



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: Department: Agenda Planning Date: Time required: Audio/Visual aids Contact: Phone:
 Department Head Signature:
 DocuSigned by:

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TITLE
Issue, Description & Background

Financial Impacts: **Impacts to Department & External Agencies** **Options for Consideration:** **Recommendation:** **List of attachments:** **Presenter:** *Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)***Copies to:**

MARION COUNTY
HB 5202 BEHAVIORAL HEALTH HOUSING INVESTMENT FUNDS:
LICENSED RESIDENTIAL TREATMENT HOME FOR CO-OCCURRING DISORDERS
GRANT AGREEMENT HE-5608-23

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 Pelton Project, Inc., hereinafter referred to as "Grantee”.

This Agreement is made pursuant to the State of Oregon House Bill (HB) 5202, section 364, appropriating funding to the Oregon Health Authority (OHA) for increasing behavioral health housing and the subsequent Request for Applications (RFA) to Community Mental Health Programs (CMHP) resulting in Marion County’s receipt of \$6.3 million in funding through an Intergovernmental Grant Agreement (IGA) with the State of Oregon, acting by and through the OHA and Health Systems Division, for the abovementioned purpose. This Agreement provides funding for the development of a Residential Treatment Home (RTH), licensed by the Health Systems Division of the OHA, located within Marion County for individuals who are 18 years of age or older with Serious and Persistent Mental Illness (SPMI) and co-occurring Substance Use Disorder (SUD).

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 Progress Report)
- F. EXHIBIT F (Quarterly Report)
- G. EXHIBIT G (Project Timeline & Expectations)
- H. EXHIBIT H (Budgetary & Financial Expense Report)
- I. EXHIBIT I (Marion County Disbursement Request Form)
- J. EXHIBIT J (Reallocation of Funding Request Form)

2. INFORMATION

The Oregon State Legislature for biennium ending June 30, 2023, appropriated \$100,000,000 out of the General Fund for increasing behavioral health housing in HB 5202, section 364. As indicated within the HB 5202 Budget Report and Measure Summary, OHA was appropriated the money “for distribution to CMHP 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.” The OHA issued an RFA to distribute the funding among CMHPs, and Marion County was awarded \$6.3 million, which is referred to by the County and within this Agreement as the Behavioral Health Housing Investment Funds.

The \$6.3 million in Behavioral Health Housing Investment Funds will be allocated towards approved housing projects for adults who are 18 years of age and older who experience SPMI and co-occurring disorders, such as SUD or Intellectual and/or Developmental Disabilities (I/DD) who require licensed residential care, supportive housing, or supported housing services with a targeted focus on supporting

individuals requiring a higher level of care or those who are transitioning from hospital-level care, such as the Oregon State Hospital. The County is committed to addressing the disparities of residential treatment that exist and creating a more equitable and effective approach to the provision of community-based residential settings, including culturally and linguistically responsive services designed by providers who share the culture, language, health literacy, and/or identify with the individuals assigned to restoration.

The County issued a RFA to provide capital investment funds for an RTH, licensed by the Health Systems Division of the OHA, to provide a community-based residential setting and services for individuals who are 18 years of age or older with SPMI and co-occurring SUD, and as a result of this formal procurement process the Grantee was selected to complete the abovementioned housing-related project.

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 IGA No. 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:

- I. Comply with Oregon Administrative Rules (OAR) Chapter 309, Division 35, Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders, 309-035-0100 Purpose and Scope through 309-035-0225 Criminal Penalties set forth by the Health Systems Division: Behavioral Health Services of the Oregon Health Authority (OHA).
- II. Develop and operate a licensed Residential Treatment Home (RTH) in Salem or Keizer, Oregon, within Marion County.
- III. Maintain license issued by the Health Systems Division of the OHA for RTH demonstrating compliance with all applicable OAR and Oregon Revised Statutes (ORS). Upon request, Grantee must provide County with a copy of applicable licenses.
- IV. Provide community-based residential setting and services for individuals 18 years of age or older with SPMI and co-occurring SUD.
- V. Provide services on a 24-hour basis for a maximum of five residents as defined in ORS 443.400(10).
- VI. Adhere to Fair Housing Act, 42 U.S. Chapter 45 – Fair Housing, and applicable ORS, prohibiting discrimination in housing towards underrepresented groups: race, gender, ethnicity, sexual-orientation, disability, or low-income status.
- VII. Develop and implement an enhanced co-occurring community-based residential program, including the provision of services and setting, with a higher level of integration of mental health services and SUD treatment through the utilization of screening, assessment, and treatment modalities.
 - a) Provision of direct mental health and co-occurring SUD services and treatment, aligned with Individual Assessments, Residential Service Plans, and Person-Centered Service Plans, by staff of RTH; formal partnerships shall be established with private, public,

multiagency, and multidisciplinary teams for additional services resulting in a comprehensive treatment approach.

b) Provision of services includes:

- Evidence-Based Therapy, such as Cognitive Behavioral Therapy, Dialectical Behavior Therapy, Motivational Interviewing, and trauma-informed therapies.
- Medication Management
- Education
- Holistic Wellness
- Resident Involved Planning
- Peer Mentors & Group Sessions
- Skills Training, Recreational Activities, and Community Engagement

c) Complete Urine Analysis for residents on a voluntary basis as a key diagnostic and therapeutic tool for resident care.

d) Apply Grantee's Chinook House RTH treatment model with a focus on a higher level of integration of SUD treatment and mental health services, and collaborate with County to guarantee the RTH and treatment model actively addresses community-based residential setting-related gaps within Marion County for the target population.

- VIII. Provide access to community-based residential setting for individuals designated within or at increased-risk of Aid and Assist Community Restoration, Oregon Psychiatric Security Review Board, or Civil Commitment.
- IX. Coordinate and facilitate residents' access to off-site services and community resources through transportation provided by Grantee and other suitable methods guaranteeing a comprehensive treatment approach.
- X. Acquisition of property and associated renovations for RTH must be completed in accordance with the Project Timeline & Expectations, EXHIBIT G. The property and renovations must be in compliance with OAR 309-035-0140 Setting Requirements through 309-035-0150 Sanitation, and all other applicable rules and laws.
- XI. Maintain strict adherence to timeline and objectives outlined within the Project Timeline & Objectives, EXHIBIT G, and provide County with thirty (30) days' prior written notice of revisions to timeline with necessary justification. Within 30 business days of the execution of this Agreement the Grantee must provide the County with a comprehensive Project Timeline & Expectations, including project objectives, deliverables, outcomes, associated procurement, and the dates (month, day, year) of completion.
- XII. Maintain strict adherence to Budgetary & Financial Expense Report, Exhibit H, and provide County with (30) days' prior written notice of revisions to budget with necessary justification.
- a) Reallocation of funding requests must be submitted to County for approval on the Reallocation of Funding Request Form, EXHIBIT J.
- XIII. 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 (SDOH) Team of the OHA.

XIV. Meet project goals and objectives outlined within the proposal submitted by Grantee for Request for Applications HE-1363-23, Behavioral Health Housing Investment Funds, RTH Co-Occurring Disorders, EXHIBIT A.

B) Contact Person:

I. 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 Neuenheim
Behavioral Health Housing Investment Fund Program Coordinator
Email: NNeuenheim@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 \$902,501.00 (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 Grantee's request and compliance with the requirements set forth within Section 4 – Scope of Work, Section 6 – Reporting Requirements, and Section 7 – Request for Funds.

6. REPORTING REQUIREMENTS

Grantee must complete and submit all required progress and financial reports to County as set forth in Monthly Progress Report, EXHIBIT E, and Quarterly Report, EXHIBIT F. The Grantee must submit monthly and quarterly reports to receive allocated funds.

- A. Monthly report due on 10th of each month for the project development period, Monthly Progress Report, EXHIBIT E.
- I. When submitting the Monthly Progress Report, EXHIBIT E, the Grantee shall:
- Include project expenditures and narrative from the month prior to due date. For example, a Monthly Progress Report with a due date of October 10th, 2023, shall include project-related information for September 1- September 30.
 - Complete column "Budgeted Amount" by applying budgeted amounts within the Budget and Financial Expense Report, EXHIBIT H, totaling the not-to-exceed amount of this Agreement.
 - Complete column "Expended" by entering expenditures for reporting period.
- B. Quarterly report due on the 10th of the month, subsequent to the end of each quarter, for a period of two years after the project is complete and 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. REQUEST 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. Grantee may request advance payment for a percentage of the total cost of goods or services that require a downpayment or percentage upfront. When requesting advance payment for goods or services, the Grantee must provide documentation demonstrating the need to receive advance payment, including the total cost and percentage required upfront or downpayment. The foregoing requirements apply to all Grant funds requested under this Agreement.

- A. Grant distributions will be made by the County:
 - 1. Monthly upon request to the County with receipt of Marion County Disbursement Request Form, EXHIBIT I, including supporting documentation and attestation by Grantee's authorized signer. The exhibit(s) and supporting documentation shall be sent to the contact person included within this Agreement. Supporting documentation must include the Monthly Progress Report (EXHIBIT E), Grantee invoice, invoices/receipts for purchases, advance payment requests, and other applicable written documentation deemed acceptable by County.

8. ALLOCATION OF FUNDS

- A. Allocation distribution will be made by County to Grantee as described in Section 7 – Request for Funds.
 - a. If Grantee fails to complete the Reporting Requirements in Section 6 – Reporting Requirements and documents requested within Section 7 – Request for Funds, 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.
 - b. Funding awards cannot be used for any costs incurred prior to the date of a Marion County Conditional Award Letter, unless expressly authorized in the letter.

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 30 days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Within 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 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:
 - a. For its convenience upon thirty (30) days' prior written notice from County;
 - b. 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 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: _____
Contact Telephone Number: _____
E-Mail Address: PO_Contracts@co.marion.or.us
Mailing Address: PO BOX 14500, Salem, OR 97309

18. INSURANCE AND WORKERS COMPENSATION

The Grantee shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. 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.

PELTON PROJECT, INC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  10/3/2023
7D28A787656F458
 Ryan Matthews, Administrator Date

Authorized Signature:  10/3/2023
1E478750FGD64AC...
 Christina Bertschi, Health Program Supervisor Date

DocuSigned by:
Jan Fritz 10/3/2023
Authorized Signature: DC16351248DE4EC
Chief Administrative Officer Date

DocuSigned by:
Jane E Vetto 10/3/2023
Reviewed by Signature: D0CFEC5B04B9E483
Marion County Legal Counsel Date

DocuSigned by:
[Signature] 10/3/2023
Reviewed by Signature: E4592AF8CAA542C
Marion County Contracts & Procurement Date

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

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



PROVIDING PATHWAYS TO CHANGE

June 27th, 2023

Marion County RFA HE-1363-23

Pelton Project
PO BOX 21748
Keizer, OR 97307

www.peltonproject.org

Phone:(503)463-6499
Fax: (503)990-8782

Dear Review Committee,

Enclosed is Pelton Project's Response to Marion County's Request for Applications HE-1363-23, for Behavioral Health Housing Investment Funds-RTH Co-Occurring Disorder.

Over the past 16 years, Pelton Project has supported adults in mental-health recovery throughout Oregon and Washington, with our founding project, Chinook House RTH (a co-occurring disorders RTH) opening in Keizer in 2008. During this time our organization has developed many partnerships within the Salem/Keizer area and we look forward to supporting individuals, the community, and our partners with the development of a new co-occurring disorders RTH within Marion County.

We appreciate your time and consideration.

Sincerely yours,

C. Stevens

Chad Stevens, CEO
Pelton Project
P:(503) 689-4866
chad@peltonproject.org

PELTON PROJECT, INC.



Proposal For:

Marion County RFA HE-1363-23

Behavioral Health Housing Investment Funds-RTH Co-Occurring Disorder

Prepared by: Pelton Project, Inc.

June 2023

PELTON PROJECT, INC.

Executive Summary

Objective

To support individuals with Serious and Persistent Mental Illness (SPMI) and Co-Occurring Disorders (COD) by developing Aspen Place, a new Residential Treatment Home within Marion County.

Mission Statement

To improve the quality of housing and supports in our community by placing people first.

Organizational Goals

Bring the utmost respect and dignity to recovery housing and services.

Be ethical.

Be free of waste, fraud, and abuse.

Be person-centered, culturally competent, trauma-informed, recovery-based, and wellness focused.

Provide a healthy, positive work environment with livable wages and benefits for our employees.

Enclosed

- Cover Letter
- Anticipated Tasks
- Objective/Project Eligibility and Proposal Eligibility
- Funding Uses
- Responsibilities
- Project Application Narrative
- Housing Development and Operation Capacity
- Cost Control
- Sustainability Plan
- Cost Application
- References

Tasks and Deliverables

A. Develop Aspen Place, a new Residential Treatment Home (RTH) in the Salem/Keizer area and provide residential treatment to individuals experiencing SPMI and COD

B. Help reduce the “bottleneck” at OSH by adding 5 RTH beds within Marion County.

C. 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

PELTON PROJECT, INC.

disorders.

D. Leverage existing Pelton Project, Inc. and Medicaid funding to maximize RFA impact.

E. Decrease the number of people with behavioral health disorders who are houseless (5 additional RTH beds within Marion County).

F. Create low barrier Co-Occurring RTH beds.

G. Address and reduce the barriers that may be encountered for individuals with SPMI and COD that prevent access to safe and supportive residential treatment care.

Objective/Project Eligibility and Proposal Eligibility

Pelton Project, Inc. currently operates two Residential treatment Homes within Marion County; one of which (Chinook House RTH) specializes in providing residential treatment to individuals who experience co-occurring SPMI and Substance Use Disorders. Through this funding opportunity, Pelton will develop another Residential Treatment Home within Marion County that specializes in providing residential treatment to individuals who experience co-occurring SPMI and Substance Use Disorders. This will include utilizing the Chinook House model to support individuals experiencing Co-Occurring Disorders, support individuals in receiving skills training needed to maintain sobriety and manage health symptoms, and have the ability to complete urinalysis in order to help individuals maintain sobriety.

This new development will provide an alternative to hospital level of care and will reduce the number of individuals waiting for care. Pelton Project is thoroughly aware of OAR applicable to Residential Treatment Homes and is in good standing with OHA for its other programs. Further, Pelton Project, Inc. has been in operation since 2007 (Chinook House RTH opening 1/2009) and possess the experience, skills, and resources to develop and operate a Residential Treatment Home. Pelton Project has completed site selection and intends to acquire/rehabilitate real property; selected sites are listed below in the application narrative.

Pelton Project will not be partnering with another agency for development; however, will work with OHA, Marion County, Comagine, and other applicable community entities and parties in an effort to provide holistic supports and services for the residents served.

Funding Uses

If awarded, Pelton Project will use there Behavioral Health Housing Investment Funds to support capital investment in the development for Aspen Place RTH, new Co-Occurring Disorders Residential Treatment Home within Marion County. The funds will be expended on the acquisition and rehabilitation of real property within Marion County; as well as, start-up, fixtures, furnishings, and equipment. Prior to receipt of funds, Pelton Project, Inc. will sign and agree to the use of property as defined in the Declaration of Restrictive Covenants and supply applicable requested documents to secure the performance of this agreement to the Social Determinants of Health team of OHA.

Responsibilities

Since 2007, Pelton Project, Inc. has continuously developed and operated Residential Treatment Homes in the State of Oregon for individuals experiencing SPMI in accordance with applicable OAR.

Pelton Project, Inc. will use all awarded Behavioral Health Housing Investment Funds to develop Aspen Place, a 5 bed RTH specializing in the treatment of individuals with Co-Occurring disorders. Through developing and operating Chinook House RTH, Pelton Project, Inc. possesses a treatment model that meets the needs of individuals experiencing Co-Occurring Disorders; however, Pelton Project, Inc. will continue to work with Marion County, OHA, and other applicable parties to ensure best and evidenced-based practices are utilized.

All required written monthly reports will be prepared and submitted to Marion County monthly during the acquisition and rehabilitation phase of development. A final project report will be submitted within 45 days of project completion, providing a summary of how funds were used and how the RTH capacity needs were achieved. Once operational, Pelton Project, Inc., will continue to submit quarterly reports ensuring the property continues to be used for the agreed upon purpose.

Special Considerations

Pelton Project, Inc. has approximately 16 years of clearly demonstrated performance in providing RTH development, service delivery, and operation in Marion County. Pelton Project, Inc. currently operates a Co-Occurring Disorders RTH within Marion County and can rapidly replicate programming to Aspen Place RTH.

Pelton Project possesses a current NPI and Medicaid Provider Billing Numbers in Oregon and Washington State. The relevant Medicaid Provider Billing Number that Pelton Project uses for per-diem fee-for-service T1020 Medicaid Billing in Oregon for it's Co-Occurring Disorders RTH is 500602082 and Pelton Project's NPI is 1053559765.

Pelton Project currently carries insurance in excess of that required as identified in Exhibit 1, Grant Agreement.

Pelton Project possesses a custom built Electronic Health Record with features that are specifically designed for use in a residential treatment home environment. Pelton Project also possess the billing, accounting, administrative staff, rehabilitation contracting, and real estate/banking relationships to quickly and efficiently develop Aspen Place RTH; as well as, comply with required reporting requirements.

Project Application Narrative

Location

Pelton Project, Inc. has completed site selection for Aspen Place RTH; however, does not yet have site control. This will occur upon award funding. In advance, and in order to expedite development, Pelton Project, Inc. has retained a realtor and loan officer for the acquisition. Due to the unstable nature of the housing market, Pelton Project has identified 5 potential homes that offer the layout and square footage requirements required by an RTH. They are all located in the Salem/Keizer area of Marion County and

offer ease of access to community amenities and public transportation to allow for community integration and access to services. However, no properties on the market currently feature a fire suppression system or an ADA accessible bathroom. A 13D fire suppression system will need to be installed and a bathroom will need to be retrofitted for ADA compliance; Pelton Project has existing business relationships with construction firms with significant experience in these areas. The properties are located at:

- 4753 Century Ct S, Salem, OR 97302
- 4131 Alderbrook Ave SE, Salem, OR 97302
- 3253 Tranquility Ct S, Salem, OR 97317
- 1585 20th St NE, Salem, OR 97301
- 2021 Pikes Pass Ct SE, Salem, OR 97306

Occupancy

Aspen Place RTH will serve individuals in recovery for Co-Occurring Disorders (SPMI and SUD). Community-based residential treatment homes are designed to provide a supportive and therapeutic living environment for individuals. Co-Occurring Disorders is a condition that requires a holistic, integrative treatment approach that addresses both disorders simultaneously. The prospective residents of Aspen Place RTH could likely encompass individuals in recovery for a wide range of mental health conditions, such as depression, anxiety, bipolar disorder, PTSD, schizophrenia, and other disorders, in conjunction with substance use disorders, which could involve the misuse of alcohol, prescription medications, or illicit drugs.

These could be individuals “stepping down” from inpatient treatment, partial hospitalization programs, or intensive outpatient programs who still require a structured, supportive environment as they continue their recovery journey. For example, prospective residents may be “stepping down” Oregon State Hospital System, an acute hospital setting, or a secure residential facility.

Alternatively, prospective residents may be currently unhoused or living in a different community-based placement that may not meet their current needs. This can include individuals who may not have a stable living situation, or those who are coming from environments that are not conducive to recovery (such as environments with substance use or where mental health is not well-supported).

Aspen Place RTH will provide a supportive environment that facilitates the simultaneous treatment of both mental health and substance use disorders. Staff members trained in co-occurring disorders will be able to deliver, coordinate, or facilitate access to necessary therapeutic services. Residents of Aspen Place RTH will benefit from a public-private multi-agency and multi-disciplinary treatment team that may include: Pelton Project, Inc. staff, skills trainers, addiction recovery specialists, case managers, peer supports, natural supports, prescribers, physicians, vocational/educational agencies, and other agencies as applicable. Residents will benefit from community-based COD treatment that allows for community integration and the greatest independence, autonomy, and self-direction possible.

By providing a stable living situation with a structured daily routine, these individuals are likely to experience fewer stressors that might trigger substance use or exacerbate mental health symptoms. Living

with others who are going through similar experiences can be very therapeutic. Peer support can decrease feelings of isolation and provide practical insights and encouragement from others in recovery. In addition to treatment for their disorders, residents will receive assistance with developing essential life skills. This might include training in areas such as personal finance, job searching, cooking, and self-care – all skills that will promote independence and success in the community. Aspen Place RTH will provide a substance-free environment, protecting individuals from triggers or influences that might lead to relapse. Over time, residents are encouraged and supported to engage with the wider community, gradually reintegrating through activities such as volunteering, education, or employment. This supports their transition to independent living and promotes recovery maintenance. We believe that Aspen Place RTH can greatly enhance individuals' chances of recovery and their ability to live fulfilling lives in the community.

Cultural Competency

Pelton Project, Inc. is dedicated to providing a comprehensive, holistic, and culturally competent approach to support and empower individuals served. We understand the complex needs of our residents and the multitude of barriers they often face, which include but are not limited to societal stigmatization, racial, ethnic, and language barriers, gender-based discrimination, ageism, and ableism, among others. Our primary goal is to address and overcome these barriers, promoting a sense of belonging, respect, and autonomy for each individual.

We firmly adhere to the principles of Fair Housing Act and applicable OAR, ensuring that our homes, apartments, and programs are accessible and available to all individuals irrespective of their race, color, religion, sex, sexual orientation, disability, familial status, or national origin. We make concerted efforts to create an environment where diversity, equity, and inclusion are central tenets. This begins with providing physically accessible spaces for people of all abilities and ensuring our homes, apartments, and programs meet universal design principles and applicable OAR to promote ease of use by everyone, regardless of age, ability, or other factors. We also ensure residents have equal access to all amenities and services, with necessary accommodations made for those with disabilities.

To cater to the unique needs of our residents, we collaborate with the CMHP to create comprehensive assessments that consider the whole person, their background, experiences, and identities. We use these assessments to create individualized plans of care and support plans that specifically address the barriers they face due to their race, ethnicity, language, disability, age, gender, gender identity, sexual orientation, social class, or other circumstances. When necessary, language interpretation and translation services are available through OHA's HCI program, ensuring that language does not become a barrier in receiving quality care.

Recognizing the role that culture plays in mental health, we offer culturally competent care that respects and values the cultural, social, and linguistic needs of our residents. Our staff is diverse, representing the variety of cultures and identities of our residents and the community, and training are to include culturally and linguistically appropriate service (CLAS) standards. This ensures they'll understand the intersectionality of identities and the importance of providing care in a manner that respects and acknowledges these identities.

We are committed to creating a safe and welcoming environment for people of all genders and sexual orientations. This involves providing gender-affirming care and support for our residents who are transgender or gender nonconforming and promoting a safe and inclusive environment where everyone, irrespective of their sexual orientation, feels accepted and valued.

Recognizing the role that societal circumstances play in mental health, we engage in community education and advocacy activities to challenge and change the societal attitudes and structures that can contribute to mental health stigma and discrimination. We also help our residents build social networks, engaging them with supportive communities (ROCC, etc.) to strengthen their resilience and capacity to recover. Aspen Place will not just be a place to live but a supportive and inclusive community that respects, values, and caters to the unique needs and identities of our residents. It'll be a place where individuals can feel at home, irrespective of their backgrounds or circumstances, as they work on their recovery journey.

Collaboration

Pelton Project's Aspen Place RTH will serve as a pivotal resource for the Marion County and the State of Oregon and will ensure a seamless transition of individuals from the Oregon State Hospital/acute hospital, other licensed residential settings, or unhoused situations to the home. Our focus is on individuals recovering from COD, and we understand the specific needs of this population; as well as, the importance of collaborative efforts with key stakeholders.

Our approach to this partnership is comprehensive and multi-faceted. We aim to not only meet the needs of the individuals transitioning to our home but also those of our partnering entities and the broader community.

Our QMHP will work closely with counties, OHA, Oregon State Hospital/acute hospitals and/or other licensed residential staff in the form of multidisciplinary transition teams. These teams could include case managers, mental health professionals, physicians, peer supports, addiction specialists, skills trainers, and Pelton Project staff. Together, the team will ensure personalized transition plans, ISPs, Mental Health Assessments, Intake Assessments, Plans of Care, health screenings/advanced directives, etc. are in place for each individual that consider their specific needs and potential challenges.

Through regular meetings/emails/phone calls consistent communication will be maintained with relevant agencies, including State of Oregon/Marion County, addiction services, outreach agencies, and other relevant agencies as applicable. We believe that successful transition relies on everyone being on the same page and working towards a common goal - the wellbeing of the individuals we serve.

We acknowledge the unique challenges facing those who are currently unhoused. Our program will therefore, as applicable, actively collaborate with homeless shelters, transitional housing programs, and housing/outreach programs be they either public or private entities. By doing so, we can bridge the gap between homelessness and recovery. Additionally, Aspen Place RTH may collaborate with Marion County's ACT team or Pelton Project's CAST team.

Our goal extends beyond providing a safe, structured environment for recovery. We also aim to help residents reintegrate into the community. This will involve working closely with local employment agencies, educational programs, and vocational training programs.

For individuals transitioning from the Oregon State Hospital/acute hospital or other licensed residential settings, we will collaborate with their current healthcare providers to ensure continuity of care and a smooth transfer of care. Our team will continue the established treatment regimen until new mental health assessments, ISPs, Plans of Care, medication adjustments (if necessary) are coordinated with the relevant professionals.

To prevent relapse and maintain recovery, we will develop aftercare plans in conjunction with the individual, their families, and associated healthcare providers. This can include referral to outpatient treatment, ongoing psychotherapy, support groups, maintenance medication arrangements, referral to CAST or other Marion County/community programs.

We firmly believe that through these concerted efforts, we can ensure a smooth, efficient, and effective transition of individuals from their stay at Aspen Place RTH. We look forward to the opportunity in serving this vital need within our community.

Services

In the design and management of our Residential treatment Homes for individuals in COD recovery, we adhere to the best practices and informed approaches for mental health and substance use disorder treatments. Our goal is to create a robust, resident-centered system that helps individuals recover and eventually transition into independent living in the community. We employ an integrated treatment approach, which is recognized as the best practice for co-occurring disorders. This means that we support recovery for mental health and substance use disorders simultaneously rather than in isolation. We will provide recovery services through relationships with other providers for a holistic approach; eg, services and supports will be provided by Pelton Project, Inc. staff; as well as, possibly provided by Marion County staff, community agencies, peer supports, physicians, or prescriber or therapist of the individuals choosing. These services may include:

- **Evidence-Based Therapies:** A variety of evidence-based therapies are utilized, such as Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), Motivational Interviewing, and trauma-informed therapies. The specific mix of therapies used is tailored to the individual's unique needs.
- **Medication Management:** We work with qualified health professionals to provide safe and effective medication management, where needed, to assist with symptom management and support recovery.
- **Education:** Residents are educated about their conditions and treatments to facilitate understanding and self-management of their disorders.
- **Holistic Wellness:** We incorporate practices that promote overall well-being, including physical health, nutrition, exercise, and mindfulness.

In our service provision philosophy, we prioritize resident-involved planning and the inclusion of peer mentors. This includes:

- **Resident-Involved Planning:** Residents are active participants in the planning and evaluation of their treatment. This involves regular meetings with Pelton Project, Inc. staff, therapists and case managers to discuss daily activities, progress, adjust treatment plans, and set recovery goals.
- **Peer Mentors:** The inclusion of peer mentors – individuals who have personal experience with co-occurring disorders and recovery – is vital. These mentors offer real-life insights, practical advice, and emotional support to residents. They can provide a sense of hope and a tangible example of recovery, serving as role models for residents.

The design and management of our support services aims to actively engage residents in their co-occurring disorders treatment. These services are readily available on a voluntary basis and include:

- **Group Sessions:** Regularly scheduled group sessions provide opportunities for residents to connect with peers, learn from each other's experiences, and practice new skills in a safe environment.
- **Skills Training:** Residents can voluntarily participate in sessions that teach life skills, such as budgeting, job searching, cooking, and more, to prepare them for independent living.
- **Recreational Activities:** Activities like art, music, outdoor activities, or exercise can help engage residents, provide outlets for self-expression, and promote overall well-being.
- **Community Engagement:** We facilitate opportunities for residents to engage with the community, to build confidence, and to cultivate a sense of belonging.

By adopting these practices, we aim to support recovery in a way that empowers residents, encourages their active involvement, and prepares them for successful, independent living in the community.

Community Resources

The Salem/Keizer area has a range of community amenities, mental health treatment providers, support groups, and other services that can benefit residents of Aspen Place RTH. These facilities are geared towards providing physical and behavioral healthcare, culturally responsive opportunities, and social engagement. The area boasts a wide array of community amenities that can support overall health and wellbeing. These include extensive parks and recreation facilities, such as Bush's Pasture Park, Riverfront Park, and Minto-Brown Island Park. The city also has several fitness centers, libraries, community centers, and social clubs that provide opportunities for physical activity, learning, and social engagement.

Besides Pelton Project, Inc., several mental health providers in the Salem/Keizer area offer specialized services for co-occurring disorders. For instance, the Marion County provides mental health services, including crisis intervention and outpatient services. Salem Health Hospitals and Clinics also offer comprehensive mental health services. Private clinics, such as Oregon Psychiatry and Counseling and Northwest Human Services, also provide co-occurring disorder treatment. Support groups in the area include those run by the National Alliance on Mental Illness (NAMI) Salem Chapter, which provides education and peer-led support for individuals living with mental health conditions and Recovery Outreach Community Center. Alcoholics Anonymous and Narcotics Anonymous are also available in Salem.

The Mid-Valley Community Action Agency offers a range of supports for those in recovery, including housing assistance, job training, and emergency services.

Culturally responsive services in Salem include those offered by the Center for Hope & Safety, which provides services for diverse communities, including non-English speakers and the LGBTQ+ community. The Salem/Keizer area also provide a vibrant cultural scene with festivals, events, and arts performances throughout the year.

If community resources/services are not readily available within a reasonable distance from Aspen Place RTH, transportation planning will be essential. Transportation options may include:

- Residents taking a taxi, scheduling Llogisticare, or bus.
- Pelton Project, Inc. will purchase a van and offer shuttle service to bring residents to necessary appointments and community services.
- Telehealth may be used to provide access to medical and mental health services remotely, reducing the need for transportation.
- Some healthcare providers utilized by Pelton Project, Inc. offer mobile services, where clinicians come to the residential treatment home to provide care.
- As indicated, staff at Aspen Place RTH may play a crucial role in helping residents learn to navigate the Cheriots system, schedule appointments, and coordinate services.

By taking a comprehensive approach that considers the full range of a resident’s individual needs and abilities, Aspen Place RTH can provide an environment that supports recovery and promotes overall well-being.

Housing Development and Operation Capacity

Aspen Place RTH (Key Stakeholders Roles and Interface)	Key Activities
Chad Stevens, CEO	Development Lead, Interview Panel Member, Programming/Policy and Procedure Aspen Place RTH Alternate Supervisor
Heather Knudsen, COO	Operations and Fiscal Management, Policy & Procedure, Aspen Place RTH Alternate Supervisor
Mackenzie Proulx, QMHP	Supervisor, Interview Panel Member, Onboarding, Personnel Management & Development, Programming Development and Programming Operations, Governmental/Community Agency Interface
Aspen Court Administrator, TBD	Supervisor, Interview Panel Member, Onboarding, Personnel Management & Development, Programming Operations, Governmental/Community Agency Interface
Mary Norbeck, RN	Provides training, 1:1 guidance for Medication Administration, Nursing Delegation Governmental/Community Agency Interface
Aspen Court Staff, TBD	Programing Operations and Govermental/Community Agency Interface
Van Edwards	Billing & Data Manager
Governmental/Community Agencies	Assessment Referral T1020 Funding Prescribing Case Management Programming

Qualifications and Experience

With the development of Chinook House RTH approximately 16 years ago, Pelton Project, has gained significant experience in developing and providing community-based Co-Occurring Disorders Residential Treatment Home services for adults in recovery for COD in the Mid-Willamette Valley. At Chinook House RTH, Pelton Project has had the opportunity to provide care for individuals with a wide variety of mental health conditions; including but not limited to: Schizophrenia, Mood Disorders, Dementias, Eating Disorders, Anxiety Disorders and Personality Disorders; as well as, low barrier addiction treatment and support services for individuals at many phases of their individual recovery journeys. Chinook House RTH's programming is available for rapid replication at Aspen Place RTH and will allow for the hastening of start-up and lowering of start-up expense.

In 2012, Pelton Project saw a need for support services for individuals "stepping down" from licensed care and into fully independent community-based housing. With the creation of the 1915(i) waiver Choice Model H0046 HK HW, Pelton Project developed the CAST team to provide these services. This program has proven beneficial for assisting individuals transitioning from licensed care and for assisting individuals from "stepping up" into licensed care. Also, in 2012, Pelton Project developed Cedar Commons, a 5 bed supportive housing project in Salem.

In 2014, Pelton Project developed and continues to operate Cotton Wood Apartments, a 10 bed Permanent Supported Housing apartment complex in Keizer.

In 2016, Pelton Project was contacted by, and has been continually contracted with, to expand the CAST program to Linn County, Oregon.

In 2018 in Pierce County, Washington, Pelton Project developed and operates Inside Passages Pierce County. This program is contracted to provide Critical Time Intervention case management (an evidenced-based practice) with Foundational Community Supports (the WA 3rd party administrator of Medicaid waiver funding) and with Pierce County directly for individuals who do not qualify for FCS. Additionally, Inside Passages Pierce County is contracted with Pierce County to provide Referrals and Matching services for individuals on the Priority Pool attempting to find community-based housing.

In 2019, Pelton Project developed and continues to operate Sequoia House RTH. This is a 5 bed home in Salem serving individuals in SPMI recovery who also may have complex medical needs.

We look forward to the opportunity to develop a new COD RTH in the Salem/Keizer area. We feel Pelton Project has extensive experience, training, ability, capital, and a thorough understanding of the proposed project to be able to deliver the Scope of Work and complete the Tasks and Deliverables as outlined in the RFA.

Additionally, Pelton Project possesses a custom built Electronic Health Record with features that are specifically designed for use in residential treatment. Pelton Project also possesses the billing, accounting, administrative staff, and real estate/banking/construction relationships to quickly and efficiently develop Aspen Place RTH; as well as, comply with required reporting requirements.

Proposed Project Site

Pelton Project, Inc. has completed site selection for Aspen Place RTH; however, does not yet have site control. This will occur upon award funding. In advance, and in order to expedite development, Pelton Project, Inc. has retained a realtor and loan officer for the acquisition. Due to the unstable nature of the housing market and award timeline, Pelton Project has identified potential 5 homes that offer the layout and square footage requirements required by an RTH. They are all located in the Salem/Keizer area of Marion County and offer ease of access to community amenities and public transportation to allow for community integration and access to services. However, no properties on the market currently feature a fire suppression system or an ADA accessible bathroom. A 13D fire suppression system will need to be installed and a bathroom will need to be retrofitted for ADA compliance; Pelton Project has existing business relationship with construction firms with significant experience in these areas. The properties are located at:

- 4753 Century Ct S, Salem, OR 97302
- 4131 Alderbrook Ave SE, Salem, OR 97302
- 3253 Tranquility Ct S, Salem, OR 97317
- 1585 20th St NE, Salem, OR 97301
- 2021 Pikes Pass Ct SE, Salem, OR 97306

Development Process

Pelton Project will submit its response to RFA HE-1363-23 no later than 5:00 PM on 06/30/2023 through there Procurement Collaboration Portal.

If awarded, Pelton Project will prepare and submit written monthly reports during acquisition/rehabilitation phase. Pelton Project understands they will include, but may not limited to, any updates to the Proposed Project Schedule, Project Development Budget, Project Operating Budget, and other documentation that Marion County may reasonably require. Once completed, Pelton Project will submit written quarterly reports to satisfy Marion County's requirements of the continued use of the property for the agreed purpose of developing and operating Aspen Place RTH. Pelton Project will submit a final project report within 45 days of completion of Aspen Place RTH, summarizing how funds were used and how the requested licensed 24-hour Residential program capacity needs were achieved.

Pelton Project will begin the acquisition and rehabilitation of site selected property when Notice of Intent to Award is received. As previously stated in our response to the RFA, we have identified, selected, and have existing business relationships with real estate agents, a banking institution, and construction firms to expedite this process. RFA section 6(e) identifies the Notice of Intent to Award as approximately August 2023.

The acquisition process will begin immediately upon receipt of Notice of Intent to Award and rehabilitation contractors will be scheduled simultaneously. From previous extensive experience with real estate acquisition, site control will be obtained by the end of September 2023 (depending upon the date the Notice of Intent to Award is received).

Rehabilitation of property for 13D fire suppression and ADA compliance will occur simultaneously with acquisition of vehicle/equipment/furnishings and the onboarding of RTH staff. Pelton Project currently possess COD RTH programming and documentation, Electronic Health Record, and administrative/billing/supervisory staff required to operate Aspen Place RTH.

Upon completion of OHA inspection and depending upon when the Notice of Intent to Award is received, and estimating the development timeline through historical Pelton Project development data, we feel confident in estimating occupation of Aspen Place RTH to occur by December 2023.

Development Team

Aspen Place RTH's development will be conducted by a robust team with extensive experience and expertise in their respective roles. The development team also possess the capacity to develop Aspen Place, complete the Scope of Work, complete the Tasks, and provide Deliverables within the development schedule previously outlined in the RFA response. The development team consists of:

- Chad Stevens, CEO-Lead Developer and Operations 16 Years RTH development and operation experience
- Heather Knudsen, COO-Developer and Operations— 16 Years RTH development and operation experience
- Mackenzie Proulx, QMHP-Developer and Operations-6 Years RTH operation experience
- Aspen Place RTH Administrator, TBD upon Receipt of Notice of Intent to Award
- Aspen Place Staff, TBD upon Receipt of Notice of Intent to Award
- Van Edwards, Billing and Electronic Health Records Manager— 10 Years experience
- Johnson, Glaze, and Co., Contracted accounting and administrative firm
- Jason Aleksey, Acquisition
- Toby Karn, Loan Officer
- Andres Barrera, Licensed Contractor, Specializing in ADA Compliant Rehabilitation
- Jet Fire Protection, Licensed Contracting Firm, Fire suppression system installation
- Salem Fire Alarm, Licensed Contracting Firm, Call box installation and fire alarm monitoring
- Israel Bravo & Co.,-Contracted grounds rehabilitation and maintenance

To cater to the unique needs of Aspen Place RTH residents, we will collaborate with the CMHP to create comprehensive assessments that consider the whole person, their background, experiences, and identities. We use these assessments to create individualized plans of care and support plans that specifically address the barriers residents may face due to their race, ethnicity, language, disability, age, gender, gender identity, sexual orientation, social class, or other circumstances. When necessary, language interpretation and translation services are available through OHA's HCI program, ensuring that language does not become a barrier in receiving quality care.

Recognizing the role that culture plays in mental health, we offer culturally competent care that respects and values the cultural, social, and linguistic needs of our residents. Our staff is diverse, representing the variety of cultures and identities of our residents and the community, and training are to include culturally

and linguistically appropriate service (CLAS) standards. This ensures they'll understand the intersectionality of identities and the importance of providing care in a manner that respects and acknowledges these identities.

Finance and Budget

The funding of Aspen Place RTH solely through Pelton Project, Inc.'s private investment of cash reserves is not a fiscally responsible decision for Pelton Project, Inc. Behavioral Health Housing Investment Funds will be used to develop Aspen Place RTH. Funds from this source will be crucial for the development phase; eg. acquisition of the home, rehabilitation, and initial start-up (staff onboarding, vehicle/equipment purchases, utilities, and other expense prior to program operation). These funds will be leveraged against Pelton Project, Inc. private investment funds. Pelton Project, Inc. private investment funds will fill identified funding gaps left by Behavioral Health Housing Investment Funds.

Upon operation, the T1020 Medicaid Billing Code will be the key source of operating funding for Aspen Place RTH. The T1020 Billing Code is a per diem reimbursement rate for RTH level of care and the reimbursement is tiered via OHA's Behavioral Rate Schedule Fee Standardization based upon Comagine resident assessment and program geographical location. Tiers for the Salem/Keizer area are from 1-5 (\$200.85-\$920.53 per diem respectively for RTHs). The T1020 billing code will fund ongoing program operation and expense; eg., staffing (wage, benefits, recruiting, training), equipment/supplies, RTH mortgage, administrative expense/overhead, maintenance, and reserves, etc.

Additionally, at present, residents will pay the OHA standard rate of \$711 per month for room and board.

Please see Attachment 4, Cost Proposal Form.

Asset and Property Management

Pelton Project, Inc. will self-manage Aspen Place RTH. Pelton Project, Inc. has significant experience managing affordable housing that includes individuals in Co-Occurring Disorders recovery.

With the development of Chinook House RTH approximately 16 years ago, Pelton Project, has gained significant experience in developing, managing, and providing community-based Co-Occurring Disorders Residential Treatment Home services for adults in recovery for COD in the Mid-Willamette Valley. At Chinook House RTH, Pelton Project has had the opportunity to provide care for individuals with a wide variety of mental health conditions; including but not limited to: Schizophrenia, Mood Disorders, Dementias, Eating Disorders, Anxiety Disorders and Personality Disorders; as well as, low barrier addiction treatment and support services for individuals at many phases of their individual recovery journeys.

In 2012, Pelton Project saw a need for support services for individuals "stepping down" from licensed care and into fully independent community-based housing. With the creation of the 1915(i) waiver Choice Model H0046 HK HW, Pelton Project developed the CAST team to provide these services. This program

has proven beneficial for assisting individuals transitioning from licensed care and for assisting individuals from “stepping up” into licensed care. Also, in 2012, Pelton Project developed Cedar Commons, a 5 bed supportive housing project in Salem.

In 2014, Pelton Project developed and continues to operate Cotton Wood Apartments, a 10 bed Permanent Supported Housing apartment complex in Keizer.

In 2016, Pelton Project was contacted by, and has been continually contracted with, to expand the CAST program to Linn County, Oregon.

In 2018 in Pierce County, Washington, Pelton Project developed and operates Inside Passages Pierce County. This program is contracted to provide Critical Time Intervention case management (an evidenced-based practice) with Foundational Community Supports (the WA 3rd party administrator of Medicaid waiver funding) and with Pierce County directly for individuals who do not qualify for FCS. Additionally, Inside Passages Pierce County is contracted with Pierce County to provide Referrals and Matching services for individuals on the Priority Pool attempting to find community-based housing.

In 2019, Pelton Project developed and continues to operate Sequoia House RTH. This is a 5 bed home in Salem serving individuals in SPMI recovery who also may have complex medical needs.

We look forward to the opportunity to develop a new COD RTH in the Salem/Keizer area. We feel Pelton Project has extensive experience, training, ability, capital, and a thorough understanding of the proposed project to be able to provide the Scope of Work, Tasks, and Deliverables as outlined in the RFA.

Additionally, Pelton Project possesses a custom built Electronic Health Record with features that are specifically designed for use in residential treatment. Pelton Project also possess the billing, accounting, administrative staff, and real estate/banking/construction relationships to quickly and efficiently develop Aspen Place RTH; as well as, comply with required RHA HE 1363-23 reporting requirements.

Cost Control

Project cost control will be the responsibility of a team of individuals at Pelton Project, Inc. and contracted firms. Ultimately, the responsibility for project cost control will reside with the Pelton Project, Inc. CEO and Pelton Project, COO; however, the entire development team for Aspen Place RTH will be involved in project cost control. The development team includes:

- Chad Stevens, CEO-Lead Developer and Operations 16 Years RTH development and operation experience
- Heather Knudsen, COO-Developer and Operations— 16 Years RTH development and operation experience
- Mackenzie Proulx, QMHP-Developer and Operations-6 Years RTH operation experience
- Aspen Place RTH Administrator, TBD upon Receipt of Notice of Intent to Award
- Aspen Place Purchasing Staff, TBD upon Receipt of Notice of Intent to Award
- Van Edwards, Billing and Electronic Health Records Manager— 10 Years experience

-
- Johnson, Glaze, and Co., Contracted accounting and administrative firm
 - Jason Aleksey, Acquisition
 - Toby Karn, Loan Officer
 - Andres Barrera, Licensed Contractor, Specializing in ADA Compliant Rehabilitation
 - Jet Fire Protection, Licensed Contracting Firm, Fire suppression system installation
 - Salem Fire Alarm, Licensed Contracting Firm, Call box installation and fire alarm monitoring
 - Israel Bravo & Co.,-Contracted grounds rehabilitation and maintenance

Controlling project costs is an ongoing process that requires attention and effort from the entire project team. We aim to ensure the project stays within the negotiated budget and does not create a further funding gap for Pelton Project, Inc. private investment to fill. To do so we will take the following steps: project planning, project monitoring, control, reporting, and post-project evaluation. These steps can be further broken down into:

- Creating a detailed project budget based on the scope of work, project timeline, and other necessary resources. This will serve as our financial plan for the project.
- Identifying potential risks that might affect the project cost and create strategies to manage these risks. These strategies includes a contingency reserve to handle potential cost overruns.
- Implementing cost tracking measures to consistently monitor and record all costs associated with the project. This includes labor costs, material costs, overhead costs, etc.
- Regularly comparing the actual cost of the project to the estimated budget. This allows us to identify cost overruns as early as possible.
- Implementing strategies to control costs, such as renegotiating contracts or reallocating resources.
- Establishing a change control process to manage any changes to the project schedule or cost. This ensures that any potential impacts on the project cost are properly evaluated, approved, and managed.
- Providing regular cost reports to Marion County to maintain transparency about the project's financial status. And after project completion, create a final report detailing the actual cost compared to the estimated budget, including an explanation of any cost overruns.

Sustainability Plan

Pelton Project, Inc. understands that Behavioral Health Housing Investment Funds awarded by Marion County will likely not be sufficient alone to develop Aspen Place RTH. This funding gap will be bridged by the leveraging of Pelton Project private investment funds.

Upon operation, the T1020 Medicaid Billing Code will be the key source of operating funding for Aspen Place RTH. The T1020 Billing Code is a per diem reimbursement rate for RTH level of care and the reimbursement is tiered via OHA's Behavioral Rate Schedule Fee Standardization based upon Comagine resident assessment and program geographical location. Tiers for the Salem/Keizer area are from 1-5 (\$200.85-\$920.53 per diem respectively for RTHs). The T1020 billing code will fund ongoing program operation and expense; eg., staffing (wage, benefits, recruiting, training), equipment/supplies, RTH mortgage, administrative expense/overhead, maintenance fund, etc. Estimating that the average resident will receive an average reimbursement rate, this would be a tier 3 and on the Rate Standardization scale and reimburse at \$430.99 per bed day.

Additionally, at present, residents will pay OHA standard rate of \$711 per month for room and board.

Cost Application

Please see RFA HE 1363-23, Attachment 4: Cost Proposal Submission Form.

References

Please see attached references.

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project Contact Email Address: sgalford@co.linn.or.us
Reference Entity: Linn County Mental Health

Reference Contact Name: Stephanie Galford - QMHA, ENCC, Adult Abuse Investigator

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:

Score: 4 Comments: Pelton Project's overall performance is excellent. Staffing shortages have occurred, as they are everywhere currently in mental health.

2. I would rate Proposer's overall value as a Service Provider:

Score: 5 Comments: Clients living in the community greatly benefit from the supports provided by Pelton Project. There have been a number of success stories over the years that I believe would not have been able to happen without the support of Pelton Project.

3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:

Score: 5 Comments: The services provided and the communication within programs allows for the clients to become even more independent in the community. Pelton Project engages with clients often more frequently than therapists and/or QMHA's. This allows for Linn County Mental Health to have a full picture of how to support the client in multiple ways that would otherwise not be as successful or known.

4. I would rate my likeliness to recommend Proposer to others for similar services:

Score: 5 Comments: Pelton Project provides services that are invaluable. I would recommend their services with the greatest enthusiasm.

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project
Reference Entity: Linn County Mental Health
Reference Contact Name: Mia Schroer, LPC
Contact Email Address: mschroer@co.linn.or.us

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:

Score: 4 Comments: Pelton Project provides great service. Only issues are that they have had staffing issues at times, but who hasn't during the last few years and some of their staff have had some more minor boundary issues with a couple of clients. They are responsive to our requests and need for information.

2. I would rate Proposer's overall value as a Service Provider:

Score: 5 Comments: They provide cost effective services.

3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:

Score: 5 Comments: Pelton Project collaboratively works with us to meet the needs of our clients. They fill in gaps that we cannot address.

4. I would rate my likeliness to recommend Proposer to others for similar services:

Score: 5 Comments: Definitely. They work hard to have good managers in our area and address issues.

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project Contact Email Address:
Reference Entity: Pierce County sarah.appling@piercecountywa.gov
Reference Contact Name: Sarah Appling, Program Specialist II

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:
Score: 4 Comments: Overall excellent, COVID created many challenges for basically all providers and they maintained operational with some modifications
2. I would rate Proposer's overall value as a Service Provider:
Score: 5 Comments: They provide a wide variety of services, supports, community with individuals and families and fill a regional gap in services that was lacking in our care continuum.
3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:
Score: 5 Comments: Excellent team, great work engaging diverse population with variety of needs.
4. I would rate my likeliness to recommend Proposer to others for similar services:
Score: 5 Comments:

Attachment 1 - Application Form

OFFEROR NAME: Pelton Project, Inc.

ADDRESS: PO Box 21748, Keizer, OR 97307

TELEPHONE NUMBER: (503) 6898-4866 EMAIL: chad@peltonproject.org WEB SITE: peltonproject.org

TAXPAYER ID NUMBER: 27-2815872 DATE/STATE OF INCORPORATION: Current incorporation--06/08/10 --Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: 693301-90

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

1. That this application is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the application is made without any collusion with any person making another application on this Contract.
2. Information and prices included in this application shall remain valid for ninety (90) days after the Application due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the RFA.
4. The Applicant 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 Applicant, 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 Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFA, including all Addenda, if any;
7. The application submitted is in response to the specific language contained in the RFA, and Applicant 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 Applicant agrees that if awarded the Contract, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this application document and all Addenda, if any, issued, and to execute this application document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted application are truthful, complete, and accurate. Failure to provide information required by the RFA may ultimately result in rejection of the application.

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 applications 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 APPLICATION 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 APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

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

Authorized Signature: C. Stevens

Print Name: Chad Stevens

Title: CEO

Contact Person (Type or Print): Chad Stevens

Telephone Number: (503) 689-4866

Email: chad@peltonproject.org

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 Applicant, I have knowledge of the Request for Applications referenced herein, and I have full authority from the Applicant to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Applicant has submitted an application, dated on or about 6/30/23 5:00 PM (the “Application”), to Marion County in response to Request for Applications HE-1363-23, for Behavioral Health Housing Investment Funds-RTH Co-Occurring Disorder and I am familiar with the contents of the RFA and Application.
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 Application 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 Application. The Applicant 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 Applicant’s organization and that is used in a business the Applicant 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 Applicant 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.

C. Stevens
Applicant Signature

EXHIBIT A

Applicant identifies the following information as exempt from public disclosure:

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project Contact Email Address: sarah.appling@piercecountywa.gov
Reference Entity: Pierce County
Reference Contact Name: Sarah Appling, Program Specialist II

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:
Score: 4 Comments: Overall excellent, COVID created many challenges for basically all providers and they maintained operational with some modifications
2. I would rate Proposer's overall value as a Service Provider:
Score: 5 Comments: They provide a wide variety of services, supports, community with individuals and families and fill a regional gap in services that was lacking in our care continuum.
3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:
Score: 5 Comments: Excellent team, great work engaging diverse population with variety of needs.
4. I would rate my likeliness to recommend Proposer to others for similar services:
Score: 5 Comments:

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project
Reference Entity: Linn County Mental Health
Reference Contact Name: Mia Schroer, LPC
Contact Email Address: mschroer@co.linn.or.us

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:

Score: 4 Comments: Pelton Project provides great service. Only issues are that they have had staffing issues at times, but who hasn't during the last few years and some of their staff have had some more minor boundary issues with a couple of clients. They are responsive to our requests and need for information.

2. I would rate Proposer's overall value as a Service Provider:

Score: 5 Comments: They provide cost effective services.

3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:

Score: 5 Comments: Pelton Project collaboratively works with us to meet the needs of our clients. They fill in gaps that we cannot address.

4. I would rate my likeliness to recommend Proposer to others for similar services:

Score: 5 Comments: Definitely. They work hard to have good managers in our area and address issues.

ATTACHMENT 3 - REFERENCE CHECK FORM

Proposer Name: Pelton Project Contact Email Address: sgalford@co.linn.or.us
Reference Entity: Linn County Mental Health

Reference Contact Name: Stephanie Galford - QMHA, ENCC, Adult Abuse Investigator

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:

Score: 4 Comments: Pelton Project's overall performance is excellent. Staffing shortages have occurred, as they are everywhere currently in mental health.

2. I would rate Proposer's overall value as a Service Provider:

Score: 5 Comments: Clients living in the community greatly benefit from the supports provided by Pelton Project. There have been a number of success stories over the years that I believe would not have been able to happen without the support of Pelton Project.

3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:

Score: 5 Comments: The services provided and the communication within programs allows for the clients to become even more independent in the community. Pelton Project engages with clients often more frequently than therapists and/or QMHA's. This allows for Linn County Mental Health to have a full picture of how to support the client in multiple ways that would otherwise not be as successful or known.

4. I would rate my likeliness to recommend Proposer to others for similar services:


Score: 5 Comments: Pelton Project provides services that are invaluable. I would recommend their services with the greatest enthusiasm.

ATTACHMENT 4-COST PROPOSAL SUBMISSION FORM

In accordance with the Request for Applications issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this application, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Application. In addition, all Marion County Behavioral Health Housing Investment Funds-RTH Co-Occurring Disorder requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Pelton Project, Inc.

Signature: 

Printed Name/Title: Chad Stevens, CEO

Date: 6/20/2023

Applicant Name:	Pelton Project, Inc.	
Project Location:	Salem/Keizer Area-5 Suitable Sites Selected; Site Control Will Occur Upon Receipt of Notice of Intent to Award	
Enter Sources of Funds for Project		
	AMOUNT	COMMENTS:
<i>RFA Request for Funds</i>	\$902,501.00	
<i>Other: Pelton Project, Inc. Private Investment</i>	\$200,000.00	Reserve Funds
<i>Other:</i>		
<i>Other:</i>		
TOTAL	\$1,102,501.00	
Enter Costs for Development Project and Start Up Costs		
	ESTIMATED COST	COMMENTS:
DEVELOPMNET PROJECT COSTS		
Building Acquisition	\$732,999.00	Avg. Acquisition Price of 5 Selected Sites Avg. \$ per square foot is \$195
Renovation-Construction	\$65,000.00	Installation of 13D Fire Suppression System and ADA Renovation
Site Improvements/Landscaping	\$0.00	TBD-Based Upon Selected Site Site Control
Permits & Fees	\$0.00	Built into Renovation-Construction Costs
Application Process & Fees	\$0.00	
Architectural & Engineering	\$0.00	
Licensing	\$30.00	OHA RTH Application Fee
Legal	\$5,000.00	Reserve
Closing & Title Insurance	\$9,690.00	Origination, Title, Inspection, Tax, Recording

Insurance -Property & Liability		\$3,665.00	
Financing Fees		\$0.00	
Developer Fees		\$0.00	
Sub-Contractors		\$0.00	
Project Costs		\$0.00	
MISC Equipments		\$0.00	
Materials Cost		\$0.00	
Other		\$0.00	
Other		\$0.00	
	TOTAL	\$816,384.00	
START UP COSTS			
	ESTIMATED COST		COMMENTS:
Salaries	\$15,652.00		1 Month-8 Staff at Avg. \$22/hr and Admin. Salary @ \$5k/monthX0.3 tax/ben.
Training/Consultant Fees	\$5,000.00		Collaborative Problem Solving, MI, Med. Administration, Intro SPMI, Etc.
Staff Recruitment	\$400.00		Ziprecruiter
Furniture and Furnishings	\$20,000.00		Beds, Desks, Tables, Couches, Chairs, Decorations, TVs, Outdoor Furniture
Office Equipment	\$7,500.00		2 Computers, All-in-One Printer, Router, 2 Phones, 2 Desks, Filing Cabinets
Building Maintenance Equipment	\$0.00		Pelton owned equipment or contracted services
Appliances	\$0.00		Included in Building Acquisition
Kitchen Equipment	\$2,000.00		Mixer, Blender, Toaster, Microwave, Pots/Pans, Flatware, Silverware
Utilities	\$1,000.00		2 Months Comcast-Phone/internet/TV, Water/Sewer, Garbage, Electricity
Property, Liability, Worker Comp and Auto Insurance	\$0.00		Property included in development cost, Pelton maintains other, see RFA
Vehicle	\$34,565.00		New Kia Carnival-Voted Lowest Price Minivan
ADA Equipment	\$0.00		Included in ADA renovation and TBD specific equipment based on need
Other	\$0.00		
Other	\$0.00		
	TOTAL	\$86,117.00	
Total Number of Beds			
		5	
Funds Reserves			
		\$200,000.00	Pelton Project Private Investment-Reserve Funds
MISCELLANEOUS ITEMS:			

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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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:

- 1 Oregon Health Authority
- 2 Heath Systems Division
- 3 500 Summer St SE, E86
- 4 Salem, OR 97301

SPACE ABOVE FOR RECORDER'S USE

SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE
(for use with Oregon governmental entity Declarants)

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 [] 2022 (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. Whereas, the Oregon State Legislature’s Joint Committee On Ways and Means stated in the Budget Report and Measure Summary for House Bill 5502 that the OHA was appropriated funds “for distribution to community mental health programs (CMHP) 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. Whereas, the 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 CMHP and was awarded an amount not to exceed [] (\$[]) (the “**Grant**”) from the State General Fund for the purpose of increasing behavioral health housing by [] (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**” and is further described in Exhibit B attached hereto.

D. Terms and conditions of the Grant for the Project are set forth in that certain Intergovernmental Grant Agreement dated [____], 2022 by and between the Parties (the “**Grant Agreement**”).

E. A condition of the Grant Agreement provides that to the extent that grant funds are to be used for certain purchases or renovations of real property, Declarant is required to follow additional OHA procedures. Pursuant to that condition, provided in Exhibit A, Part 3 of the Grant Agreement, OHA has required Declarant to execute this Declaration, as a condition to Declarant’s use of Grant funds for the purchase or renovation of real property for purposes of the Project.

F. The Parties desire that this Declaration be recorded in the relevant county records 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 Grant Funds. Declarant has used or will use the Grant funds only for the Project costs as provided for in the Grant Agreement.

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 Grant Agreement 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.

(a) [_____]

(b) [_____]

(c) **Use Restriction Period.** For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2042**, whichever is later (the “**Use Restriction Period**”), Declarant is required to provide and comply with the requirements of the [_____

_____],
together, 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 Grant 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.

(d) 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 Grant 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 Grant described herein by OHA is an inducement to Declarant to complete the Project and to operate the Project in accordance with the Grant Agreement 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 Grant 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 Grant 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:
[_____]

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 Grant 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 Grant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the Grant funding identified in this 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 Grant document 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 this Grant 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 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 Payee'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 Grant 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 Grant 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 Grant Agreement.

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, along with the Grant Agreement 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: _____

STATE OF OREGON)
 : ss
County of Marion)

This instrument was acknowledged before me this ____ day of _____ 2022,
by _____, for and on behalf of the State of Oregon, acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

DECLARANT:

[Name of Grant Recipient]

By: _____

STATE OF OREGON)
 : ss
County of [_____])

This instrument was acknowledged before me this ____ day of _____ 2022,
by _____, for and on behalf of _____ acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Legal Description

[_____]

EXHIBIT B
Project Description

Use Restrictions:

A. [_____]

B. [_____] ...



EXHIBIT E
MARION COUNTY GRANT AGREEMENT

Monthly Progress Report
Behavioral Health Housing Investment Funds

Submit Completed report to: NNeuvenheim@co.marion.or.us

Contract #		Reporting Month	Month	Date of Report	
Contact Name		Contact Phone Number		Contact Email	
Project Name		Organization			
Please only populate data in blue shaded cells.					
<p>Summary of Progress: 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.</p>					
<p>Example: Please provide a summary of progress on deliverables and project activities.</p>		<p>Supportive Housing Duplex: 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.</p>			
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			



Name:		
Project Location:		
Month: Year	Month	
<i>Enter Costs for Development Project and Start Up Costs</i>		
DEVELOPMNET PROJECT COSTS	BUDGETED AMOUNT	EXPENDED
Building Acquisition		
Renovation-Construction		
Site Improvements/Landscaping		
Permits & Fees		
Application Process & Fees		
Architectural & Engineering		
Licensing		
Legal		
Closing & Title Insurance		
Insurance -Property & Liability		
Financing Fees		
Developer Fees		
Sub-Contractors		
Project Costs		
MISC Equipments		
Materials Cost		
Other		
TOTAL	\$ 0.00	\$ 0.00
START UP COSTS	BUDGETED AMOUNT	EXPENDED
Salaries		
Training/Consultant Fees		
Staff Recruitment		
Furniture and Furnishings		
Office Equipment		
Building Maintenance Equipment		
Appliances		
Kitchen Equipment		
Utilities		
Property, Liability, Worker Comp and Auto Insurance		
Vehicle		
ADA Equipment		
Other		
Other		
TOTAL	\$ 0.00	\$ 0.00
Total Number of Beds		
Funds Reserves		



EXHIBIT F
 Quarterly Report
 Behavioral Health Housing Investment Funds
 Residential Treatment Home for Co-Occurring Disorders
 Submit complete report to NNeunevheim@co.marion.or.us

Contract #		Reporting Period		Date of Report		
Contact Name			Contact Phone Number			
Project Name			Organization			
Please only populate data in blue shaded cells.						
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 st month		# of exits in 1 st month		# of vacancies in 1 st month	Total # of non-binary residents	Total # of Hispanic or not of Hispanic origin residents
# of beds occupied in 2 nd month		# of exits in 2 nd month		# of vacancies in 2 nd month	Total # of gender non-conforming residents	Total # of Asian Residents
# of beds occupied in 3 rd month		# of exits in 3 rd month		# of vacancies in 3 rd 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

In accordance with Section 4, Scope of Work, sub-section A (XI), within 30 business days of the execution of this Agreement the Grantee must provide the County with a comprehensive Project Timeline & Expectations, including project objectives, deliverables, outcomes, associated procurement, and the dates (month, day, year) of completion.

PROJECT OBJECTIVES, DELIVERABLES, OUTCOMES, AND ASSOCIATED PROCUREMENT	NOTES	ESTIMATED DATE OF COMPLETION
Site Selection	<i>Site selection(s) identified within proposal submitted for RFA.</i>	October 2023 *TBD
Site Control/Property Acquisition	<i>Property acquisition contingent upon execution of this Agreement.</i>	October/November 2023 *TBD
Renovations	<i>Renovations contingent upon the date of closing on a property; approximately one month post execution of this Agreement.</i>	November/December/January 2023-2024 *TBD
Furnishing and Program Acquisitions	<i>Acquisitions will occur concurrent with renovations.</i>	November/December/January 2023-2024 *TBD
Staff Acquisition	<i>Acquisitions will occur one-month prior to program start date.</i>	February/March 2024 *TBD
RTH Operational with Residents		March/April 2024 *TBD

*TBD=To Be Determined

EXHIBIT H
MARION COUNTY GRANT AGREEMENT
BUDGETARY & FINANCIAL EXPENSE REPORT

FUNDING TYPE		ESTIMATED AMOUNT
BEHAVIORAL HEALTH HOUSING INVESTMENT FUNDS / RTH CO-OCCURRING DISORDERS		\$902,501.00
DEVELOPMENT PROJECT COSTS	ESTIMATED COSTS	COMMENTS
PROPERTY AQUISITION	\$732,999.00	<i>Average price of 5 proposed sites; \$195 per square foot</i>
RENOVATION/CONSTRUCTION	\$65,000.00	<i>Installation of 13D Fire Suppression System & ADA Renovation</i>
SITE IMPROVEMENT/LANDSCAPING	\$0.00 (TBD)	<i>Dependent upon site selection</i>
PERMIT & FEES	\$0.00 (TBD)	<i>Estimated costs included within budget line-item Renovation/Construction.</i>
LICENSING	\$30.00	<i>Oregon Health Authority, Residential Treatment Home, Application Fee</i>
LEGAL	\$5,000.00	<i>Reserve</i>
CLOSING & TITLE INSURANCE	\$9,690.00	<i>Origination, Title, Inspection, Tax, Recording</i>
INSURANCE, PROPERTY/LIABILITY	\$3,665.00	
TOTAL	\$816,384.00	

START-UP COSTS	ESTIMATED COSTS	COMMENTS
SALARIES	\$15,652.00	<i>1 Month Salary: 8 Staff at Average of \$22/Per Hour & Administrator at \$5,000/Per Month (.3% Tax & Benefits)</i>
TRAINING/CONSULTANT FEES	\$5,000.00	<i>Collaborative Problem Solving, Motivational Interviewing, Medication Administration, Introduction to SPMI, etc.</i>
STAFF RECRUITMENT	\$400.00	<i>ZipRecruiter</i>
FURNITURE & FURNISHINGS	\$20,000.00	<i>Beds, Desks, Tables, Couches, Chairs, Decorations, Televisions, Outdoor Furniture</i>
OFFICE EQUIPMENT	\$7,500.00	<i>2 Computers, All-In-One Printer, Router, 2 Phones, 2 Desks, Filing Cabinets</i>
APPLIANCES	\$0.00	<i>Estimated costs included within budget line-item Property Acquisition.</i>
KITCHEN EQUIPMENT	\$2,000.00	<i>Mixer, Blender, Toaster, Microwave, Pots/Pans, Flatware, Silverware</i>
UTILITIES	\$1,000.00	<i>2 Months: Comcast-Phone, Internet, Television, Water, Sewer, Garbage, Electricity</i>
PROPERTY, LIABILITY, WORKERS COMPENSATION, AND AUTOMOBILE INSURANCE	\$0.00	<i>Estimated costs included within budget line-item(s) for Development.</i>
VEHICLE	\$34,565.00	<i>New Kia Carnival</i>
ADA EQUIPMENT	\$0.00	<i>Estimated costs included within budget line-item Renovation/Construction, and TBD for specific equipment based on need.</i>
TOTAL	\$86,117.00	
TOTAL PROJECT PROPERTY ACQUISITION & DEVELOPMENT/RENOVATION & START-UP COSTS (ESTIMATION)	\$902,501.00	

*TBD = To Be Determined

Exhibit I - Marion County Disbursement Request

	Recipient:	Project Number:
	Project Name:	Date:
	Funding Program:	Final Draw? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Assistance Listing (CFDA#):	

Reporting Period:	to	
-------------------	----	--

(A) Category	Marion County Funds				Other / Matching Funds				(J) = [C+D+G+H] Disbursed & Expended
	(B) Approved Budget (Whole Dollars)	(C) Prior Disbursements	(D) Current Request (Linked to Detail)	(E) = [B-C-D] Balance	(F) Approved Budget (Whole Dollars)	(G) Prior Expenditures	(H) Current Expenditure	(I) = [F-G-H] Balance	
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 #

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 for review and processing of disbursement.
 Questions about this form can also be directed to NNeuvenheim@co.marion.or.us.



Marion County
OREGON
Health & Human Services

EXHIBIT J
MARION COUNTY GRANT AGREEMENT

Reallocation of Funding Request

Behavioral Health Housing Investment Fund

Grant Agreement: _____

Reallocation of the budget must remain within the not-to-exceed amount of \$1,200,00.00. In addition to the written justification, provided in this form, grantee must provide documentation of the need for reallocation.

Description of service	Budgeted Amount	Reallocation

Provide justification for reallocation of funding below:

Grantee Name: _____ Date: _____

Grantee Signature: _____

Program Supervisor Signature: _____ Date: _____

Approved Not Approved: _____