

# Contract Review Sheet

HE-5401-23

Grant Agreement #: HE-5401-23 Amendment #: \_\_\_\_\_

Contact: Meuy Saechao Department: Health and Human Services

Phone #: (503) 584-4897 Date Sent: \_\_\_\_\_

Title: I/DD and Behavioral Health Model

Contractor's Name: B2 Community Care, LLC

Term - Date From: Executed Expires: April 1, 2024

Original Contract Amount: \$1,200,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$1,200,000.00 Amd% 0%

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0270 Intermediate (IRFP and RFQ) CMS# HE1168-22

## Description of Services or Grant Award

Contractor shall develop a hybrid model to support individuals who experience Co-Occurring Intellectual and/or Developmental Disability (IDD) and a Serious and Persistent Mental Illness (SPMI). The home will be licensed by Office of Developmental Disabilities Services, but will utilize behavioral health treatment modalities to treat the individual's SPMI diagnosis.

Funding IGA#: 177688-0; Category: IDD and Behavioral Health Model

Desired BOC Session Date: 7/19/2023 BOC Planning Date: 7/6/2023

Files submitted in CMS: 6/28/2023 Printed packet & copies due in Finance: 7/4/2023

BOC Session Presenter(s) Christina Bertschi

## FOR FINANCE USE

Date Finance Received: 6/29/2023 Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

DocuSigned by:  
Camber Schlag  
C5B2F3DF257F444...  
6/29/2023  
Finance - Contracts Date

DocuSigned by:  
Meuy Saechao  
58191FB1DB94499...  
6/30/2023  
Contract Specialist Date

DocuSigned by:  
Jane E Vetto  
D0CFC5B04B9F483...  
6/30/2023  
Legal Counsel Date

DocuSigned by:  
Jan Fritz  
DC18351248DE4EC...  
6/30/2023  
Chief Administrative Officer Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: July 19, 2023

Department: Health &amp; Human Services

Agenda Planning Date: July 6, 2023

Time required: 10

☐ Audio/Visual aids

Contact: Meuy Saechao

Phone: 503-584-4897

Department Head Signature:

DocuSigned by:

6/29/2023

Ryan Matthews

7D28A787856F458...

**TITLE**

B2 Community Care, LLC- Category: IDD and Behavioral Health Model

Issue, Description &amp; Background

Contractor shall develop a hybrid model to support individuals who experience Co-Occurring Intellectual and/or Developmental Disability (IDD) and a Serious and Persistent Mental Illness (SPMI). The home will be licensed by ODDS, but will utilize behavioral health treatment modalities to treat the individual's SPMI diagnosis.

Funding Source IGA#: 177688-0; Category: I/DD and Behavioral Health Model

The total amount not exceed the contract amount: \$1,200,000.00

Financial Impacts:

The total amount not exceed the contract amount: \$1,200,000.00

Impacts to Department &amp; External Agencies

Health &amp; Human Services anticipates no financial impact to other departments.

Options for Consideration:

1. Approve
2. Deny approval
3. Take no action at this time.

Recommendation:

B2 Community Care, LLC- Category: IDD and Behavioral Health Model

List of attachments:

B2 Community Care, LLC-HE-5401-23

Presenter:

Christina Bertschi

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Meuy Saechao; msaechao@co.marion.or.us

**MARION COUNTY  
BEHAVIORAL HEALTH HOUSING  
I/DD AND BEHAVIORAL HEALTH MODEL  
GRANT AGREEMENT HE-5401-23**

This Grant Agreement (this “Agreement”) is entered into by and between Marion County (a political subdivision of the State of Oregon), acting by and through its Health and Human Services, hereinafter called “County” and B2 Community Care, LLC, hereinafter referred to as "Grantee".

This Agreement is made pursuant to Marion County’s Behavioral Health Housing Investment Funds for projects implemented within Marion County to provide support to Intellectual Developmental Disability (I/DD) and Behavioral Health Model projects.

**1. INCORPORATION**

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provision hereinafter set forth. This Grant Agreement includes the following exhibits which are incorporated herein:

- A. EXHIBIT A (The Application)
- B. EXHIBIT B (Standard Terms and Conditions)
- C. EXHIBIT C (Insurance Requirements)
- D. EXHIBIT D (Declaration of Restrictive Covenants)
- E. EXHIBIT E (Monthly Program Report)
- F. EXHIBIT F (Quarterly Report)
- G. EXHIBIT G (Project Timeline and Expectations)
- H. EXHIBIT H (Budgetary & Financial Expense Report)
- I. EXHIBIT I (Marion County Disbursement Request Form)

**2. INFORMATION**

The 2021 Oregon Legislative Assembly, pursuant to HB 5024, appropriated funds to the Oregon Health Authority (OHA) through the Health Systems Division (HSD) for the expansion of community-based residential settings for individuals requiring a higher level of care. Marion County is committed to addressing the disparities of residential treatment that exist and to create a more equitable and effective approach to the provision of community-based residential settings. This includes culturally and linguistically responsive services designed by providers who share the culture, language, health literacy and/or identify with the individuals assigned to restoration.

Marion County’s Behavioral Health Housing Investment Funds will be allocated towards approved housing projects for adults (18 years and older) who experience Serious and Persistent Mental Illness (SPMI), including Co-Occurring Disorders (COD) such as addiction disorders or Intellectual and/or Developmental Disabilities (I/DD) who require licensed residential care or supportive housing with a targeted focus on supporting individuals with a high level of care, particularly those ready for step down out of the hospital.

The County, in collaboration with several private and public partners, is seeking to use the Behavioral Health Housing Investment Funds to meet the following goals:

- Provide an array of supported housing and residential treatment to people who experience mental health and substance use disorders.

- Help relieve the “bottle neck” issues at the Oregon State Hospital by increasing the number of supported housing resources, adult foster homes, and residential treatment throughout Marion County for people who experience mental health and substance disorders.
- Help address health barriers and housing access disparities experienced by older adults, people with significant disabilities, and communities of all cultures, socio economic status, ethnic backgrounds or spiritual beliefs who experience mental illness and substance use disorders.
- Leverage existing funding streams and funding opportunities (private and public) to maximize investment impacts.
- Decrease the number of people with behavioral health disorders who are houseless.
- Create low or no barrier safe shelter bed options.
- Address or reduce barriers people with behavioral health disorders may encounter, preventing access to safe and supported housing.

### **3. TERM OF AGREEMENT**

Unless terminated or extended, this Agreement covers the period from the date of execution to April 1, 2024, with options to extend as funding for this program is available approved through the State of Oregon Intergovernmental Grant Agreement (IGA) #177688. The remedies available to County and Grantee shall survive the termination of the agreement, whether upon expiration or termination pursuant to Section 11 herein.

### **4. SCOPE OF WORK**

#### **A. Grantee shall:**

1. Comply with Oregon Administrative Rules (OAR) 411-35-00100 through 411-35-0490, 24-Hour Residential Programs and Settings for Children and Adults with Intellectual or Developmental Disabilities set forth by Oregon Department of Human Services (ODHS), Office of Developmental Disabilities Services (ODDS) of the Oregon Health Authority; and OAR 309-35-0100 through 309-35-0225, Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders set forth by the Health Systems Division: Behavioral Health Services of the OHA.
2. Develop and operate a 24-hour residential program and setting licensed by ODHS-ODDS implementing ODDS Expenditure Guidelines.
3. Develop and implement a hybrid residential treatment service model in collaboration with OHA, ODHS, and Marion County Health and Human Services (MCHHS) aligned with best practices for residential treatment of individuals with co-occurring intellectual and/or developmental disabilities (I/DD) and Serious and Persistent Mental Illness (SPMI). In accordance with OAR 411-325-0100 Variances, Grantee must submit variance requests to Marion County Community Developmental Disabilities Program (CDDP) and provide MCHHS with continuous written communication pertaining to the development and implementation of hybrid residential treatment service model.
4. Provide services for adults, 18 years of age and older, with co-occurring I/DD and SPMI.
5. Provide housing for a maximum of five individuals at one time.
6. Provide each resident with room and board, and monitor and provide for the health, safety, dietary, behavioral, mental health, and recreational needs, as well as educational and/or employment related coordination. Ancillary services such as nursing, occupational therapy, speech therapy, behavioral consulting, and other services are available based upon the needs of

the resident.

7. Implement the Individual Support Plan System, which defines the support services provided by the 24-hour residential program.
8. Provide a 24-hour residential program and setting, utilizing the hybrid residential treatment service model, for individuals designated within or at increased-risk of Aid and Assist Community Restoration, Oregon Psychiatric Security Review Board, or Civil Commitment.
9. Maintain ongoing compliance with OAR 411-325-0170 Staffing Requirements, and other applicable ODHS-ODDS regulations, including staffing the following positions: Executive Director, Director of Operations, Directory of Quality Assurance, House Manager, a Qualified Mental Health Professional, and other necessary positions for the provision of services.
10. Develop and implement policies and procures that address barriers to care, such as the cost of room and board, and the Grantee shall work actively with the resident or future resident to ensure this is not a deterrent to the provision of services that can be offset through Medicaid reimbursement.
11. Provide transportation for residents through the Grantee's transportation contract for outings or community engagement needs.
12. Acquire a property and associated renovations for 24-hour licensed residential setting must be completed in accordance with the Projects Timeline & Expectations, EXHIBIT G. The property and renovations must be in compliance with OAR 411-325-0140 Physical Environment, and other applicable ODHS-ODDS regulations.
13. Maintain strict adherence to timeline and objectives outlined within the Project Timeline & Objectives, EXHIBIT G, and provide MCHHS with thirty (30) days' written notice of revisions to timeline with necessary justification.
14. Maintain strict adherence to Budgetary & Financial Expense Report, EXHIBIT H, and provide MCHHS with thirty (30) days' written notice of revisions to budget with necessary justification.
15. Sign and agree on the use of property defined in any Declaration of Restrictive Covenants, EXHIBIT D, and other required documents to secure performance of this agreement determined by the Social Determinants of Health team of OHA.
16. Meet project goals and objectives outlined within the proposal submitted by Grantee for Behavioral Health Housing Investment Funds, EXHIBIT A, The Application.

B. Contact Person:

1. The county designates the individual below as the contact person under this contract. All reports and communications regarding performance of services shall be sent to the individual below, unless a new contact person is specified:

Nike Neuvenheim  
Behavioral Health Housing Investment Fund Program Coordinator  
Email: NNeuvenheim@co.marion.or.us  
Desk: 503-576-4611

## **5. GRANT FUNDING**

- A. County has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of \$1,200,000.00 (the “Grant”). Disbursements are considered an advance of funds to Grantee which Grantee may retain only if properly expended, in accordance with the terms and conditions of this Agreement, prior to the termination of this agreement.
- B. Grant distributions will be made by County to Grantee upon Grantees request and compliance with the requirements set forth in Section 6. Reporting and Requirements.

## **6. REPORTING REQUIREMENTS**

Grantee must complete and submit all required progress and financial reports to County. Monthly and Quarterly reports are required for the Grantee to receive allocated funds.

- A. Monthly report due on 10<sup>th</sup> of each month for the project development period, Monthly Progress Report, EXHIBIT E
- B. Quarterly report due on 10th of each quarter for a period of two years after the project is complete and the grantee is accepting intakes, Quarterly Report, EXHIBIT F
- C. Failure to comply with these reporting requirements may result in the suspension or repayment of funds, and termination of the allocation.

## **7. Requests for Funds**

The Grantee shall request grant funds in such form and manner as is satisfactory to or required by the County. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

- A. Grant distributions will be made by the County:
  - 1. Monthly or upon request to the County with receipt of EXHIBIT I, Marion County Disbursement Request, that includes supporting documentation and attestation by Grantee’s authorized signer. The exhibit(s) and supporting documentation shall be sent to Marion County Health and Human Services.

## **8. ALLOCATION OF FUNDS**

- A. Allocation distribution will be made by County to Grantee as described in Section 6, Reporting Requirements.
- B. If Grantee fails to complete the Reporting Requirements in Section 6, Grantee shall return allocated funds to County by making repayment of total amount of disbursed Allocation. The Grantee shall comply with County’s determination. Grantee shall make repayment within thirty (30) days of expiration of this agreement.

## **9. GRANT MONITORING**

- A. County may monitor the activities of each Grantee as it deems necessary or appropriate to determine whether grant funds are used in accordance with this Agreement.
- B. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all

requests. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement.

- C. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this agreement in such a manner as to clearly document Grantee's use of funds, activities, and performance.
- D. The County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee.

#### **10. MISEXPENDITURES, UNDEREXPENDITURES AND EXCESS PAYMENTS**

- A. It is the responsibility of Grantee to monitor expenses and ensure funds are expended in compliance with this agreement.
- B. Upon County's identification of a misexpenditure or excess payment, County shall notify Grantee thereof. Upon Grantee's identification of a misexpenditure or excess payment, Grantee shall notify County thereof.
- C. Within thirty (30) days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Within thirty (30) days of receiving notice of a misexpenditure or excess payment, Grantee shall make full payment to County.
- D. Grantee shall return any underexpenditure to County within thirty (30) days of Agreement termination.

#### **11. WITHHOLDING AND REDISTRIBUTION OF GRANT FUNDS**

- A. County may withhold any and all Grant funds from Grantee if County, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement including, but not limited to, providing complete, accurate and timely reports satisfactory to County detailing Grantee performance under this Agreement.
- B. If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by County at its sole discretion, County may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other County use.
- C. Nothing in this section limits the County's ability or authority to pursue any or all legal or equitable remedies for Grantee's breach of this Agreement.

#### **12. FUNDING APPROPRIATION**

In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies funding in a manner that reduces this grant award, the Grantee agrees to abide by any such decision including termination of this Agreement.

#### **13. TERMINATION**

- A. County may immediately terminate this Agreement as set forth below:
  - 1. For its convenience upon thirty (30) days' prior written notice from County;



2. Immediately upon written notice by County to Grantee, or at such later date as County may establish in such notice, if Grantee is in default.

B. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part if the County unreasonably fails to provide timely funding hereunder and does not correct such failure within the thirty (30) day notice period.

C. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to County within thirty (30) days of the date of termination or upon such date as requested by County.

D. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.

E. Agreement may be terminated at any time by mutual consent of both parties upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

**14. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION**

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law.

**15. COMPLIANCE WITH APPLICABLE LAW**

Grantee shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement.

**16. NO THIRD-PARTY BENEFICIARIES**

County and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**17. NOTICES**

Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

County Contact Person: Camber Schlag  
Contact Telephone Number: 503-566-3944  
E-Mail Address: CSchlag@co.marion.or.us  
Mailing Address: PO BOX 14500 Salem, OR 97309

**18. INSURANCE AND WORKERS COMPENSATION**

The Grantee shall provide all necessary insurance as described in Insurance Requirements, EXHIBIT C. Grantee agrees to provide County with a copy of required insurance upon request.

**19. GRANTEE STATUS**

The Grantee is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Grantee's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Agreement shall not be construed as creating an agency, partnership,



joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Grantee is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Grantee will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Grantee is free to contract with other parties for the duration of the contract.

**20. INDEMNITY**

The Grantee shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Grantee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

**21. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of all under this Agreement.

**22. MERGER CLAUSE**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

**23. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE**

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that by signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**B2 COMMUNITY CARE, LLC SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

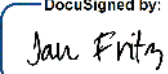
Chair \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  DocuSigned by:  
7D28A787656F458... 6/29/2023  
Ryan Matthews, Administrator \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Christina Bertschi, Health Program Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  DocuSigned by:  
DC18351248DE4EC... 6/30/2023  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  DocuSigned by:  
D0CFC5B04B9F483... 6/30/2023  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  DocuSigned by:  
C5B2F3DF257F444... 6/29/2023  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

Service Code: 190-25-25-251-2913-525999-000000-000

**EXHIBIT A**  
**THE APPLICATION**

[The Application on Next Page]

**B<sup>2</sup> Community Care**  
**RFA Submission for Oregon Buys #:**  
**S-C25102-0000388**

**HE1168-22**  
**Behavioral Health Housing Investment Funds**

The Agency is proposing that the county assists in the funding of a newly licensed Residential Treatment Home for the I/DD population within the Marion County area. The Agency is already certified and endorsed to provide such accommodations to those who need it and has the experience to properly operate an RTH once it has been licensed. The experienced staff of the Agency have worked with the I/DD population along with those suffering from COD's as well as SPMI, staff are emersed in those environments daily. B<sup>2</sup> Community Care already provides services within Marion County and is a part of the Salem Chamber of Commerce. It would benefit those in our industry who need proper care more if an established Agency were to acquire the funding necessary for the operation of a newly licensed RTH. As an existing certified Medicaid Provider with the proper endorsements in place to license a new RTH, B<sup>2</sup> Community Care would like to propose the funding of an I/DD and Behavioral Health home for Adults in Marion County.

**Applicant:**

**Agency Authorized Representative:**

**Agency Representative Title:**

**Agency Representative Phone:**

**Agency Representative Email:**

**Agency's Address:**

B<sup>2</sup> Community Care

Blair Goldstein

Owner/Executive Director

(503)746-3171

Blair.Goldstein@B2CommunityCare.Com

2270 NE McDaniel Ln, McMinnville, OR 97128

Blair Goldstein

Representative Name Printed

Blair Goldstein

Representative Name Signed

2/27/23

Date



### **Project Proposal Narrative**

The Agency is proposing to the County that the funds be made available for the purchase and preparation of a newly licensed RTH in the Marion County area. It is the objective of B<sup>2</sup> Community Care that there be a qualified and experienced Agency who is licensed to provide such care for individuals. B<sup>2</sup> Community Care has been a certified CLSE/CBSE since 2018 and endorsed for a multitude of services under those certifications. Additionally, we provide RTH services via previously licensed home(s). This proposal will assist the County in its endeavors of attempting to, as it states herein Section 1:

- Decrease the number of people with behavioral health disorders who are houseless.
- Provide an array of supported housing and residential treatment to people who experience mental health and substance use disorders.
- Help address health barriers and housing access disparities experienced by older adults, people with significant disabilities, and communities of all cultures, socio economic status, ethnic backgrounds or spiritual beliefs who experience mental illness and substance use disorders.
- Address or reduce barriers people with behavioral health disorders may encounter, preventing access to safe and supported housing.
- Help relieve the "bottle neck" issues at the OSH by increasing the number of supported housing resources, adult foster homes, and residential treatment throughout Marion County for people who experience mental health and substance disorders.

The proposal is for the total funding of the facility purchase and the assumption of any incurred costs associated in modifying the RTH to be qualified for licensing purposes. The Agency has a plan and in detail will describe the process, within a margin of error, for evaluation by the County Committee. B<sup>2</sup> Community Care will be able to assist with the previously stated goals of the County, via the management of these funds, by operating a qualified entity for such relief of a total 5, individuals at a time.

The Agency is pursuing an RTH within the Salem area that has a suitable number of spaces and that is equally suitable in its reason for price along with necessity for structural, superficial, or industrial modifications. Ideally, the location of the home would be within a decent proximity to the Marion County Developmental Disabilities Program office and in an area that is lower foot traffic. Our goal is to provide services for a total of 5 individuals once at a full capacity for the home, which would be the maximum amount served and assisting the efforts of the County as well. B<sup>2</sup> Community Care committing to the housing of 5 Individuals when at full capacity for the home would be the extent permissible under the license for this project that the agency can contribute to community-based housing.

It is the objective of the Agency to assist all that we can, as well as all that are in need, and we have the desire to add service endorsements to assist more in the future. However, currently B<sup>2</sup> Community Care currently makes every effort to accept any individuals or clients that feels that they are a good fit for the facilities, homes and services that are offered. We make all feel welcome and part of the comfortable in their environment, no matter what the service element rendered, regardless of a specified or unspecified diversities. At this time, we do not



characteristically decide based on a criterion. It is based upon whether we can properly care for the individual, which has never been an issue previously or if the individual believes it would be a good fit for their lifestyle. All the service elements that are offered by the Agency have a multitude of diversified and inclusive social settings and or interactions, which is positive for all involved. These reasons and more make it certainly possible and attainable for our organization to coordinate a project like this to assist the Oregon State Hospital with housing the individuals that B<sup>2</sup> Community Care is qualified to provide care for. Our administration along with the management team will be able to coordinate with both the MCDDS (Marion County Developmental Disabilities Services) as well as the OSH (Oregon State Hospital). Upon completion of licensing the Manager of the RTH would be involved in the oversight of the placement of individuals along with the Director of Operations. These administrators would be working with the subject individuals case managers to assist coordinating placement into the home regardless of their specific housing setting or should they be in a setting that is qualified as "unhoused," also. Typically, when offering services, it is our standard to offer a tour to allow for the individuals to have a real life understanding and feel for their setting, which tends to give all people a better realization as opposed to a description, poster, or brochure.

Once funded, the Agency will be able to initiate its plan for the RTH in which it would practice the applications for any implemented Behavioral Support Plans, Functional Behavioral Assessments or otherwise. In addition, our staff are trained, qualified, and hold all required certifications, further still sub-contracted by B<sup>2</sup> Community Care are two certified trainers to ensure that our staff never lapse in certifications. Recently, we also hired a qualified educator with a focus in health as well as psychology and communications, it is our goal to have this educator provide health education courses that are beneficial for those who are placed with the RTH. As an educator, she is qualified to write a curriculum, therefore she would be able to hold both audience style classes for those who would be able to do them together as well as individualize curriculum styles for each person. It would be a goal of ours to have this educator produce a curriculum or that is oriented in individualism and self-advocacy in order to assist in supporting the desires of those who wish to live independently in the future. Lastly, we welcome all positivity to the environments and do our best to always keep everything as comfortable as possible for everyone.

Socialization and community access or integration is what we established our Agency on years ago, this is the reasoning for the search for the perspective RTH to purchase is in the Salem area within reasonable proximity to the MCDDS office. It is our belief that our clients should have the access and resources available should they need, then should there be an appropriate structure available for purchase within that area that is the most ideal situation. Although the most ideal of situations perfect plans are not always perfect when speaking to real estate transactions as well as possible structural alterations, therefore it would still be crucially important that our residents have access to their necessary social amenities. That is why our RTH will have dedicated transportation for the home and each of the staff members who will be working will be able to access and operate the vehicles that will reside there. These vehicles will always be available to operate no matter the situation, the Agency holds a transportation contract therefore one of the two staff on will be able to always operate the vehicle. Additionally, staff will always have a vehicle on hand to assist with other services that may be offered to our

individuals elsewhere such as, mental health, psychiatric, support groups or physical/behavioral healthcare.



## Housing Development & Operation Capacity

**See attachments for further specified details, labeled:**

- Project Timeline & Expectations
- Budgetary & Financial Expense Report
- Qualifications & Description of Project Involvement – Organizational Chart

As a Provider, we have seen the production of now two RTH through the licensing process, one in Yamhill County and the other pending in Polk County. It would be within our scope of practice to take on and produce an operation like this, it is something that has been done with success now twice. In addition to the previous experience with the RTH we have all the operational and educational experience and backgrounds necessary to provide the services, including the endorsement required for the license specified, the Provider certification in the correct specifications of the OARS and are prepared to move forward upon funding. Currently, the Agency has made market value comparisons for homes in the area for the required space yet has not made a purchase of any property at this time. Once there is a funding source, we will move forward with making a purchase within the Salem and Marion County area, which will be beneficial to those in placed in the RTH due to their accessibility of their necessary surroundings. This is massively beneficial in the most essential way for all this Grant is designed to assist by creating space for such a deserving population.

Those who would be most involved with seeing this project to completion would be our Executive Director, Director of Operations, Director of Quality Assurance, the House Manager, the State of Oregon Developmental Disabilities Licensing Department, and the Case Managers from both the MCDDS and OSH. The roles they would play would be vital in establishing the placements of individuals for the RTH along with coordinating all necessary plan changes etc. There may only be a slight amount more of involvement by the County offices for usage purposes or rezoning processes, all of which we have navigated and achieved previously. We may not be building out an entire facility or home to specifications, however it is our expectation to begin the project upon the week of funding this May 2023. We will begin the purchasing, zoning, and usage processes on the property of prospect and begin escrow as soon as there is a deal negotiated with the sellers of the property. It is the strategy to have our Executive Director oversee the operations of the project, while delegating aspects to the Director of Operations and Director of Quality Assurance. Should there be a necessary requisition by the County for a change of usage or alteration of zoning these processes can take several months to accomplish. These processes prospectively can take up to two months, the median timeframe is 4-6 weeks, however whilst these are in the process of being executed administration can proceed with licensing paperwork which takes an average of 3-4 months (depending on necessary alterations). It is the expectation that the project completion will occur faster however to error on the side of caution the project end date will bring the contract full term being April 1<sup>st</sup>, 2024.

Roles may vary for those involved with this project follow through, of those previously mentioned, the Director of Quality Assurance is responsible for the proper training of the RTH House Manager. They are also responsible for the organization and overall quality of records and documents both filed, archived, and produced, template or otherwise. When it comes to the zoning and usage filings with the County as well as completion of the required tasks associated with licensing, it is the Director of Operations Responsibility. Along with those are the oversight



of placements into the home with the House Manager via the Case Management Entities, amongst other details such as furnishing the home and outfitting it for fire safety needs etc. As the Executive Director goes it will be their responsibility to direct all actions associated with day-to-day operations on the project, regulate the timeframe for schedule purposes, contract with any necessary contractors. They also oversee purchasing of perspective property that is best and or most suitable and still available once funded, conduct, or participate in any city council meetings if necessary. Additionally, they represent the Agency regarding most if not all matters related to funding and project outlook or decision-making authority. Lastly, as previously mentioned, our House Managers are thoroughly trained and have years of experience in this industry. It is their responsibility to manage the RTH residents' personal portfolios, assist all clients with their mental health, behavioral health and overall welfare management and Individual Support Plans amongst other specified details entailed in their job description. Each of the individuals involved has a vast Job description that will be summarized in an attachment for the most convenient evaluator processes of the County committee and electoral process of this grant funding period.

Throughout the process of this projects term there will be a vast number of costs associated with the completion along with the monthly maintenance of the perspective property. We have provided the committee with a projection break down of expenditures and budget management explanation via both the Cost Proposal to follow as well as more specified by the attachment previously mentioned labeled Budgetary & Financial Expense Report. In this breakdown you will be able to see the expected costs associated with the RTH for the project itself along with the maintenance costs for the full term of the Grant contracts completion. The Agency has provided a breakdown of the Grant amount, within a margin of error, for examination.

Our proposals funding for this project is a necessary help within Marion County sooner rather than later, currently the Agency has a perspective plan to initiate a home within the County in the future and has been saving funds to accomplish that task. However, when the requested funds are made available via the County's Grant opportunity it will be a more ascertainable goal to have the RTH properly functioning, licensed and individuals being placed by April 1<sup>st</sup>, 2024, at the latest. The funding from the County accounts for the RTH to be purchased, accommodated, Licensed, structurally altered if necessary for ADA compliance and APD or I/DD individuals and the other specified costs listed within the Cost Proposal as well as on the Project Timeline & Expectations attachment. Considering the expectation of the funding resources to be met by the County's Grant award, it would be the initiative of B<sup>2</sup> Community Care to utilize part of the money that we have saved as a reserve fund for the project. The other part of the funds saved by the company would be dedicated towards educational purposes for staff and the hiring of an Agency Qualified Mental Health Professional. For a clear and concise analysis of projections of cost and analysis please reference the Cost Proposal and other attachments for specifics related to funding usage.

As was discussed in the aforementioned descriptive details, the Agency's plans to establish a RTH in Marion County would greatly benefit from this acquisition of funding and it would be expedited. The benefits would also affect the subject population the Grant is structured to aid because it would house 5 individuals within a year's time, also the funding would be an



insurmountable help in leveraging the savings of the Company to further assist and provide the community. Leveraging the company's funds that have been saved for this project will allow for the Agency to staff a Qualified Mental Health Professional, pay for possibly necessary additional educational courses for individuals and fund the creation of a curriculum founded in scientific background for individual growth by the educator that we have already hired.

Being a Health and Human Services first company that puts individuals' best interest before anything else, it is our prerogative to be sure to assist those who may have any sort of issues related to cost of rent and boarding costs. As of now, there are only 2/3 of our residential clientele base who are qualified for SSI or have enough income to pay their monthly dues. We see this as a responsibility to either support someone who is in need or assist those who may need assistance in establishing their SSI if they are qualified. Our House Manager's do their best to provide aid with whatever it may be that residents may need, while also evaluating and understanding their specific portfolio or caseload so that they are most efficiently able to assist the clients whom they are vested with managing their overall care. To put it simply, we are not overly concerned with the monthly room and board checks whether they be from SSI or Personal Income, although beneficial to the Agency's overall operation they are not something that we would turn anyone away for, evict someone over nor refuse in general knowing they won't be able to pay rent. Considering the continued funding for our operational structure comes via Medicaid, that is the concern of ours and if the individuals are established for services or qualified rather than we see it as our responsibilities as human beings to help others. The services structure is not even our final say regarding assistance for the target population. We would like to assist more individuals in the future when the Agency has the full capacity to assist more individuals on a larger scale. This is the extent at which we are confident serving the Populus in need of aid, therefore we are looking forward to the funding period and announcements via the County.

As an established Provider our operations have been consistent since our inception of the start of our 24-Hour Residential endorsement for RTH's. We have now navigated through the licensing process of two homes, in two different counties and are looking to add another in the Marion County area whether the funding is awarded or not. The process for establishing a new home in the County will, however, be exponentially accelerated upon receipt of funding and will contribute to the County's effort to aid the target population in need of housing and or care services. The culpability of our administration to train and educate our staff is of the utmost importance, therefore we assign any newly appointed House Manager to train and shadow in their role for a term of three months with an added period of three more months of monitoring for quality assurance purposes. This assists our Agency in being sure that the individuals in place are qualified, knowledgeable of their job title and can manage their caseload of residents/clients. We do currently manage our own homes, staff them fully and supply all residents with all necessities, as well as added amenities that we believe add comforting nuances to the individuals. Some examples of these added amenities that we offer for our residents include; an ability to access transportation when or if necessary via the Agency's own transportation contract for outings or community engagement needs that may not be a necessity but may still align with the individuals desired outcomes within their individual support plans, along with game consoles for community access in the general areas, smart tv access in the living spaces can be utilized freely unless otherwise restricted specifically within the individuals support plan, group outings to the

community for individuals simply to get out and about to not have to worry about their transportation needs e.g. (these outings can be specified for an agreed upon setting by residents or they can be for multiple stops and events that the group has planned for a day of fun and community engagement). It is our belief that the target audience of the County Grant is in deep need of support from our community, and we have the means to do so once we have been funded and we plan to integrate our model into that area. B<sup>2</sup> Community Care, as a Provider, has the qualifications and experience to provide necessary housing for the I/DD population and there will be a clearer understanding of our expertise within the Qualifications & Description of Project Involvement attachment. We gave more linear explanation for this to assist the committee in their decision making and award process as we move forward.

## **Attachment 3 - Cost Proposal Submission Form**



### Cost Proposal & Cost Control


The Agency has provided a brief overview of the proposed usage of funding for the Grant below, please review the overview prior to moving on to view the remainder of the attachments. This summary all be it brief gives a very reasonable break down of how the funds will be utilized. As an aid to the committee, we have also attached a Budgetary & Financial Expense Report for the review of the committee to view the spending expectations by B<sup>2</sup> Community Care over the span of the Grant's contracted term. Additionally, there is a plan submitted for the committee's review encompassing a plan that the Agency has in store and would be able to initiate should the funds be awarded.

With the consideration of the project at hand, for the purposes of housekeeping on all budgetary means and financial decision-making regarding attribution of funds, our Executive Director will be liable. Having the knowledge about the projects term length, we have utilized our costs accordingly within the proposed funding amount to accommodate the needs for the life of the Grant's contract. To be able to ensure that our costs are kept within the negotiated budget range of the County funding we based our proposal on real market comparisons for items necessary to bring the contract to completion. This allows for our Executive Director to have pre-existing expectations regarding cost specifics and manage the budget fluidly, whilst keeping track of all associated expenditures for records. We have listed the name and title for the individual responsible at the bottom of this page with a signature and date line for acceptance of responsibility of the role.

<u>Median price of home(s) compatible: (real market comparison on 2/24/2023)</u>	<b>\$815,000</b>
<u>Equipment, Instruments &amp; Industry relevant devices:</u>	<b>\$150,000</b>
<u>Endured costs for the life of the contract:</u>	<b>\$120,000</b>
<u>Furnishings &amp; fixtures necessary for RTH:</u>	<b>\$55,000</b>
<u>Assumed structural or necessary property alterations:</u>	<b>\$40,000</b>
<u>Fees and costs associated with RTH licensing/operating/upstart:</u>	<b>\$20,000</b>
<u>Proposed Grant Funding Total:</u>	<b>\$1,200,000</b>

Responsible Party:

**Blair Goldstein      Executive Director**



Signature



Date

### Sustainability

B<sup>2</sup> Community Care plans to continue operating the RTH long after the sources of the County funding has gone, we are looking to assist, support and aid individuals for years to come. It is our plan to continue to offer services to those who need the aid and if the Agency has its proper certifications that will happen. As a company, speaking technically about the sustainability aspects of how we will continue to operate after the funding has gone, our services are billed through Medicaid which is why our certifications and licensing are so important. It is the responsibility of the administration to ensure that all qualifications are held, renewed, or expanded. The administration handle whatever may be necessary for operations and allow for services to continue for our clientele base. Taking into consideration the experience that we have from RTH for clients our administration handles all budgetary constraints associated with the survivability of the homes, along with the staffing, continued education training and much more. We have the experience managing the functions of the homes and what is required for longevity of their availability to those in need.

Historically, our agency has had a capacity limit for its facilities and services departments due to their ability to appeal to their client bases on individual levels. We pride ourselves on the ability to properly serve our client base as well as make our service methods appealing to those whom they are rendered. The most efficient way of our Agency to establish a full client base or ensure that there be sustainability for the company was for our implementation of waitlisted clients. These are clients that are committed to experiencing the services that we offer as a Provider and have given their information to be listed for the future opening of a space should it become available prior to those individuals being placed elsewhere. This waitlist method has resulted in a consistent influx of clients and capacity maximums across the Agency, in the last three years consecutively the agency has nearly doubled in the number of individuals served. We currently practice a waitlist with all departments so that we can efficiently regulate capacity maximums, service ratios for individuals served, address available vacancies, and ensure the sustainability of our services to our individuals. Our House Manager is responsible for keeping a list compiled of those who wish to be on the waitlist in the RTH, this is due to their management of all residential client's case files, medical, historical as well as other relevant information.

Speaking to the continuity of the placements within the RTH, there has been a stated need for the home in that are therefore keeping clients or residents placed would be efficient. Our House Manager will work with the County's MCDDS and the OSH or any other associated disabilities services brokerage involved to ensure clients are placed and comfortable with their environments. As we previously stated, it is our goal to serve those who need it, and we want all to feel welcomed and comfortable when receiving services in any service element offered. It is the policy of the agency, individualized support and care plans permitting, to begin placement processes upon receipt of notice to vacate the residence, whether served by the Agency or stated by the client. It is for these reasons and many more that we believe the Agency has more than the capacity required to operate and continue to function after the funds have been used.



## Attachment 1 - Application Form

OFFEROR NAME: B2 Community Care

ADDRESS: 2270 NE McDaniel Lane, McMinnville, OR 97128

TELEPHONE NUMBER: (503)746-3171 EMAIL: B2CommunityCare@Gmail.com WEB SITE: B2CommunityCare.com

TAXPAYER ID NUMBER: 82-4524213 DATE/STATE OF INCORPORATION: 2/16/18 Oregon

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership  
☒ S Corporation ☐ Non-Profit ☐ Government  
☐ Other: \_\_\_\_\_

CERTIFICATION/LICENSE NUMBER: DZ1248

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFA.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFA instructions, specifications, and terms and conditions contained within the RFA and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFA, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFA, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFA, or (b) any previously-issued RFA, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFA may ultimately result in rejection of the proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS** - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

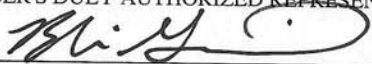
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: 

Print Name: Blair Goldstein

Title: Executive Director

Contact Person (Type or Print): Blair Goldstein

Telephone Number: (503) 746-3171

Email: Blair.Goldstein@B2CommunityCare.com

The Offeror will notify the County representative on the cover page of this RFA within 30 days of any change in the information provided on this form.



## Attachment 2 –Trade Secret Form

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about (the "Proposal"), to Marion County in response to Request for Proposals HE1168-22, for REQUEST FOR APPLICATIONS (RFA) for BEHAVIORAL HEALTH HOUSING INVESTMENT FUNDS COMMUNITY BASED ORGANIZATIONS (CBO) and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented,
    - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
    - iii. has actual or potential commercial value, and
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
  - or
  - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique, or process that:
    - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
    - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

  
 Proposer Signature

### **Project Timeline & Expectations**

We have attached the following timeline for your reference of estimated project expectations for the funding. Following each month, the responsible party will be submitting an update to the required entities for the County's reference on the projects progress. We will efficiently navigate this process as it has been done in the past and are looking forward to the opportunity.

#### **May 2023:**

- Contract execution and award funding period
- Initiate Agency educator to design curriculum for health, wellness, and individualism
- Begin hiring process for perspective House Manager position (dependent upon whether they come from within the Agency or within)
- Begin looking at real estate and qualifying homes based on best possible fit for budgetary constraints

#### **June 2023:**

- Make final decisions of property purchase
- Submit offer for perspective home
- Evaluate total costs of any structural alterations to be made

#### **July 2023:**

- Escrow period for home purchase
- Planning begins for applications, licensing along with zoning or usage processes.
- Forecast equipment purchases for the RTH

#### **August 2023:**

- Close on RTH location
- Open all necessary applications for RTH
- Finalize on candidates for House Manager position
- Begin interviews for House Manager position
- Book all necessary contractors for RTH renovation

#### **September 2023:**

- Submit all required County and City permits, changes, and use applications and forms.
- Begin subjective wait periods for permits changes and use applications (4-6 weeks, with variations of requirements between with possible council meetings necessary).
- Begin furnishing and properly equipping the RTH

#### **October 2023:**

- Hire House Manager for training
- Begin RTH necessary renovations
- Finalize timeline for RTH licensing application

November 2023:

- Submit RTH licensing application
- Begin hiring process for Assistant House Manager for RTH
- Begin hiring process for staff for RTH
- Inspection periods of renovations

December 2023:

- Finalize all county and city usage, permits or changes required for RTH.
- Acquire timeline for official State Licensing
- Inspection periods of renovations

January 2024:

- Hire Assistant House Manager for RTH
- Finalize renovations on RTH necessary for licensing
- Finalize equipment and fixture installations on RTH
- Final inspections of renovations

February 2024:

- Hire staff for the RTH
- Initiate all required liability policies if not already implemented prior to licensing
- Final RTH licensing inspection
- Notify local brokerages and case management entities that the RTH will be open & begin working towards placing clients.

March 2024:

- Receive final licensing from the State of Oregon post inspection
- Finalize placements and move in residents
- Upon capacity formulate final expense report for project

April 1<sup>st</sup> 2024:

- Contract term end



### **Budgetary & Financial Expense Report**

We have further explained for you below a more descriptive list composing the categories displayed for the County in the Cost Proposal & Cost Control section. These lists should help understand all the associated costs with each category displayed in the Cost Proposal & Cost Control section. Most if not all costs associated have been drawn from market values of items associated with those categories and items for the RTH.

Median price of home(s) compatible: **\$815,000**

-Average comparisons of like homes that qualified for the perspective RTH

Equipment, Instruments & Industry relevant devices: **\$150,000**

-Transportation vehicles for the RTH

-Specialized lift/ADA equipment

-Transfer equipment

-Specialized bathing equipment, devices, or installations

-AED machines for RTH

-Backup auto-generator system & integration

-Medical grade narcotics safe

Endured costs for the life of the contract: **\$120,000**

-Utilities for the RTH

-Gas, water, power, garbage, internet/phone and landscaping/up-keep

-Payroll costs for staff

-Staff training costs

-House Manager & Assistant House Manager salary and training costs

-Health & Wellness Educator's salary

Furnishings & fixtures necessary for RTH: **\$55,000**

-Couches

-Dining room table sets

-Bedroom sets

-Mattresses with multiple sets of bedding for each bed

-Office supplies, technology, and utensils

-Appliances

-Dining, cooking, and cleaning utensils

-Storage and emergency supplies

-Handicap-able railings, ramps, runways easements and aids

Assumed structural or necessary property alterations: **\$40,000**

-Access points to secondary egress

-Alterations to existing bathrooms

-Alterations to existing doorways

-Property and "feature" safety perimeter

Fees and costs associated with RTH licensing/operating/upstart:

**\$20,000**

- County permits & fees for RTH alterations
- County/city usage application process & fees
- County/city zoning application process & fees
- State licensures regulation process & fees for the RTH
- Associated council or committee review fees
- Other outlier or associated costs



**Qualifications**  
**&**  
**Description of Project Involvement – Organizational Chart**

As previously stated in our proposal, the Agency is fully qualified, holds the capacity to properly care for and render services for the target population. The need stated in the RFA and applied for herein and proposed for your consideration, we have compiled the following information to assist with the process of determination.

Agency certifications and endorsements: (Provider numbers available upon request)

- Medicaid Agency
- Community living supports entity
- Community based services entity
- 24-hour residential services
- Employment services
- Community based transportation services

Important individuals involved:

- Executive Director
- Director of Quality Assurance
- Director of Operations
- House Manager
- Case Managers & Case Management Entities
- Oregon State Hospital Representatives

**Organizational chart of involvement:**

Executive Director- manages and delegates all funding, budgetary constraints, and coordination.  
-Any delegation from the Executive Director goes through the Director of Operations for Implementation

Director of Operations- handles the day to day of project involvement keeping the licensing processes on track as well as delegating.  
-Items of delegation will go to the House Manager or to the Director of Quality Assurance.

Director of Quality Assurance- holds the responsibility of getting the RTH up to code and training the House Manager and staff.  
-All responsibilities and delegations flow to the House Manager through the training process and the case management

House Manager- responsible for all the case management of the residents, progression tracking as well as the interagency communications between the RTH and CME's and OSH representatives.

-Responsibilities and delegations are overseen by the House Manager but completed by staff, Agency communications flow both ways when referencing CME's or OSH representatives.

Case Managers & Case Management Entities- these individuals or brokerages will be responsible for overseeing the implementation of the individual's services and are most likely the entity responsible for finding their client housing.

-Their responsibilities are mutual in that they are required to work with the House Manager for the client's best interest.

Oregon State Hospital Representatives- these individuals are going to be responsible for assisting with the coordination of placing and releasing individuals from the hospital.

-Their responsibilities are mutual in that they are required to work with the house manager for the client's best interest.

## **EXHIBIT B**

### **Standard Terms and Conditions**

#### **1. Governing Law, Consent to Jurisdiction.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then 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 consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise. Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum.

#### **2. Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. Without limiting the generality of the foregoing: (i) the Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by the Recipient; and (ii) no grant funds may be used for any harm reduction activities that would violate Oregon's drug paraphernalia law, ORS 475.525, including but not limited to the purchase or delivery of safe smoking supplies, drug testing strips, or devices used to prepare controlled substances, unless the Recipient maintains documentation that demonstrates the activities fall within an exemption under ORS 475.525(4) or (5), or the Recipient is a syringe service program providing sterile needles and syringes and other items as part of their activities, in accordance with ORS 475.757. Failure to comply with any of the foregoing requirements is grounds for termination of the grant.

#### **3. Independent Parties; Conflict of Interest.**

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If

disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

**4. Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's payment of grant funds under this Agreement is contingent on OHA receiving appropriations, limitations, allotments and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to the EFT Coordinator identified in Exhibit A, Part 2, Section 1.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on termination or expiration of this Agreement ("Unexpended Funds") must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the termination or expiration of this Agreement, as applicable. OHA, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

**6. Ownership of Work Product. Reserved.**

**7. Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the



"Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that

the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

## **8. Default; Remedies; Termination.**

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Recipient fails to return Misexpended Funds or Unexpended Funds in accordance with Section 5 of this Exhibit B; or
- (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 8.e.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of Misexpended Funds or Unexpended Funds under Section 5 of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this

Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

- d. Recipient's Remedies for OHA's Default. In the event OHA terminates this Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 8.e.(3), Recipient's sole remedy will be a claim for payment of grant funds for costs or expenses incurred and for which payment is authorized by this Agreement. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. Termination.
  - (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
    - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement;
    - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
    - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement, including any Medicaid Eligible Individual, under its care.
  - (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice, if Recipient is in default under Section 8.a.
  - (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days' prior written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.



- (4) Mutual Termination. This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient.
- (6) Effect of Termination. Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OHA, OHA expressly directs otherwise.

## **9. Insurance.**

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

## **10. Records Maintenance, Access.**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

## **11. Information Privacy/Security/Access.**

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meanings set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**12. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**13. Resolution of Disputes.**

The parties shall attempt in good faith to resolve any dispute arising out of or related to this 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.

**14. Subcontracts.**

**RECIPIENT SHALL NOT ENTER INTO ANY SUBCONTRACTS FOR ANY PART OF THE PROGRAM SUPPORTED BY THIS AGREEMENT WITHOUT OHA'S PRIOR WRITTEN CONSENT.** In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**15. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**16. Severability.**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**17. Notice.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Oregon Health Authority  
Health Systems Division  
500 Summer St SE, E86  
Salem, Oregon 97301

**18. Headings; Interpretation.**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so, including but not limited to Sections 1, 2, 5, 7, 8(e)(5), 13, 15, 16, 17, 18, and 19 of Exhibit B of this Agreement.

**19. Amendments; Waiver; Consent.**

No amendment, waiver, or consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

**20. Prohibition on Supplanting.**

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

**21. Merger Clause.**

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement. The obligations contained in this Agreement shall not be merged with the Covenant and other documents provided for in Exhibit A Part 3.



## EXHIBIT C

### Insurance Requirements

Recipient shall require its first tier contractor(s) (each, a “Contractor”) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in this Exhibit C prior to performing under this Agreement and maintain it in full force throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### 1. WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

#### 2. COMMERCIAL GENERAL LIABILITY:

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

#### 3. PROFESSIONAL LIABILITY:

☒ Required

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included

in the Professional Liability insurance coverage, or the Recipient shall provide Tail Coverage as stated below.

**4. EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**5. ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**6. WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**7. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient's termination of this Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

**8. CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor shall provide to OHA Certificate(s) of Insurance for all required insurance before conducting any activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance

OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**9. NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**10. INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by OHA under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

**11. STATE ACCEPTANCE:**

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.



**EXHIBIT D**

**After Recording Return to:**  
**Oregon Health Authority**  
**Health Systems Division**  
**500 Summer St NE, E86**  
**Salem, OR 97301**

SPACE ABOVE FOR RECORDER'S USE

**FORM OF**

**STATE OF OREGON  
OREGON HEALTH AUTHORITY**

**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this [ ] day of [ ] 2023 (the “**Effective Date**”) by and between [ ], an Oregon [ ] (“**Declarant**”) and the State of Oregon (“**State**”), acting by and through the Oregon Health Authority and its Health System Division (“**OHA**”) pursuant to House Bill 5202, section 364. OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

**RECITALS**

**A.** The Oregon State Legislature’s Joint Committee on Ways and Means stated in the Budget Report and Measure Summary for House Bill 5202 that the OHA was appropriated funds “for distribution to community mental health programs (CMHPs) and related administrative support in OHA. The goals of this funding are to provide an array of supported housing and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.”

**B.** OHA issued a Request for Applications (RFA) to the CMHPs for receiving this funding and Declarant applied for a grant award.

**C.** Declarant is a subrecipient of funds from [ ] (the “**CMHP**”) pursuant to an agreement between the CMHP and Declarant dated [ ] (the “**Subcontract**”).

**D.** The Subcontract requires Declarant to execute this Declaration and comply with certain terms of that certain Grant Agreement by and between the CMHP and OHA dated [ ] 2022 (the “**CMHP Grant Agreement**”).

**E.** Pursuant to the Subcontract, Declarant was subawarded [ ] (\$[ ]) (the “**SubGrant**”) for the purpose of increasing behavioral health housing by [acquiring, constructing or renovating [ ] (collectively, the “**Improvements**”) situated on certain real property located in the city of [ ], [ ] County (the “**County**”), State of Oregon, as more particularly described in Exhibit A attached hereto (the “**Property**”). The Property, together with the Improvements, is referred to herein as the “**Project**”.

**F.** The Parties desire that this Declaration be recorded in the relevant records of the County at Declarant’s cost

and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

## **AGREEMENT**

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

### **1. INCORPORATION.**

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

### **2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.**

Declarant represents, warrants and covenants that:

**2.1. Organization and Authority.** Declarant has all necessary right, power and authority under its organizational documents to (a) execute, deliver and record this Declaration, and (b) incur and perform its obligations under this Declaration.

**2.2. Use of SubGrant Funds.** Declarant has used or will use the SubGrant funds only for the Project costs as provided for in this Declaration and the Subcontract.

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

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

#### **2.5. No Defaults.**

(a) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Declaration.

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

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

properties or operations.

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

**2.8. Responsibility.** Declarant assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Declaration and the Subcontract and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

### **3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.**

Declarant also represents, warrants, and covenants that:

**3.1. Fair Housing and Other Civil Rights Compliance.** Declarant shall comply with all applicable state and federal nondiscrimination laws, including but not limited to the Fair Housing Act and the Americans with Disabilities Act;

#### **3.2. Use Restrictions and Duration.**

**(a) Use Restrictions.** [description from Exhibit D of the Grant Agreement] (collectively, the “**Use Restrictions**”).

**(b) Use Restriction Period.** For a period of twenty (20) years from December 31<sup>st</sup> of the year that the Project is completed or until **December 31, 2043**, whichever is later (the “**Use Restriction Period**”), Declarant is required to provide and comply with the requirements of the Use Restrictions.

**3.3. Habitability; Other Compliance.** Throughout the Use Restriction Period, Declarant will manage the Project in a safe, sanitary, and habitable condition satisfactory to OHA and in accordance with applicable zoning and code requirements.

**3.4. Financial Records.** Declarant shall keep accurate books and records regarding use of the SubGrant and maintain them according to generally accepted accounting principles applicable to Declarant in effect at the time.

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

#### **3.6. Reports.**

**(a)** Declarant shall prepare and electronically submit written quarterly reports that satisfy OHA requirements of the continued use of the Project for the agreed purpose as defined in this Declaration.

**(b)** The quarterly reports are due to OHA no later than April 15 (January 1-March 31), July 15 (April 1- June 30), October 15 (July 1- September 30), and January 15 (October 1-December 31) each year.

**(c)** The quarterly reports shall provide data as OHA requests, including but not limited to bed/unit/client capacity with their utilization rates and data on clients served by the property/facility. OHA will provide the



reporting form and instructions for completion and submission of this quarterly compliance report. Declarant may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA.

(c) Declarant shall supply any other reports and information related to the Project as the State may reasonably require.

**3.7. Records Maintenance.** Declarant shall retain and keep accessible all books, documents, papers, and records that are directly related to this Declaration, the Project, or the SubGrant throughout the Use Restriction Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHA.

**3.8. Corrective Action.** As a consequence of its monitoring, review of quarterly reports or otherwise, OHA may identify deficiencies in Declarant's compliance with this Declaration. OHA may require action by Declarant (satisfactory to OHA) to correct such deficiencies. Declarant must correct such deficiencies within thirty (30) days of notice by OHA of such deficiencies unless earlier correction is required by OHA to address material health or safety needs of Project users. The reasonableness of such corrective actions is subject to OHA in its sole discretion. Nothing in this Section 3.8 is intended or may be construed to impose any duty on OHA to identify deficiencies in Declarant's compliance with this Declaration or to require any action by Declarant to correct such deficiencies, and Declarant remains solely responsible for compliance with this Declaration.

**3.9. Insurance, Damage.** Declarant shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities.

#### **4. FURTHER ASSURANCES.**

**4.1. Further Acts.** Declarant, at any time upon request of OHA, will do, make, execute and deliver all such additional and further acts, instruments or papers as OHA may require in its sole discretion to protect OHA's rights under this Declaration.

**4.2. Reliance.** OHA may rely upon statements, certificates, and other records of Declarant and its agents and assigns, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

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

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

##### **5.2. Covenants; Equitable Servitudes.**

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

the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

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

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

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

### **5.3. Burden and Benefit.**

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

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

**5.4. Right of Modification.** OHA may compromise, waive, amend or modify the terms of this Declaration including, but not limited to the restrictive covenants and equitable servitudes created hereby, with the written consent of Declarant or subsequent Project owners, as it so determines in OHA's sole discretion to be to the benefit of OHA, the Project, or OHA efforts to provide or maintain safe and sanitary conditions of the Project *and affordability of the Housing Units in the State of Oregon*. To be effective, any compromise, waiver, amendment or modification of this Declaration must be in writing, signed by an authorized OHA representative.

## **6. GENERAL PROVISIONS.**

### **6.1. Compliance with Applicable Laws and Requirements.**

(a) **Compliance.** Declarant shall comply with and shall ensure that the Project complies with all federal, state and local laws, rules regulations, codes, ordinances, and orders applicable to the Project from time to time.

(b) **Contracts; Subcontracts.** Declarant shall ensure that all contracts and subcontracts related to the Project or this Declaration comply with the terms and conditions hereof, including containing a provision to that effect therein.

(c) **Endurance of Obligations.** Declarant will remain fully obligated under the provisions of this Declaration notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which SubGrant funding is being provided.

## 6.2 Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“**Third Party Claim**”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Declarant (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Declarant in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Declarant on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Declarant on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Declarant is jointly liable with the State (or would be if joined in the Third Party Claim), the Declarant shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Declarant on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Declarant on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Declarant’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

## 6.3. Indemnification by Subcontractors.

Declarant shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“**Indemnatee**”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Declarant’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“**Claims**”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This



Section shall survive expiration or termination of this Agreement.

**6.4. Time of the Essence.** Time is of the essence in the performance by Declarant of the terms of this Declaration.

**6.5. No Discrimination; Marketing.** Except as permitted by law, Declarant will not inappropriately discriminate in the provision of housing on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance.

**6.6. Notice.** Except as otherwise expressly provided in this Declaration, any notices required or permitted to be given under this Declaration will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Declarant at the following addresses:

If to OHA:  
Social Determinants of Health  
OHA Health Systems Division  
500 NE Summer St. E-86  
Salem, OR 97301

If to Declarant:

or to such other address a party may indicate to the other pursuant to this Section. Any notice so addressed and mailed will be effective five (5) days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.

**6.7. No Third-Party Beneficiaries.** Unless and only to the degree expressly provided otherwise in this Declaration, OHA and Declarant are the only Parties to this Declaration and are the only Parties entitled to rely on and enforce the terms of this Declaration. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are expressly identified in this Declaration and only to the degree they are expressly described as intended beneficiaries of particular terms of this Declaration and only with such remedies as expressly given herein with respect to such interests.

**6.8. Declarant Status.**

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

(b) **Declarant Responsible for Insurance Coverage.** Declarant agrees that insurance coverage, whether purchased or by self-insurance, for Declarant's agents, employees, officers and/or subcontractors is the sole responsibility of Declarant.

(c) **Non-Federal Employment Certification.** Declarant certifies that it is not employed by or contracting with the Federal Government for performance covered by this Declaration.

(d) **Good Standing Certification.** Declarant certifies to the best of its knowledge and belief that neither Declarant nor any of its principals, officers, directors or employees:

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

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

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

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

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

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

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

(a) If funding from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for delivery of full SubGrant funding; or

(b) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of SubGrant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the SubGrant funding identified in this Declaration from the planned funding source(s); or

(c) If any authority required by law or regulation to be held by Declarant to complete the Project ends for any reason; or

(d) If Declarant is unable or fails to commence the Project within six (6) months from the date of this Declaration; or

(e) If Declarant breaches or fails to timely perform any of its obligations under this Declaration, or any other applicable agreement and such breach is not cured within the grace period, if any, provided for cure in the applicable document; or

(f) If OHA determines that any representation, warranty or covenant of Declarant, whether in whole or in part, is false, invalid, or in default; or

(g) If Declarant (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any

petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

(h) Termination of this Declaration does not terminate or otherwise impair or invalidate any remedy available to OHA or to Declarant hereunder, at law, or otherwise.

**6.10. Declarant Default.** Any of the following constitutes an “**Event of Default**” of Declarant:

(a) Any false or misleading representation is made by or on behalf of Declarant, in this Declaration or in any document provided by Declarant to OHA related to the SubGrant or the Project.

(b) Declarant fails to perform any obligation required under this Declaration and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Declarant by OHA, or such longer period as OHA may agree to in writing, if OHA determines in its sole discretion that Declarant has instituted and is diligently pursuing corrective action.

(c) Declarant: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any corporate action for the purpose of effecting any of the foregoing.

(d) A proceeding or case is commenced, without the application or consent of Declarant, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Declarant, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Declarant or of all or any substantial part of its assets, or (iii) similar relief in respect to Declarant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Declarant is entered in an involuntary case under the Federal Bankruptcy Code.

**6.11. OHA Default.** OHA will be in default under this Declaration if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Declaration.

**6.12. Remedies.**

(a) **Repayment.** If this Declaration or any part hereof, terminates prior to the term of the Use Restriction Period, Declarant will, within thirty (30) days of written demand for repayment by OHA, repay the SubGrant to OHA multiplied by a fraction, the numerator of which is 20 minus the number of full years that have transpired between the year the Project is completed and the year of OHA’s demand and the denominator of which is 20.

(b) **Deficiencies.** OHA may, from time to time, identify and direct Declarant to correct deficiencies (including deficiencies by the Owner) in its compliance with this Declaration, which it shall correct as so directed.



**(c) Extension of Use Restriction Period.** OHA may by written notice extend the Use Restriction Period described in this Declaration for periods of time matching corresponding periods of time during which OHA determines the Declarant to be in material noncompliance with any of the terms of this Declaration.

**(d) Additional Remedies.** If the Declarant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Declaration (including correction of deficiencies), and if such default remains uncured by the Declarant for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHA determines in its sole discretion relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHA, or if such default runs for a period of thirty (30) days from the date the Declarant should, with due diligence, have discovered such default, then OHA may declare an Event of Default to have occurred hereunder provided, however, if a default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHA, OHA may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHA determines in its sole discretion there is good cause for granting the extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing default shall be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHA, an Event of Default shall be deemed to occur and OHA may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHA may, at its option, take any one or more of the following steps in addition to all other remedies provided in this Declaration, by law, or in equity:

i. By mandamus or other suit, action or proceeding at law or in equity, require Declarant specifically to perform its obligations under this Declaration or enjoin any acts or things that may be unlawful or in violation of the rights of OHA under this Declaration;

ii. Obtain the appointment of a receiver to operate the Project in compliance with this Declaration;

iii. Withhold from Declarant, suspend or terminate, or (upon thirty (30)-days written demand) require the repayment of all or part of any disbursed SubGrant funds or other funding assistance provided by OHA to Declarant with respect to the Project;

iv. Declare Declarant, its owners, principals, employees, and agents ineligible to receive further OHA funds or other OHA financial assistance, including with respect to other projects or requests for same, for such period as OHA determines in its sole discretion;

v. Offset amounts due from repayment of the SubGrant against other funding awarded or to be awarded to Declarant;

vi. Have access to, and inspect, examine and make copies of, all of the books and records of Declarant pertaining to the Project and to inspect the Project itself;

vii. Enter onto the Property and correct Events of Default with respect to the Project at Declarant's expense, which expense Declarant will repay to OHA within ten (10) days of any presentment of charges for same; and

viii. Take such other action under this Declaration, at law, in equity, or otherwise as may be available to OHA.

**(e) Survival of Remedies; Remedies Not Exclusive; Non-Waiver.** The rights and remedies of OHA provided for in this Declaration, which by their nature are intended to survive termination of this Declaration, will survive the termination of the Use Restriction Period and of this Declaration. Furthermore, such remedies

will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Declaration will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Declaration preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

**6.13. Severability.** If any term or provision of this Declaration is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Declaration did not contain the particular term or provisions held to be invalid.

**6.14. Survival of Obligations.** The obligations of Declarant as set forth in this Declaration will survive the expiration or termination of the Subcontract.

**6.15. Attorney Fees.** Subject to Article XI, Section 7, of the Oregon Constitution, in the event a lawsuit or other proceeding is instituted regarding this Declaration, the prevailing party in any dispute arising under this Declaration will, to the extent permitted by law, be entitled to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial, in mediation, and on appeal. Reasonable attorney fees will not exceed the rate charged to OHA by its attorneys. This provision does not apply to lawsuits or other proceedings instituted or maintained by or against tenants or other third-party beneficiaries hereunder, if any, for which lawsuits or other proceedings no award of attorney fees is permitted.

**6.16. Construction.** The Parties to this Declaration acknowledge that each party and its counsel have participated in the drafting and revision of this Declaration (or knowingly and voluntarily waived the party's right to do so). Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Declaration or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Declaration.

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

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

**6.19. Governing Law; Venue: Consent to Jurisdiction.** This Declaration will be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") related to this Declaration will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event will this provision be construed as a waiver by OHA or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. OHA and the State of Oregon expressly reserve all sovereignty rights. DECLARANT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

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

*(Signature Pages Follow)*

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

**OHA:**

**STATE OF OREGON**, acting by and through its  
**OREGON HEALTH AUTHORITY**,

**By:** \_\_\_\_\_  
Michael J. Mitchell,  
Director of Business Operations

STATE OF OREGON )

: ss

County of Marion )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023,  
by \_\_\_\_\_, for and on behalf of the State of Oregon, acting by and through its  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_



**DECLARANT:**

**By:** \_\_\_\_\_

STATE OF OREGON )

: ss

County of [\_\_\_\_\_] )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_,  
for and on behalf of \_\_\_\_\_ acting by and through its \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**



**Exhibit E**  
Monthly Progress Report  
Behavioral Health Housing Investment Funds

Submit Completed report to: [NNeuvenheim@co.marion.or.us](mailto:NNeuvenheim@co.marion.or.us)

Contract #		Reporting Month		Date of Report	
Contact Name		Contact Phone Number		Contact Email	
Project Name		Organization			
Please only populate data in blue shaded cells.					
<b>Summary of Progress:</b> Please provide a project update, including significant progress to milestones and accomplishments. Please note that rows can be re-sized if more space within the text box is needed.					
<b>Example:</b> Please provide a summary of progress on deliverables and project activities.		<b>Supportive Housing Duplex:</b> We were able to close on the property in January 2024. This duplex will have a total of 4-bedroom units, which would provide capacity for 8 individuals. We are estimating that our renovations will be completed by May 2024. Currently we are working on getting new paint, carpeting, and landscaping for the complex.			
Please provide a summary of progress on funding deliverables and project activities.					
Please provide a summary of progress on funding deliverables and project activities.					
Please provide a summary on accomplishments milestones.					
Please provide a summary on upcoming action items.					

Project Barriers	
Please describe barriers to any project deliverables.	
Please provide strategies to overcome barriers identified above.	
Success Story and Recommendations	
Please consider sharing a success story with us. Use the space provided to tell a story about a positive outcome as a result of this funding.	
Please provide any recommendations on how we can better support you.	
Expenditure Descriptions: Please enter detailed descriptions for each line-item expenditure over \$1,000 within each budget category. (if applicable)	
Building Requisition	
Operational and Administrative Costs	
Planning, Coordination, Siting, Pre-Build or Renovation Activities	



Other			
Certificate			
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CRF 200.425)			
Authorized Agent Signature		Date:	
Authorized Agent Title			

**EXHIBIT F**

## Quarterly Report

Behavioral Health Housing Investment Funds

Residential Treatment

Submit complete report to [NNeunevheim@co.marion.or.us](mailto:NNeunevheim@co.marion.or.us)

Contract #		Reporting Period		Date of Report		
Contact Name		Contact Phone Number				
Project Name		Organization				
<b>Please only populate data in blue shaded cells.</b>						
Housing Capacity		Total # on Waitlist by the end of the quarter		Total # of Residents Ages 18-26	Total # of female residents	Total # of Black or African American residents
				Total # of Residents Ages 27-Above	Total # of male residents	Total # of White residents
# of beds occupied in 1 <sup>st</sup> month		# of exits in 1 <sup>st</sup> month		# of vacancies in 1 <sup>st</sup> month	Total # of non-binary residents	Total # of Hispanic or not of Hispanic origin residents
# of beds occupied in 2 <sup>nd</sup> month		# of exits in 2 <sup>nd</sup> month		# of vacancies in 2 <sup>nd</sup> month	Total # of gender non-conforming residents	Total # of Asian Residents
# of beds occupied in 3 <sup>rd</sup> month		# of exits in 3 <sup>rd</sup> month		# of vacancies in 3 <sup>rd</sup> month		Total # of Native Hawaiian or Pacific Islander Residents
Please provide an explanation for any vacancies.						
Please provide a summary of referrals, whether they were a step down from OSH, or other entity.						
Please provide a narrative explaining the reasons for exits, where the individual(s)						

transitioned to, and what the organization did to help the individual(s) avoid homelessness or transition to a higher level of care.			
Please describe any barriers or challenges that occurred during this reporting period.			
Please provide a narrative explaining any success stories with individuals and collaboration with community partners.			
Please describe any changes with the program design or Administration.			
Other			
Certificate			
I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the grant award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CRF 200.425)			
Authorized Agent Signature		Date	
Authorized Agent Title			

**EXHIBIT G**  
**MARION COUNTY**  
**GRANT AGREEMENT**

**PROJECT TIMELINE & EXPECTATIONS**

**June 2023:**

- Contract execution meeting and contract details meeting with County/State representatives
- Initiate Agency educator to design curriculum for health, wellness, and individualism

**July 2023:**

- Begin hiring process for perspective House Manager position (dependent upon whether they come from within the Agency or within)
- Begin looking at real estate and qualifying homes based on best possible fit for budgetary constraints
- Make final decisions of property purchase
- Submit offer for perspective home
- Evaluate total costs of any structural alterations to be made
- Planning begins for applications, licensing along with zoning or usage processes.
- Forecast equipment purchases for the 24-hour residential program and setting
- Escrow period for home purchase

**August 2023:**

- Escrow period for home purchase
- Close on 24-hour residential program and setting location
- Open all necessary applications for 24-hour residential program and setting
- Finalize on candidates for House Manager position
- Begin interviews for House Manager position
- Book all necessary contractors for 24-hour residential program and setting renovation

**September 2023:**

- Submit all required County and City permits, changes, and use applications and forms.
- Begin subjective wait periods for permits changes and use applications (4-6 weeks, with variations of requirements between with possible council meetings necessary).
- Begin furnishing and properly equipping the 24-hour residential program and setting

**October 2023:**

- Hire House Manager for training
- Begin 24-hour residential program and setting necessary renovations
- Finalize timeline for 24-hour residential program and setting licensing application



**November 2023:**

- Submit 24-hour residential program and setting licensing application
- Begin hiring process for Assistant House Manager for 24-hour residential program and setting
- Begin hiring process for staff for 24-hour residential program and setting
- Inspection periods of renovations

**December 2023:**

- Finalize all county and city usage, permits or changes required for 24-hour residential program and setting
- Acquire timeline for official State Licensing
- Inspection periods of renovations

**January 2024:**

- Hire Assistant House Manager for 24-hour residential program and setting
- Finalize renovations on 24-hour residential program and setting necessary for licensing
- Finalize equipment and fixture installations on 24-hour residential program and setting
- Final inspections of renovations

**February 2024:**

- Hire staff for the 24-hour residential program and setting
- Initiate all required liability policies if not already implemented prior to licensing
- Final 24-hour residential program and setting licensing inspection
- Notify local brokerages and case management entities that the 24-hour residential program and setting will be open & begin working towards placing clients.

**March 2024:**

- Receive final licensing from the State of Oregon post inspection
- Finalize placements and move in residents
- Upon capacity formulate final expense report for project

**April 2024:**

- Contract term end

# EXHIBIT H

## MARION COUNTY GRANT AGREEMENT

### Budgetary & Financial Expense Report

	Estimated Cost
Median price of home(s) compatible: <ul style="list-style-type: none"> <li>Average comparisons of like home that qualified for the perspective 24-hour residential program and setting</li> </ul>	\$815,000.00
Equipment, Instruments & Industry relevant devices: <ul style="list-style-type: none"> <li>Transportation vehicles for the 24-hour residential program and setting</li> <li>Specialized lift/ADA equipment</li> <li>Transfer equipment</li> <li>Specialized bathing equipment, devices, or installations</li> <li>AED machines for 24-hour residential program and setting</li> <li>Back up auto-generator system &amp; integration</li> <li>Medical grade narcotics safe</li> </ul>	\$150,000.00
Endured costs for the life of the contract: <ul style="list-style-type: none"> <li>Utilities for the 24-hour residential program and setting: Gas, water, power, garbage, internet/phone and landscaping/up-keep</li> <li>Payroll costs for staff</li> <li>Staff training costs</li> <li>House Manager &amp; Assistant House Manager salary and training costs</li> <li>Health &amp; Wellness Educator's salary</li> </ul>	\$120,000.00
Furnishings & fixtures necessary for 24-hour residential program and setting <ul style="list-style-type: none"> <li>Couches</li> <li>Dining room table sets</li> <li>Bedroom sets</li> <li>Mattresses with multiple sets of bedding for each bed</li> <li>Office supplies, technology, and utensils</li> <li>Appliances</li> <li>Dining, cooking, and cleaning utensils</li> <li>Storage and emergency supplies</li> <li>Handicap-able railing, ramps, runways easements and aids</li> </ul>	\$55,000.00
Assumed structural or necessary property alterations: <ul style="list-style-type: none"> <li>Access points to secondary egress</li> <li>Alterations to existing bathrooms</li> <li>Alterations to existing doorways</li> <li>Property and "feature" safety perimeter</li> </ul>	\$40,000.00

<div>Fees and costs associated with 24-hour residential program and setting licensing/operating/upstart:<ul style="list-style-type: none"><li>• County permits &amp; fees for 24-hour residential program and setting alterations</li><li>• County / City usage application process &amp; fees</li><li>• County/ City zoning applications process &amp; fees</li><li>• State licensures regulation process &amp; fees for the 24-hour residential program and setting</li><li>• Associated council or committee review fees</li><li>• Other outlier or associated costs</li></ul></div>	\$20,000.00
TOTAL	\$1,200,000.00

Exhibit I - Marion County Disbursement Request



Recipient:

Project Name:

Funding Program:

Assistance Listing (CFDA#):

Project Number:

Date:

Final Draw? ☐ Yes ☐ No

Reporting Period:

to

Marion County Funds					Other / Matching Funds				All Funds
(A)	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget (Whole Dollars)	Prior Disbursements	Current Request (Linked to Detail)	Balance	Approved Budget (Whole Dollars)	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

Authorized Signature and Title

Date

Authorized Signature and Title (if necessary)

Date

Project Contact for Payment Notification

Phone Number

Email Address

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount

Costing

PO #

CMS #

Authorized Signature and Title

Date

Authorized Signature and Title

Date

Authorized Signature and Title

Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Additional Information Required:**  
Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.  
Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.  
Submit to [NNeuvenheim@co.marion.or.us](mailto:NNeuvenheim@co.marion.or.us) for review and processing of disbursement.  
Questions about this form can also be directed to [NNeuvenheim@co.marion.or.us](mailto:NNeuvenheim@co.marion.or.us).