannot satisfy all the program elements set forth in Section 3. If the County awards more than one grant as a result of this NOFO, such grants may be for all, or a portion of the program elements set forth in Section 3 of this NOFO.

SAMPLE FEDERAL SUBRECIPIENT AGREEMENT

<p>CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT XX-XXX</p>	
<p>Project Name: Project Number:</p>	
<p align="center">This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Humans Services, Social Services Division ("COUNTY"), and XXXXX ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.</p>	
<p>Clackamas County Data</p>	
<p>Grant Accountant: Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) XXX-XXXX XXXX@clackamas.us</p>	<p>Program Manager: Clackamas County – XXXX Oregon City, OR 97045 (503) XXX-XXXX XXXX@clackamas.us</p>
<p>Subrecipient Data</p>	
<p>Finance/Fiscal Representative:</p>	<p>Program Representative:</p>
<p>UEI: XXXXX</p>	

RECITALS

1. [Statement about County’s need for program services.]
2. [Statement about Subrecipient’s background supporting County’s choice of subrecipient, e.g. Subrecipient has provided XYZ types of services in the past, County has used subrecipient for similar services, etc. Also include that the subrecipient was chosen out of a NOFO process conducted on XXX date. If there is a possibility of renewal given the NOFO parameters, state that the County may renew this award for an additional X years at the County’s sole discretion.]
3. [Statement about what County is requiring of subrecipient given the nature of the federal and state programs funding this Agreement.]
4. [Project summary; this statement is used to describe the program we are establishing to the public when the County does its FFATA reporting, when required.]

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this “Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on XXXX, 202X, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **XXXX, 202X** and expiring **XXXX, 202X**, 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.
2. **Program.** The Program is described in Exhibit A, Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.

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 in with the requirements of the **[name of federal agency and federal program; add state agency and state program, if applicable]** that is[are] the source of the grant funding and other required information in the Exhibits, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. 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 and Federal funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement is the [federal program] (Assistance Listing Number ["ALN"] #: XX.XXX) issued to COUNTY by [agency or agencies, with abbreviations, e.g. "DHS"]. The maximum, not to exceed, grant amount COUNTY will pay is **\$XXXXX**. This is a [fixed unit price grant or cost reimbursement grant or cost reimbursement grant with advance, etc.], the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D, Reimbursement Request. Failure to comply with the terms of this Agreement may result in COUNTY holding SUBRECIPIENT in default and pursuing all rights and remedies available to COUNTY at law, in equity, or under this Agreement including, but not limited to, 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. [Source, revenue agreement number, revenue agreement award date, program name, amount we are passing to sub]
 - 4.2. [Continue...]

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
 - a. At COUNTY's discretion, upon thirty (30) days' written notice to SUBRECIPIENT;
 - b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
 - c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
 - d. Immediately upon written notice provided by COUNTY that [insert acronyms for funding agency(s)] has determined funds are no longer available for this purpose; or
 - e. Immediately upon written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii)

are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- a) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible, when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and defend COUNTY, and its elected officials, officers, employees, and agents, 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 (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 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.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- 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 for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be 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. 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 to 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.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **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.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- 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, 11 (a), (b), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate [use template]
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions [use template]
- Exhibit F: Insurance Requirements [use template]
- Exhibit G: Specific Federal Program Requirements
- Exhibit H: Final Financial Report [use template]
- Exhibit I: 2 CFR 200.332(a) Required Information
- Exhibit J: Residual Supplies Inventory [optional; include if the net of supply lines in the budget is over \$5,000; use template]
- Exhibit K: Equipment Inventory [optional; include if equipment is purchased with grant funds; use template]
- Exhibit L: BAA or QSOBAA [optional; remove if not used]
- Attachment A: Original Notice of Funding Opportunity, related FAQ's, and SUBRECIPIENT's approved proposal and certification
- Attachment B: [optional; include any manuals, etc. here.]

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

SUBRECIPIENT [Entity name]

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

CLACKAMAS COUNTY RECOVERY CENTER

NOTICE OF FUNDING OPPORTUNITY #2024-93

NOVEMBER 21, 2024



Fora Health
TREATMENT & RECOVERY

4.2 GENERAL BACKGROUND & QUALIFICATIONS



FORA HEALTH | PROPOSER

Fora Health, formerly known as De Paul Treatment Centers, is one of Oregon's oldest, largest and most respected nonprofit treatment centers providing treatment for substance use disorders and co-occurring mental health disorders. In our 50-year history, we have helped more than 55,000 individuals change their relationship to drugs and alcohol. Fora Health receives one of the highest levels of accreditation by the Commission on Accreditation of Rehabilitation Facilities (CARF) and has held this designation since 2001.

Fora Health takes a trauma-informed, evidence-based approach to treating drug and alcohol addiction. Most patients in our programs have needs beyond SUD treatment, which may include mental health disorders, lack of healthcare, low literacy or educational levels, involvement in the legal system, domestic violence and child custody issues. Our services support patients in meeting their diverse needs beyond traditional substance use disorder treatment so they can succeed in their recovery.

Fora Health provides a complete continuum of care to meet each person's unique needs. We are the only facility in Oregon that offers medically monitored residential (MMR or 3.7 level of care) treatment that meets the needs of those with several medical, emotional or cognitive conditions. In addition, our wraparound programs incorporate specialty services proven to increase treatment outcomes, such as family therapy, peer mentor services and dual-diagnosis care.

FORA HEALTH'S MISSION

Fora Health provides treatment, care and advocacy for all who are affected by substance use disorder (SUD). We envision communities where every person affected by substance use disorder has access to the support needed to emerge from this disease. Where healthcare systems become advocates for hope. Where stigma ceases to exist.

Credentials/experience of key individuals that would be assigned to this project.

Devarshi Bajpai, CEO, will lead the Fora Health team. His extensive experience in behavioral health includes several pivotal leadership roles, with his most recent position being the Behavioral Health Director for the Oregon Department

of Corrections (DOC). Before joining the DOC, Bajpai served as the Director of Clinical Behavioral Health with CareOregon and as the Medicaid and Addictions Services Manager for Multnomah County.

Fora Health's project team will also include our executive staff and members from our Board of Directors. Our Board of directors comprises leaders with expertise in construction, capital campaigns, finance, and more. They play a critical role in setting strategic direction, supporting program offerings, ensuring financial sustainability, and helping us build strong community partnerships.

To date, we have retained Edlen & Co. as project manager, Holst Architecture for design, and Walsh Construction as our general contractor.

HOLST ARCHITECTURE | ARCHITECTURE

Holst Architecture is an award-winning, B-Corp, JUST Certified, women-owned architecture firm (Oregon WBE/DBE #10644) of 50 professionals, led by owners Kim Wilson, Kevin Valk, Dave Otte, and Renée Strand. Their reputation in the community and among their peers is founded on a process of inquiry and iteration that instills design excellence from the big idea through the execution of each crafted detail; Holst is devoted to creating meaningful architecture that people love.

Kevin Valk, Principal/Owner of Holst, will lead the design team. Kevin has extensive experience designing treatment centers, including the Fora Health Treatment & Recovery Center at Cherry Blossom and two projects for Washington County's CATT: the Hillsboro Recovery Center, a 24,000 SF residential treatment facility that provides withdrawal management and transition support and the Beaverton Recovery Center, a 42,000 SF outpatient services building, both of which are currently under construction. He has a passion for designing spaces that help our community members recover from addiction and thrive in their recovery.

EDLEN & CO. | PROJECT MANAGEMENT

Edlen & Co. is women-owned and a certified B-Corp. The firm's focus is mission-driven real estate development with an emphasis on community facilities, affordable and mixed-income housing, public-private partnerships and projects that push the boundaries of sustainability. Edlen & Co.'s portfolio includes drug and alcohol treatment facilities, mental health and primary care clinics, permanent supportive housing, and affordable housing.

Jill Sherman, Principal/Owner of Edlen & Co., will lead the development team. Jill's projects include LifeWorks NW Center for Hope and Recovery, an inpatient drug and alcohol treatment center that provides culturally specific services for African American women; Fora Health Treatment & Recovery Center at Cherry Blossom; Central City Concern's Old Town Recovery Center; Multnomah County Crisis Assessment and Treatment Center; and over 1,000 units of affordable housing.

4.2 CONTINUED

WALSH CONSTRUCTION | CONSTRUCTION

Walsh Construction has extensive experience providing Construction Management/General Contractor (CM/GC) services for adult residential recovery homes, permanent supportive housing and similar project types. Walsh specializes in creating environments that support recovery and healing, understanding the unique needs and sensitivities of these facilities. The highlighted Walsh team has successfully completed 17 recovery housing and treatment spaces that include extensive services.

The Walsh team will be led by Vice President Dan Snow, who brings 38 years of combined career experience in the preconstruction and construction process for projects ranging from affordable housing to historic renovations. He leads the affordable housing team at Walsh and has been involved in every affordable project built by Walsh/Oregon since 1990. He has led teams through preconstruction and construction of over 32,250 affordable and mixed-use housing units. He manages and coordinates the funding application process and preconstruction efforts. As the company's project executive, Dan will be active in preconstruction, handling cost estimating, cost control, method and product analysis, and contract negotiations. During construction, he will ensure all Walsh resources are available to support the project.

CLINICAL / TREATMENT PARTNERS

Engaging with the community, Fora has developed long-standing relationships with many partners that provide wraparound care to our patients and help them maintain sobriety after they complete our programs. These partnerships have been very successful and include Iron Tribe, Crim-Anon, Go the Distance, Transcending Hope, Free on the Outside, Blanchet House, NW Instituto Latino de Adicciones, CareOregon, Washington County Behavioral Health, Washington County Alcohol and Drug Evaluation Services, Washington County Probation, SE Works, 4D Recovery Center and OHSU Population Health, among many others.

To ensure patients receive wraparound services, Fora Health will work with partners on-site and off-site through referrals. Fora Health has proposed several partners below, and if selected, we will work with the County to solidify partnerships.

Clackamas Health Centers – *providing dental care, primary care, prenatal care, and behavioral health when needed.*

Clackamas Health Centers offers care on a sliding fee scale to eligible uninsured and underinsured people. They provide low-cost, quality healthcare for our community. No one is refused care due to an inability to pay.

SE Works – *providing employment services.* Founded in 1997, SE Works is a registered 501(c)3 with an extensive history of successfully engaging multi-barriered, low-income, underserved populations. Services are available for at-risk

youth involved in the justice system, unemployed adults, immigrants, people experiencing disabilities, and people returning from incarceration.

Bridges to Change – *providing on-site housing support.* Bridges to Change is one of the largest peer-led organizations in the State of Oregon. BTC was founded in 2004 to support people on their path to recovery. BTC continues to support participants on their recovery journeys through community-based housing, peer-delivered services and behavioral health treatment.

Transcending Hope – *providing on-site housing support.* Transcending Hope is a nonprofit organization built by people who are either in recovery or have been touched by addiction and recovery. They offer safe, stable Recovery housing in Washington, Multnomah, and Clackamas Counties. The Transcending Hopes team provides support to their residents, transitional programs, and community restoration programs.

Description of experience with acquisition, construction, and/or rehabilitation, expansion, or other physical improvements to new or existing real property and other relevant experience.

In 2021, Fora Health moved into a custom-built trauma-informed 53,000 sq/ft residential treatment center. This facility, focused on whole-person health, features open common spaces, natural light, an art studio, and a fitness room, with over an acre of outdoor space, including a garden and recreational court. This space is welcoming and instantly informs visitors and patients that we are dedicated to patient-centered care. This project was completed in partnership with Edlen & Co. and Holst. The project has won numerous awards including: 2024 AIA Oregon Citation Award, 2023 AIA National Healthcare Award, 2022 Oregon ASLA, Design Honor Award, General Design, 2022 Daily Journal of Commerce Top Projects, 1st Place, Healthcare and Life Science Category, 2022 Portland Business Journal Transformer Award, 2021 Portland Design Commission, Design Excellence Award, 2019 Portland Design Commission Project of the Year.

We are currently in the process of expanding our continuum of care by designing and constructing a 20,000 sqft transitional housing building that will be adjacent to our current facility and add 46 transitional housing beds. Holst, Edlen & Co. and Walsh are working with Fora Health on this project.

Description of experience providing recovery-oriented services to individuals with substance use disorders.

Fora Health receives the highest level of accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF) and has held this designation since 2000. The mission of CARF is "to promote the quality, value, and optimal outcomes of services through a consultative accreditation process and continuous improvement services that center on enhancing the lives of the persons served."

4.2 CONTINUED

After auditing our services and operations, CARF awarded Fora Health a renewed 3-year accreditation in May 2022. This accreditation is good through April 30, 2025. This certification communicates to the community that Fora services meet or exceed nationally recognized standards for behavioral health care.

Licenses acquired in our Residential and Withdrawal Management programs include:

- Alcohol and Drug Residential Treatment License for Adult Residential services from the Oregon Health Authority (OHA)
- Alcohol and Drug Residential Treatment License for Withdrawal Management, from OHA

Both of these licenses were renewed in November 2023 and are renewed every two years. 2021 was the first year the State started requiring us to have a separate license for Residential and Withdrawal Management (WM). Previously, we operated both programs under the same license.

Our Outpatient program opened in 2000, and we have held the credentials to operate our program since then. For our Outpatient program, we have a Certificate of Approval (COA) and a Letter from OHA. Our next re-certification date will be March 31, 2025. Our organization has been licensed by the State since we became a 501(c)3 in 1977.

[Description of the proposer's ability to meet the requirements in Section 3.3, Program Description.](#)

PROJECT DESCRIPTION

Fora Health has assembled a team with the expertise to design, develop, construct and operate the Recovery Center. All team members have prior experience successfully working together on similar projects. In addition, the team is expert in working closely with public sector partners to achieve shared objectives. Please see section 4.3 below for a detailed description of the team's experience.

Our project will meet the County's objectives and goals through a comprehensive, collaborative health campus. Fora Health believes that everyone possesses the innate ability to recover and improve their health and well-being. Our campus will incorporate a network of community partners to tap into a wealth of local resources to support patients and their families throughout their recovery journey and beyond.

Fora Health builds on five decades of excellence, innovation and experience providing trauma-informed, evidence-based therapies for adults with the goal of building healthier individuals, families and communities. In our current work, we create health systems that are a pillar of hope to people in their greatest need. Together, we will use this expertise to address addiction and homelessness in Clackamas County.

SERVICES

Fora Health has proven its ability to provide excellent substance use and co-occurring mental health treatment

results. As part of CareOregon's quality metrics review, Fora exceeded 5 of 8 metrics, beating the region benchmarks by 3-10%. Fora Health provides a continuum of care to meet each person's unique needs and ensure that their treatment journey is not disrupted by changing providers and counselors, allowing patients to build lasting relationships for successful outcomes. We are the only facility in Oregon that offers medically monitored residential (MMR or 3.7 level of care) treatment that meets the needs of those with severe medical, emotional or cognitive conditions. In addition, our wraparound programs incorporate specialty services proven to increase treatment outcomes, such as family therapy, peer mentor services, and dual-diagnosis care.

Fora Health employs a multidisciplinary team of doctors, nurses, nurse practitioners, Qualified Mental Health Professionals, Certified Alcohol and Drug Counselors and Peer Recovery Mentors to support patients needing a level of specialty care.

In our Outpatient programs, Fora Health employs a multidisciplinary team of Addiction Counselors (CADCs), QMHPs (Mental health counselors and family therapists), one PMHNP with part-time allocation to prescribe mental health medications to outpatient patients, one NP who prescribes medication for substance use disorders to our Hillsboro outpatient location, and certified recovery mentors.



4.2 CONTINUED

Chief Clinical Officer – Nerissa Heller

Our Clinical team is lead by Nerissa Heller, Fora Health’s Chief Clinical Officer. Nerissa’s role is to identify, promote and sustain a coherent, evidence-based model for service delivery across Fora Health’s treatment programs. Nerissa holds a master’s degree in Social Work from Portland State University and a Certified Alcohol and Drug Certification III from MHACBO. She previously served as the Director of Intensive Substance Use Treatment Programs at Central City Concern.

Interim Chief Medical Officer - Dr. Jennifer Hartley

Our medical team is headed by Dr. Jennifer Hartley, Interim Chief Medical Officer. During her previous four years as a Medical Director & Director of Innovation at Fora, Jenny developed innovative approaches to meet the challenges posed by fentanyl.

She received her undergraduate degree from Princeton University, her medical degree from the University of Vermont, her Doctorate in Anthropology from Brown University, and her Masters in Oriental Medicine from the National University for Natural Medicine. Dr. Hartley has a background in family medicine and has particular experience in rural medicine, obstetrics, nutrition, and integrative approaches to chronic disease. She has worked in a wide variety of settings, including an island off the Maine Coast and remote areas of Central Asia. Immediately before joining Fora Health, she completed a fellowship in Addiction Medicine at OHSU. “Dr. Jenny” is inspired daily by the kindness of her Fora colleagues and the unique strengths & stories of the patients for whom she cares.

We are well-positioned, committed and ready to build a new campus, expand care and support thousands of patients in Clackamas County!

Proposer’s Unique Entity Identifier (UEI) number and other information such as active SAM.gov registration as may be required to ensure proposer is not disbarred or suspended for participating in federal awards.

The registration for FORA HEALTH TREATMENT & RECOVERY is active in the US federal government’s System for Award Management (SAM.gov): UEIN Y7AWCB9NPAA7 | CAGE: 5EEK8



4.3 DEVELOPMENT OPTIONS

Our proposal includes two separate buildings that can either be built in phases or together, depending on the level of initial funding available. Building 1 includes withdrawal management and inpatient residential treatment, and Building 2 includes transitional housing and outpatient treatment. For Building 1, the number of withdrawal management beds and inpatient beds is based on direction from the County on desired capacity while considering the potentially lower amount of initial capital funds. If a higher level of funds were available initially, more beds could be provided. We will work closely with the County to tailor the program to best meet the community’s needs within the available funding. In addition, based on the initial information provided, our assessment is that there are no significant cost benefits to reusing the existing building; thus, we have proposed demolition and a new build. Additional analysis is expected in the programming phase to confirm our initial assessment.

Below is a high-level description of the two buildings, which will be detailed further in the proposal.

	BUILDING 1	BUILDING 2
SQ FT	26,000	19,500
ESTIMATE	\$21,892,000	\$15,354,000
PROJECT DELIVERY	10 WM 24 RES	36 Transitional Housing Beds Clinic for OP 200-300
ANTICIPATED OCCUPANCY	MAY/JUNE 2027	MARCH/APRIL 2028

PROJECT DESCRIPTION

Fora Health proposes to build a health and treatment campus in Clackamas County to provide withdrawal management, inpatient residential treatment, outpatient treatment, and housing services.

Fora Health’s Clackamas County Campus will host Building 1 (26,000 sq. ft. treatment facility), one-half acre of therapeutically programmed green space and Building 2 (19,500 sq ft transitional housing and outpatient facility). We will continue to offer a full continuum of care for substance use and co-occurring mental health disorders, including medical withdrawal management (detox), residential treatment, and a full suite of outpatient services. Our operational plan includes 24 adult residential treatment beds, 10 medical withdrawal management beds, an outpatient clinic with the capacity to serve 250 patients at any given time and 36 transitional housing beds. We plan for services to be scaled up over a three-year period to allow for sustainable growth.

4.3 CONTINUED

Our goal is to achieve health equity, increase treatment accessibility, and improve our operational efficiency while creating new opportunities for growth and impact. We anticipate serving more than 1,500 individuals and their families annually at the new campus. This project will increase Fora Health’s ability to provide a recovery-oriented system of care and will allow us to expand services within Clackamas County.

The facility will be designed with trauma-informed design principles, allowing us to welcome people from marginalized communities into a space that respects their dignity and complements our evidence-based treatment programs.

Trauma-informed design integrates tenets of trauma-informed care into the design of buildings with the goal of creating environments that promote healing and recovery. Our research into designing for individuals coping with trauma suggests the following six strategies, which we have considered and incorporated into many of our recent projects, including the Fora Health Treatment Center.

- **Safety:** Create the perception of safety in addition to actual safety while balancing privacy and the need for staff to monitor behavior.
- **Nature:** Promote connectedness to the natural world. Connections to nature have been found to reduce stress and pain and to improve mood.
- **Comfort:** Reduce or remove adverse stimuli and environmental stressors.
- **Coherency:** Form the building’s narrative to develop a sense of trust in the environment.
- **De-escalation:** Furnish spaces for de-escalation and self-care to promote mental health.
- **Empowerment:** Integrate options into the design to support decision-making opportunities for an individual in crisis that can help de-escalate behaviors triggered by trauma.

It is anticipated that the first two phases of construction and development will utilize approximately 2.75 acres of the 6+ acre site, leaving the opportunity for additional development, such as additional transitional housing or other forms of affordable housing. In the meantime, some existing open spaces can remain part of the neighborhood.

PROJECT BUDGET

See Appendix for full Budget and Proforma information. Our funding plan for the Recovery Campus is below.

BUILDING 1 WITHDRAWAL MANAGEMENT & RESIDENTIAL

USES OF CAPITAL		SOURCES OF CAPITAL	
Land	-	County Funds	\$20,000,000
Hard Costs	\$17,310,000	Capital Campaign	\$1,892,000
Soft Costs	\$2,546,000		
TOTAL	\$21,892,000	TOTAL	\$21,892,000

BUILDING 2 HOUSING & OUTPATIENT

USES OF CAPITAL		SOURCES OF CAPITAL	
Hard Costs	\$10,737,000	County Funds	\$15,354,000
Escalation	\$1,074,000		
Soft Costs	\$3,543,000		
TOTAL	\$15,354,000	TOTAL	\$15,354,000

PROGRAM DESCRIPTION

At Fora Health, our mission is to be the region’s most effective addiction treatment provider, helping each patient transform their life’s trajectory. Success means our patients build self-sufficient, fulfilling, and healthy lives in recovery while minimizing the risk of relapse. A new treatment campus will enable us to deliver the comprehensive care our patients need to thrive.

SIX TENETS OF TRAUMA-INFORMED DESIGN



4.3 CONTINUED

A HEALING SPACE FOR RECOVERY

Treatment at Fora Health is a deeply personal and collective journey. Our patient rooms are designed to foster healing, featuring ample natural light, attractive and durable furniture, soundproofing for privacy, and generous storage for the duration of each stay. These rooms offer patients a peaceful retreat—a place to rest, reflect, read, or connect with a fellow client. Recovery is demanding and requires focus, so having a sanctuary at just the right moment can make all the difference.



CONNECTION THROUGH COLLABORATION

Building connections and holding each other accountable are cornerstones of addiction therapy. Our thoughtfully designed group rooms inspire engagement with natural light, comfortable seating, and a calming aesthetic. Advanced technology, including video projection and collaborative tools, enhance clinical care, while practical amenities such as whiteboards and easels support group discussions and activities.



A COMMUNITY OF CARE

Recovery is most successful when it includes family and community. Our campus will feature welcoming spaces for family therapy, casual gatherings, and private conversations, fostering meaningful connections during visits. We'll provide dedicated workspaces for community partners working alongside our clients to complete paperwork, collaborate on action plans, or simply recharge. Celebration rooms and classrooms will be available for lectures, workshops, and milestones, encouraging clients to return to Fora Health as an ongoing resource.



NOURISHMENT FOR RECOVERY

Proper nutrition is vital to the recovery process. Our program will offer fresh, healthy meals and snacks prepared in a state-of-the-art kitchen. A dining space accommodating all of the residential clients will also host family meals during holidays and celebrations. Additionally, a cooking demonstration area will teach clients how to prepare nutritious meals, empowering them to sustain their recovery long after treatment.



COMPREHENSIVE WITHDRAWAL MANAGEMENT

Our exam rooms will balance warmth with functionality, equipped with tools for physical exams and education on addiction, mental health, and chronic conditions. Adjacent counseling offices will support patients' educational and therapeutic needs. A separate waiting area will serve clients in medical detox, with private triage rooms and dormitories designed for comfort and privacy while maintaining nurse oversight. Amenities will include dining tables, lounge areas, and accessible bath facilities, ensuring dignity and care for all.



4.3 CONTINUED

A WARM WELCOME FOR OUTPATIENT CARE

Fora Health's outpatient clinic will prioritize comfort and safety. A trauma-informed reception area will offer confidentiality, a welcoming atmosphere, and spaces for clients to complete paperwork or receive support from family. Our staff—empathetic, respectful, and nonjudgmental—will create a sense of belonging for all who seek help, whether they drop in for counseling or simply need a safe place to reflect. Developed as part of Building 2, outpatient treatment will provide a greater connection to the community at large.

TRANSITIONAL HOUSING: A FOUNDATION FOR INDEPENDENCE

Safe housing is critical to long-term sobriety. Over one-third of Fora Health's patients are homeless upon admission, and many remain in treatment longer than needed due to a shortage of sober housing. Our new campus will include 36 recovery housing beds adjacent to the treatment center. These transitional accommodations will provide up to 4–6 months of housing, referrals to resources, employment support, and outpatient care, empowering patients to build sustainable lives.

This program will include on-site, 24-hour support staff, peer specialists, and counselors in partnership with a local housing services provider. We will offer personalized care, including relapse prevention, recovery planning, and dual-diagnosis support through medication management and primary care referrals.

A HOLISTIC APPROACH TO CARE

By integrating housing into our treatment model, Fora Health will meet the needs of underserved populations while creating opportunities for holistic recovery. Research shows that transitional housing significantly improves outcomes, reducing emergency visits, psychiatric stays, and incarceration rates. Housed individuals experience improved nutrition, hygiene, safety, and mental stability, laying the foundation for employment and independence.

THE NEXT EVOLUTION OF ADDICTION CARE

Fora Health's commitment to leading in the field of addiction treatment drives this project. By providing advanced, whole-person care, we will not only transform lives but also continue to set the standard for recovery in Oregon and beyond.

Fora Health will work with the County to identify partners to provide the following services offsite:

- **Dental Services:** Services for the diagnosis, prevention, treatment or cure of a dental condition, illness, injury or disease.
- **Supported Employment:** Competitive integrated employment, including customized employment, with ongoing support services for individuals with the most significant disabilities consistent with their strengths, abilities, interests, and informed choice.

EXPERIENCE

Fora Health began working with Edlen & Co. and Holst in 2019, when we constructed our custom-built trauma-informed 53,000 sq/ft residential treatment center. The entire team is currently working on the Fora Health Transitional Housing project, adjacent to the Recovery Center on their Cherry Blossom Campus.

Holst has been working with Edlen & Co. since 2010. Since 2010, Holst and Edlen have delivered seven projects, including the Fora Health Treatment & Recovery Center.

Walsh has successfully worked with Edlen & Co., and its predecessor firm Gerding Edlen, since its inception in 1996 and has collaborated on seven community-focused projects with them, including Old Town Recovery Center, Hooper Detoxification Center, and partnered with both Edlen and Holst on Francis + Clare Place, and LifeWorks NW Center for Hope and Recovery Center.

For over 25 years, Walsh and Holst have partnered on 17 projects, 12 of which were trauma-informed supportive and affordable housing. Continuing these successful partnerships, we are currently under construction on two design-build trauma-informed projects: one is recovery housing, two supportive housing projects, and two additional wood-frame affordable housing projects.

Supportive housing and recovery housing must balance resident needs with preference, durability, value, and funder requirements. These principles run true regardless of structure type and method of delivery. As the design is established, our team will bring decades of affordable housing experience to work closely with Fora Health, Edlen & Co. and Holst to address structure type, delivery method, constructability and cost. We recognize the importance of working together to achieve all project goals, prioritizing the collective interest. Our methods of communication will be flexible and consistent to meet the project's needs. We look forward to continuing our collaborative relationship with this team.



EDLEN & CO.

H O L S T



4.3 CONTINUED

EXAMPLES OF OUR COLLABORATIONS AND SUCCESSFUL PROJECTS

FORA HEALTH CHERRY BLOSSOM CAMPUS | FORA HEALTH, EDLEN AND HOLST

Fora Health unites their treatment programs and administrative offices in one central location for the first time. A contemporary design with familiar forms and materials and a spa-like environment creates a welcoming experience that helps remove the stigma of rehab. Spaces for residential, outpatient, and detox programs support Fora Health's philosophy of the treatment of addiction as a medical issue rather than a moral failing.

WASHINGTON COUNTY CENTER FOR ADDICTIONS TRIAGE AND TREATMENT PROJECTS | HOLST

The Washington County Center for Addictions Triage and Treatment (CATT) consists of two buildings, the Beaverton Recovery Center (BRC) and the Hillsboro Recovery Center (HRC), which together will provide comprehensive addiction treatment support.

The Hillsboro Recovery Center is a renovation of an existing single-story commercial office building that will host county offices, a walk-in center, an outpatient clinic with services provided by LifeWorks NW, supportive housing services, a peer drop-in lounge, and a future pharmacy. The walk-in center connects both mental health and substance use treatment by providing urgent behavioral health crisis intervention, assessment, and stabilization services. The outpatient services will include evidence-based interventions, peer support, medication management and counseling. The peer drop-in center will give individuals in recovery as well as their friends, family, and other supporters a space to come together for connection and mutual support. The HRC "Hub" is a central connector to many of the building's program areas.

The Beaverton Recovery Center will provide spaces for residential treatment, sobering, withdrawal management, and transitional services. The building is a renovation of a 9-1-1 dispatch center and offices. The design team took care during programming and planning to ensure that equitable space would be given to the gender separated wings of both residential and detox, while taking every opportunity to incorporate nature through internal courtyards, skylights, and windows in hallways.

LIFEWORKS NW/PROJECT NETWORK | EDLEN, HOLST AND WALSH

LifeWorks NW / Beech Street Apartments provides 48 units of permanent family housing and supportive services for women recovering from addiction. The mixed-use development, located in NE Portland, is a collaboration between Home Forward, Portland's Housing Authority, and LifeWorks NW, a mental health and addiction nonprofit. The building includes space for short-term treatment and long-term recovery support.

In the east wing of the project, LifeWorks NW's Project Network program has 16 temporary units that can house 36 women during their substance abuse treatment, along with their children. There is an on-site child development center, a library, a courtyard with playground equipment, a community room, administration space, and various gathering spaces. The west wing of the project provides 32 permanent family apartments that are reserved for graduates of substance abuse treatment programs.

ASIAN HEALTH AND SERVICE CENTER | HOLST AND WALSH

The Asian Health & Service Center (AHSC) houses clinic, office, service, and community spaces in the Lents neighborhood. AHSC provides a full range of healthcare services, including healthy food programs, exercise and health education programs, as well as professional behavioral and Eastern medical services.

The building's organization reflects AHSC's tiered service model: the top floor welcomes a wide variety of community activities, the second-floor houses staff and volunteers focused on general health services and outreach, and the ground floor provides personal consultation and clinic services. The third floor's public spaces include a 6,000 square foot multifunction hall as well as kitchen and gathering areas used for exercise classes and lunch meal programs. A wood paneled indoor/outdoor terrace with views of Mount Hood overlooks a healing garden below.

HOOPER DETOX | EDLEN AND WALSH

The David P. Hooper Stabilization Center was successfully completed, transforming an existing two-story wood and concrete structure into a crisis assessment and treatment center. This facility served as an alternative to hospitalization, offering a less clinical, more recovery-focused environment for individuals experiencing mental health crises. The remodel reflected a shared commitment to creating spaces that promote healing and dignity, with thoughtful design and construction tailored to the needs of those it serves. It's more than just a building—it's a foundation for care and recovery.



ASIAN HEALTH AND SERVICE CENTER

4.3 CONTINUED



LIFEWORKS NW / BEECH STEET APARTMENTS



FRANCIS & CLARE PLACE

SELECTED COLLABORATIVE TEAM EXPERIENCE				
PROJECT	FORA HEALTH	EDLEN & CO.	HOLST	WALSH
Fora Health Supportive Housing Facility	✓	✓	✓	✓
Fora Health Treatment Center	✓	✓	✓	
LifeWorks NW Center for Hope and Recovery / Beech Street Apartments		✓	✓	✓
Francis + Clare Place		✓	✓	✓
Hooper Detoxification Center		✓		✓
Hillsboro Year-Round Shelter			✓	✓
Asian Health & Service Center			✓	✓

COMMUNITY ENGAGEMENT

Fora Health, Holst and Edlen & Co. have prior experience working together to gain community support for similar projects. Planning for our 2021 Treatment Facility began in the Summer of 2016, and we envisioned a transformative facility to carry forward its legacy. In developing our plan, we met with more than 25 stakeholders, including counties, the City of Portland, state agencies, Coordinated Care Organizations and other insurers, hospitals, and other providers, to assess the need for Fora Health’s services and their hopes for a new facility. We reviewed our business plan for beds, census and services and received positive feedback on our plan without exception.

A project of this scale relies on the community’s leadership—and to gain the community’s leadership, we must first gain its trust. Our team knows that trust is the most valuable currency we have. It’s hard to win, easy to lose, and impossible to beg, borrow, or buy, leaving only one other option: we must earn it. This work is personal, as we know the important positive impact the Clackamas campus will have on the community.

Together, our work to continuously earn the community’s

trust through a clear and inclusive engagement process built on transparency and accountability. We’ll collaborate with the community at appropriate stages of the development process—from start to finish—through a customized engagement plan. This plan will center community voices and integrated design and create a feedback loop of empowerment. We believe this process is critical because it will give the community pride of authorship.

Community outreach and engagement can take various forms, from one-on-one conversations and facilitated meetings to presentations and online resources. Working with the County and neighborhood, we will determine the best method of outreach and generate equitable public participation through a wide range of inclusive activities.

SAFETY

Fora’s Health and Safety Program aims to improve and maintain safe conditions and practices within all Fora Health facilities and grounds for patients, visitors, personnel, and others who come in contact with the facilities. Health and Safety policies and procedures are

4.3 CONTINUED

reviewed and approved annually by the Facilities Director, Director of Operations and Compliance and Chief Executive Officer.

Safety for patients and staff is the highest priority at Fora Health. All staff members participate in 40 hours of onboarding training, including emphasizing our Electronic Health Record, motivational interviewing, de-escalation strategies and Trauma-informed practices. We also review Policies and Procedures and different emergency scenarios during onboarding and employ on-site security.

Staff and patients rehearse emergency drills every month. All staff members are trained in CPR and AEDs. In addition, we have added naloxone emergency boxes throughout the facility, and staff have been trained on how to administer this medication. Naloxone (and other harm reduction supplies) are also available to individuals who come to Fora, whether or not they are admitted as patients. When there are instances of significant behavioral escalation among patients or visitors, staff follow policy to alert and bring supervisors to the area to support de-escalation.

We ensure community safety through excellent de-escalation, trauma-informed discharges, and law enforcement interaction, if necessary. Depending on the type of exit, all patients will be connected with the next steps to ensure the safety of all residents and meet individual needs. For those who leave due to behavioral issues or the need for a different level of care, they will be referred appropriately to shelters, residential treatment, alternative housing, etc. Unless there is a threat to the safety of others, we will work with the individual to ensure a smooth transition in the necessary time frame. We will work closely with patients and provide clear point of

escalation and next steps if they fail to meet the requirements. We will work with patients to identify an appropriate referral to a different level of care to meet their needs.

Fora's DEI Committee goal is to ensure Fora Health is an affirming and welcoming setting for clients and staff from diverse backgrounds, resulting in a safe and inclusive therapeutic environment. Their work is ongoing and welcomes feedback through an online response form. They organize monthly cultural events for patients and staff training throughout the year.

PROJECT TIMELINE

The Clackamas Health Campus project timeline will span multiple phases: planning, design, construction, and occupancy.

The planning phase will include consultations with stakeholders, such as the County, healthcare professionals, architects, and builders. This phase will involve confirming the project's scope, including the specific requirements for each treatment service, residential spaces, and associated facilities. Once the designs are finalized, the project will move into construction phase. The main construction phase will commence with site preparation, including demolition, foundation work, utility installation, and the structure of buildings. After construction is complete, we can secure occupancy permits and begin accepting patients and serving those needing treatment services.

Throughout the project, communication will be maintained with stakeholders to address any issues that arise, ensuring the campus is ready to provide critical care and support to individuals in need.

TASK NAME	2025												2026												2027												2028					
	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4
BUILDING 1																																										
NOFO DUE		●																																								
PARTNER SELECTION			■																																							
PROGRAMMING				■																																						
SCHEMATIC DESIGN						■																																				
DESIGN DEVELOPMENT							■																																			
CONSTRUCTION DOCUMENTS								■																																		
EA MTG								●																																		
PRE APP MTG									●																																	
LAND USE										■																																
BUILDING PERMIT											■																															
BIDDING																				■																						
CONSTRUCTION																																										
BUILDING 2																																										
PROJECT START																						●																				
SCHEMATIC DESIGN																							■																			
DESIGN DEVELOPMENT																																										
CONSTRUCTION DOCUMENTS																																										
PERMIT																																										
CONSTRUCTION																																										

4.3 CONTINUED

ADDITIONAL FUNDING

Additional funding sources could include state lottery funds, foundations, and other private contributions. Fora Health has proven its ability to run successful capital campaigns and raise funds to construct a healthcare facility. While New Markets Tax Credits (NMTCs) were used as part of the funding for the Fora Health Recovery Center, unfortunately, this site is not eligible for NMTCs. Edlen & Co is an expert at incorporating multiple funding sources into its projects and will work closely with the County and Fora Health to identify other resources to support the project.

4.4 REFERENCES

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APPENDIX

FORA HEALTH CLACKAMAS COUNTY RECOVERY CAMPUS - BUILDING 1 PRELIMINARY PROJECT USES

SITE & DUE DILIGENCE COSTS

Land	\$-
Geotechnical Report	\$12,000
Phase I Environmental	\$4,000
Phase II Environmental	\$15,000
Survey	\$15,000
TOTAL SITE AND DUE DILIGENCE COSTS	\$46,000

HARD COSTS

Construction Contract	
Site	\$2,885,000
Building	\$12,950,000
Escalation	\$845,000
Subtotal - Construction Contract	\$16,680,000

Additional Hard Costs

FF&E	\$500,000
Utility Charges	\$50,000
Signage & Artwork	\$80,000
Subtotal - Additional Hard Costs	\$630,000

TOTAL HARD COSTS **\$17,310,000**

SOFT COSTS

Architecture, Engineering & Permits

A&E	\$1,334,000
A&E Reimbursables	\$14,000
Testing & Inspection - Geotech	\$40,000
Testing & Inspection - Materials	\$40,000
Building Permits	\$193,000
SDCs	\$550,000

Title & Insurance

Title Policy for Construction	\$60,000
Builder's Risk Insurance	\$125,000
General Liability	\$40,000

Other Soft Costs

Legal	\$50,000
Capital Campaign	\$50,000
Miscellaneous Consultants	\$50,000

TOTAL SOFT COSTS **\$2,546,000**

Contingency \$995,000

Developer Fee \$995,000

TOTAL DEVELOPMENT COST **\$21,892,000**

FORA HEALTH CLACKAMAS COUNTY RECOVERY CAMPUS - BUILDING 1 PRELIMINARY PROJECT SOURCES

SOURCES

County Funds	\$20,000,000
Capital Campaign	\$1,892,000
TOTAL SOURCES	\$21,892,000

FORA HEALTH CLACKAMAS COUNTY RECOVERY CAMPUS-BUILDING 2 PRELIMINARY PROJECT SOURCES & USES

USES

Hard Costs	\$10,737,000
Escalation	\$1,074,000
Soft Costs	\$3,543,000
TOTAL USES	\$15,354,000

SOURCES

County Funds	\$15,354,000
TOTAL SOURCES	\$15,354,000

ABOUT THE BUDGET

Building 1

We assumed that the land would be ground leased to Fora for a nominal amount. The hard cost estimate was provided by Walsh based on the program prepared by Holst. Demolition of the existing buildings is included. We assumed that removal of any hazardous materials in the existing buildings has already occurred. Hard cost escalation of 4% per year is included. Other hard cost and soft cost estimates are based on recent experience with similar projects. A 5% contingency on all hard and soft costs is including, which is typical for new construction. We assumed that the project will be financed with county funds and a capital campaign, so the only financing cost is for capital campaign costs.

Building 2

We assumed that the land would be ground leased to Fora for a nominal amount. The hard cost estimate was provided by Walsh based on the program prepared by Holst. Demolition of the existing buildings is included. We assumed that removal of any hazardous materials in the existing buildings has already occurred. Hard cost escalation of 4% per year is included. We assumed 30% of the hard costs for other hard costs and soft costs. We assumed the project is financed with county funds.

APPENDIX

FORA HEALTH CLACKAMAS COUNTY RECOVERY CAMPUS OPERATIONAL BUDGET

ABOUT THE OPERATIONAL BUDGET

The projected operational budget is scaled based on our Cherry Blossom facility.

REVENUE

Patient Service Revenue	\$7,005,598
Contract Revenue	\$-
Other Revenue	\$-
TOTAL REVENUE	\$7,005,598

EXPENSES

Salaries/Wages	\$3,392,975
Employee Benefits	\$786,930
Patient Food & Support	\$503,867
Professional Fees	\$209,463
Purchased Services	\$10,847
Supplies - Medical	\$86,366
Supplies - Non Medical	\$73,531
Auto/Travel	\$37,998
Other Expense	\$4,680
Recruitment/Advertising	\$17,727
Administrative Exp	\$141,415
Facilities	\$1,013,435
Amrt, Dep, Int, Taxes	\$142,445
TOTAL EXPENSES	\$6,421,681

<i>Contribution Margin</i>	<i>\$583,917</i>
OPERATING INCOME	\$0



Fora Health
TREATMENT & RECOVERY

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