

REVIEWED
LEGAL COUNSEL



For Recording Stamp Only

LEASE

This Lease is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor") and **MOSAIC MEDICAL**, a Federally-Qualified Health Center, LLC / Oregon Non-Profit Organization ("Lessee").

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Property commonly known as the "North County Campus" at 244 NW Kingwood Avenue, Redmond, Oregon, 97756 - approximately One Thousand Three Hundred Eleven (+/- 1,311) square feet of space, as shown in Exhibit A Room Numbers as follows: 106, 107a, 107b, 108a, 108b, 109a, 109b, 110a, 110b, 112, 113, 114

Lessee shall be entitled to use of common areas, such as conference rooms, breakrooms, lobby, and restrooms.

The Parties agree that the terms of this Lease are as follows:

1. Occupancy.

- a) Term. The effective date of this Lease shall commence upon final signature, and shall continue until June 30, 2028, or five (5) years. The initial Term and Renewal Options subject to an active operational Memorandum of Understanding (MOU) known as Deschutes County Document No. 2023-219 and subsequent amendments or most current and future agreed upon Memorandum of Understanding(s). Agencies' agree that the effective date of this MOU is on or about July 1, 2023 unless renewed or terminated, this MOU shall terminate June 30, 2025.
 - i. A prior Memorandum of Understanding was executed between the County and Mosaic Medical (Deschutes County Document No. 2022-751) to memorialize a payment in the amount of Two Hundred Fifteen Thousand (\$215,000) Dollars from Mosaic Medical to the County for the cost of tenant improvements.
- b) Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.
- c) Renewal Options. Except as otherwise provided in this Lease, if the Lessee is not then in default and with Lessor's approval, Lessee has the option to renew this lease for two (5) five year periods, additional and consecutive, by giving at least sixty (60) days written notice to Lessor prior to the expiration of the lease term. The subsequent options are as follows:

Renewal Option 1: July 1, 2028 through June 30, 2033
Renewal Option 2: July 1, 2033 through June 30, 2038

2. Rent. In exchange for the benefit the Lessee provides as services to the general public in conjunction with the services also provided therein by Deschutes County Health Services programs, Lessor shall not charge Lessee rent during the term of this Lease. However, pursuant to Section 9 Utilities and Service, of this Lease, Lessee shall pay a proportionate share of the overall building utility costs (see Section 9 Utilities and Services).
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, Mosaic Medical Primary Care Clinic. Lessee shall operate the Clinic pursuant to the provisions of the MOU for services, and the Lessee shall provide and be solely responsible for all necessary materials and supplies for operation of the Clinic as that use described in Exhibit B. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lease's written consent in advance.
4. Parking. Lessee's employees and staff shall have exclusive right to access and utilize permitted vehicle parking spaces in County parking lots on the Premises. Required parking permits must be obtained from the Deschutes County Facilities Department 541-330-4686. Lessee's employees will be required to adhere to the County Parking Policy and Regulations regarding parking in designated employee parking spaces as described in Exhibit C, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a) Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b) Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
 - c) Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - d) Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
 - e) Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
 - f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this Lease as Exhibit "C" and by reference are incorporated herein.

- g) Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- h) Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 7. (h) will survive the expiration or termination of this Lease.

6. Alterations.

- a) Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Landlord warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b) Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. All alternations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c) Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d) ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 19980("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Building. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any

obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Building.

7. Lessee's Obligations. The following shall be the responsibility of the Lessee.

- a) Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers or invitees.
- b) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.
- c) If Lessee does not qualify for tax exemption or is denied tax exemption status, Lessee agrees to a pay a pro-rata share of property taxes, assessments and special assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof.
- d) Lessee agrees to pay prior to delinquency all taxes assessed against and levied upon Lessee owned alterations and utility and data installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- e) On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the main entrance door to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. Repairs, Maintenance and Replacement.

- a) Lessor's Obligations. The following shall be the reasonability of the Lessor. Lessor will repair, maintain and replace the following as needed at the sole discretion of the Lessor.
 - i. Roof and gutters, Building exterior (including paint), bearing walls, fire systems including fire extinguishers, structural members, floor slabs, and foundation.
 - ii. Sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or tenants of other portions of the same Building.
 - iii. HVAC
 - iv. Mechanical systems, electrical systems, plumbing systems up to the point of the Premises.
- b) Lessee's Obligations. Lessee shall repair and maintain Premises in good working order. Lessee will timely repair and maintain the following as needed.
 - i. Interior walls, ceilings, doors and windows and related hardware, electrical including wiring, light fixtures and switches (including replacement bulbs), outlets, and plumbing from the point of entry to the Premises.
 - ii. Carpet and other flooring, and hard surfaces including countertops and casework.
 - iii. Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients and invitees.
 - iv. Any repairs or alternations required under Section 6 to comply with laws and regulations as set forth in Section 5.

- c) Lessor’s Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
 - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor’s activities performed in conformance with this provision.
- d) Inspection of Premises. Except in the case of an emergency, Lessor shall provide 24 hours’ notice to Lessee to inspect the Premises to determine the necessity of repair or maintenance of Premises or a portion of the building or replacement of such, which affects the Premises.

9. Utilities and Services.

- a) Lessor shall provide adequate heat, electricity, water, air conditioning, snow removal, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building. Lessee shall pay an initial sum of \$175.15 per month (based on estimated utility study result of (1.336/sf/mo), commencing upon final signature the date through June 30, 2028 as listed below as its proportionate share of the overall Building utility costs. This amount shall increase by four percent (4%) each year, commensurate on July 1, 2024. The utility payment shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property Management, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the utility payment shall be pro-rated. An annual invoice may be made and provided upon request.

Utility Payment Schedule:

Initial Period:	July 1, 2023 – June 30, 2028 (5 Year Term)			
	Year	Period	Per Month	Per Year
	Year 1	July 1, 2023 to June 30, 2024	\$175.15	\$2,101.80
	Year 2	July 1, 2024 to June 30, 2025	\$182.16	\$2,185.87
	Year 3	July 1, 2025 to June 30, 2026	\$189.44	\$2,273.30
	Year 4	July 1, 2026 to June 30, 2027	\$197.02	\$2,364.23
	Year 5	July 1, 2027 to June 30, 2028	\$204.90	\$2,458.80
Renewal Option 1	July 1, 2028 – June 30, 2033 (5 Year Term)			
	Year 6	July 1, 2028 to June 30, 2029	\$213.10	\$2,557.16
	Year 7	July 1, 2029 to June 30, 2030	\$221.62	\$2,659.44
	Year 8	July 1, 2030 to June 30, 2031	\$230.48	\$2,765.82
	Year 9	July 1, 2031 to June 30, 2032	\$239.70	\$2,876.45
	Year 10	July 1, 2032 to June 30, 2033	\$249.29	\$2,991.51
Renewal Option 2	July 1, 2033 – June 30, 2038 (5 Year Term)			
	Year 11	July 1, 2033 to June 30, 2034	\$259.26	\$3,111.17
	Year 12	July 1, 2034 to June 30, 2035	\$269.63	\$3,235.62
	Year 13	July 1, 2035 to June 30, 2036	\$280.42	\$3,365.04
	Year 14	July 1, 2036 to June 30, 2037	\$291.64	\$3,499.64
	Year 15	July 1, 2037 to June 30, 2038	\$303.30	\$3,639.63

- b) Lessee shall provide its own janitorial services for the Premises and shall have access to a janitorial closet. Lessee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Lessee's use of Premises.
- c) Lessee shall be responsible for providing all communications services and amenities necessary for operation of the Clinic, including but not limited to: telephone, internet, television and all wireless communications. Access to the data server room shall be allowed only as authorized by Deschutes County Information Technology Services. All such installations shall be coordinated with Deschutes County Information Technology Services. Any County provided internet, phone, or other services will have additional monthly charges for installation, hardware, and service charges and may not be available.
- b) Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

11. Liens.

- a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- b) Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

12. Insurance.

- a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- b) Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.
- c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.
- d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional

insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease.

- e) Lessee shall provide to Lessor proof of workers compensation insurance, upon request.

- f) Indemnification. Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their officials, officers, agents, employees, clients and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

- g) Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successor's or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance provider/company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver or subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each Party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

- h) Lessee acknowledges that Lessor is self-insured.

13. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

14. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

15. Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

16. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the

payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

17. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
----------------	---	--

<u>Lessee.</u>	Mosaic Medical Attn: Megan Haase 600 SW Columbia Street, Suite 6210 Bend, OR 97702 Phone: 541-408-9567 Email: Megan.haase@mosaicmedical.org
----------------	---

18. Assignment. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
19. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
20. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
21. Counterparts. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
22. Severability. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Lease will not be impaired.
23. Governing Law. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
24. Venue. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
25. Entire Agreement

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL 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 LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS

EXHIBIT A
Floor Plan with Room Numbers

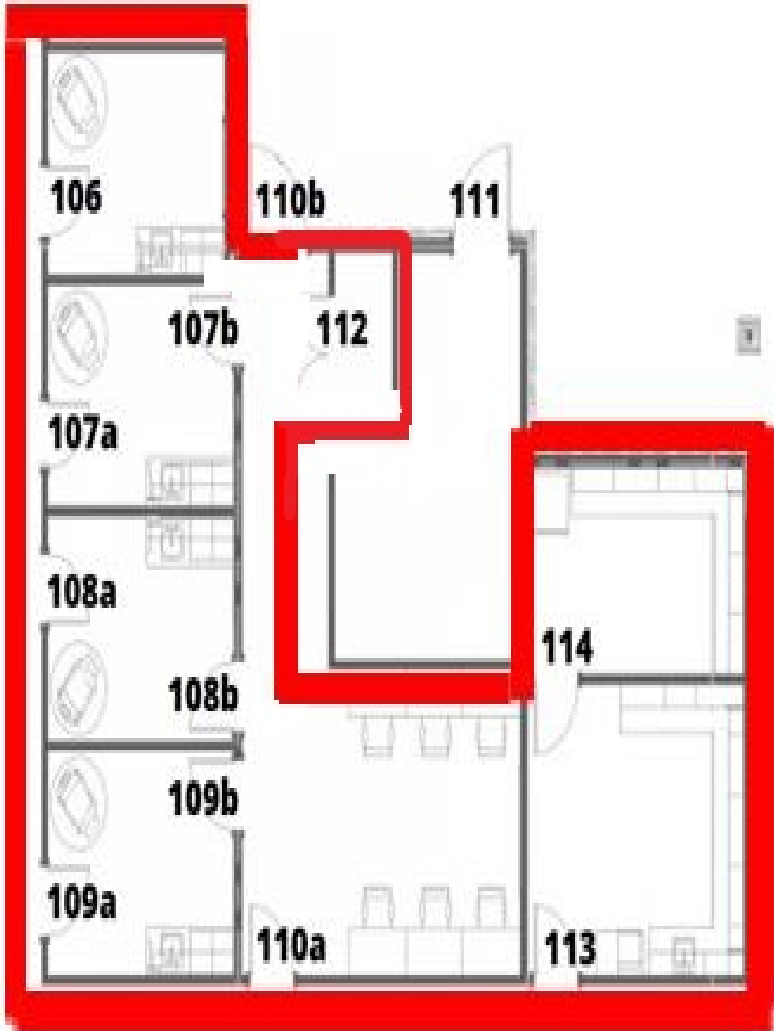
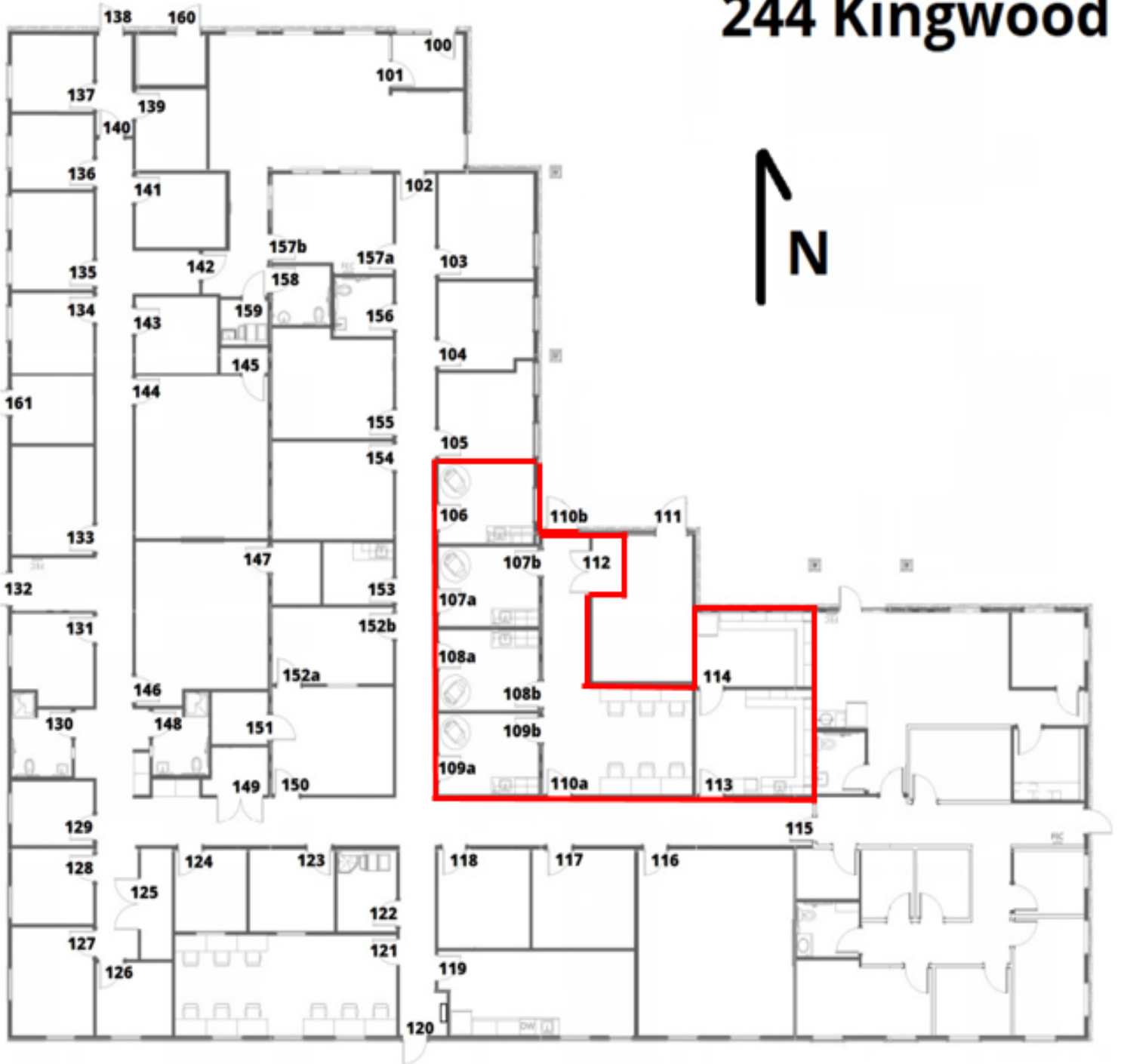


EXHIBIT A

Building Floor Plan with Room Numbers

244 Kingwood



Signature pages follow

LESSOR:

Dated this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE - CHAIR

ATTEST:

PATTI ADAIR – VICE-CHAIR

Recording Secretary

PHIL CHANG - COMMISSIONER

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared PATTI ADAIR, ANTHONY DEBONE, and PHIL CHANG, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this _____ day of _____, 2023


_____ My Commission Expires: _____
Notary Public for Oregon

Signature Page Follows

LESSEE:

Dated this 2 day of June, 2023

MOSAIC MEDICAL

By 
Megan Haase, CEO
Mosaic Medical

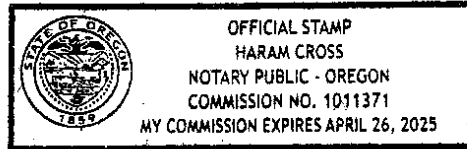
STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared MEGAN HAASE the above-named CEO of Mosaic Medical, and acknowledged the foregoing instrument on behalf of Mosaic Medical.

DATED this 2nd day of June 2023


Notary Public for Oregon

My Commission Expires: April 26, 2025





REVIEWED
DHO
DHS
 LEGAL COUNSEL

EXHIBIT B

**Memorandum of Understanding
 #2023-219**
 Deschutes County Health Services
 And
 Mosaic Community Health

The purpose of this Memorandum of Understanding (MOU) is to identify care coordination expectations and to set forth the responsibilities of Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Behavioral Health Division, and Mosaic Community Health, a Federally-Qualified Health Center, collectively referred to as "Agency" or "Agencies." The spirit of this MOU is one of partnership and collaboration while assisting in facilitation of wellness and recovery.

DEFINITION OF PROGRAM

Mosaic Community Health (Mosaic) operates healthcare clinics to serve residents of Central Oregon and Deschutes County Health Services (DCHS) provides Behavioral Health Services to Deschutes County clients. Mosaic and DCHS have agreed to co-locate at the North County Services Building, located at **244 Kingwood, Redmond, OR 97756**, also known as Kingwood Health Center, to provide care for interested clients, which is a DCHS owned facility.

TERM AND TERMINATION

1. Agencies' agree that the effective date of this MOU is on or about **July 1, 2023** unless renewed or terminated pursuant to items 2 and 3 below this MOU shall terminate **June 30, 2025**.
2. Either party may terminate this MOU at any time with or without cause by providing a thirty (30) day written notice.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Mosaic Community Health	Deschutes County
Mosaic Community Health	Deschutes County Health Services
600 SW Columbia Dr., Suite 6210	2577 NE Courtney Drive
Bend, OR 97702	Bend, OR 97701
Attn: Steve Strang	Attn: Holly Harris
Phone: 541-788-6470	Phone: 541-322-7508
Fax: 541-383-1883	Fax: 541-322-7565
Steve.strang@mosaicmedical.org	holly.harris@deschutes.org cc: grace.evans@deschutes.org

4. If not formally terminated by either party, this MOU becomes null and void ninety (90) days from the last date services were provided by the DCHS Supplied Personnel, or from the effective date if no services were provided.

RESPONSIBILITIES OF EACH AGENCY

1. Confidentiality. In addition to the obligations imposed upon each party by Exhibit A, the obligations of nondisclosure and confidentiality will extend for a period of twelve (12) months after the termination of this MOU but will not apply with respect to information that is independently developed by the parties, lawfully becomes part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
2. Each Agency agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). Neither party will use or further disclose Protected Health Information (PHI) (as defined by 45 CFR 160.103), other than is permitted by HIPAA Requirements and in terms of this MOU. Parties agree to also comply with Oregon State laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to PHI.

3. When requesting information regarding a client/patient, both Agencies agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2.
4. Each Agency will access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, both Agency's agree to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
5. Each Agency is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Agency shall defend, indemnify, and hold harmless the other Agency for claims arising from the actions of the Agency, its officials, employees and agents.
6. Any compliance issues, complaints or conflicts between Agencies related to this MOU and not resolved through initial discussion between the Agencies shall be submitted in writing to each agency's respective directors or designee. Each agency will conduct fact finding and facilitate a compromise and/or initiate mediation. If any litigation or legal arbitration is necessary to enforce terms of this MOU, each agency will be responsible for their own legal fees and costs.
7. RESPONSIBILITIES OF DESCHUTES COUNTY HEALTH SERVICES (DCHS)
 - A. Coordinate and manage care of mutual clients including service transition.
 - B. Provide services consistent with requirements of privacy, confidentiality and consumer preference.
 - C. Participate in joint multidisciplinary efforts.
 - D. Provide relevant information around new developments and changes pertinent to integrated patient health care.
 - E. Endeavor to understand partner agency culture, philosophy and rules of operation.
8. RESPONSIBILITIES OF MOSAIC COMMUNITY HEALTH (Mosaic)
 - A. Mosaic agrees to the following expectations:
 - Ensure some capacity for same day primary care access for shared clients;
 - Ensure client referrals are supported and reciprocal with DCHS;
 - Prioritize service and other integration opportunities with DCHS;
 - Establish regular meeting to collaborate regarding shared clients, coordination of care, and facility safety practices.
 - B. Provide primary health care for mutual and exclusive clients.
 - C. Have a Primary Care Provider onsite for a minimum of # 30 hours per week.
 - D. Coordinate and manage care of mutual clients including service transition.
 - E. Coordinate and manage internal Mosaic transfers as appropriate.
 - F. Provide Primary Care Provider (PCP) and medical assistant staff.
 - G. Provide services consistent with requirements of privacy and confidentiality.
 - H. Participate in joint multidisciplinary efforts.
 - I. Provide relevant information around new developments and changes pertinent to integrated patient health care.
 - J. Endeavor to understand partner agency culture, philosophy, and rules of operation.

**DESCHUTES COUNTY HEALTH SERVICES
MEMORANDUM OF UNDERSTANDING
DOCUMENT NO. 2023-219**

SIGNATURE PAGE

This MOU and attached Exhibit constitute the entire agreement between the parties and shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action or suit between DCHS and Mosaic that arises out of or relates to the performance of this MOU shall be brought and conducted solely and exclusively within the circuit court of Deschutes County, Oregon. This MOU is executed on behalf of the Deschutes County Health Services, Behavioral Health Division, and Mosaic Community Health through the undersigned representatives.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates set forth below their respective signatures.

Signature: *Holly Harris*
Holly Harris (Jun 9, 2023 17:30 PDT)

Email: holly.harris@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County

Signature: *Megan Haase*
Megan Haase (Jun 9, 2023 13:47 PDT)

Email: megan.haase@mosaicmedical.org

Title: CEO

Company: Mosaic Community Health

Exhibit A
Business Associate Agreement
#2023-219

This Agreement is entered into by and between **Mosaic Community Health** (“Covered Entity” or “CE”) and Deschutes County Oregon, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services, (“Business Associate” or “BA”) to set forth the terms and conditions under which *protected health information* (“PHI”), as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and HITECH Act of 2009, created or received by Business Associate on behalf of Covered Entity, may be used or disclosed. Any terms used in this Agreement, that are not otherwise defined herein, shall have the meaning those terms are given in HIPAA and the HITECH Act.

This Agreement shall commence on or about **June 1, 2023** and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of CE and until all PHI created or received by Business Associate on behalf of Practitioner is destroyed or returned to CE.

Definitions

Catch-all definition:

The following terms used in this agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Records Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected health Information, and Use.

Specific definitions:

- (a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Deschutes County Health Services.
- (b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Mosaic Community Health.
- (c) **Health Care Component.** A Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, access, uses or maintains PHI, and that Deschutes County has designated as HIPAA-covered component of the County.
- (d) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Contract and by the HITECH Act, or as Required By Law. BA may use and disclose CE’s PHI only if such use or disclosure is in compliance with each applicable requirement of state and federal law, including the HIPAA privacy rule’s Business Associate Contract standard [sec. 164.504(e)].
- b. Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual’s PHI unless Covered Entity obtained a valid Authorization from the Individual including a specification of whether the PHI can be further exchanged for remuneration by the receiving entity. Exceptions apply, as described in the HIPAA Privacy Rule and the HITECH Act.
- c. Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a non-healthcare related or third-party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication; or (ii) Covered Entity obtained a valid Authorization from the Individual. Exceptions apply, as described in the HITECH Act, and including when BA makes such communications on behalf of Covered Entity, within the scope of the BA contract, and receives payment for such work.
- d. Business Associate agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of Protected Health Information excluding direct identifiers, as defined in sec. 164.514(e)(2) of the HIPAA privacy rule; or, if needed by the entity, (ii) the minimum necessary Protected Health Information to accomplish the intended purpose of the use, disclosure, or request. BA agrees that, prior to a disclosure, the BA shall determine what

constitutes minimum necessary PHI to accomplish the intended purpose. Exceptions described in sec. 164.502(b)(2) apply.

- e. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- f. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- g. Business Associate recognizes that the administrative, physical, and technical standards and implementation specifications of the HIPAA security rule (45 CFR sections 164.308, 164.310, 164.312, and 164.316) apply to the BA in the same manner that it applies to a Covered Entity.
- h. Business Associate recognizes that civil and criminal penalties for violation of the HIPAA security rule shall apply to a BA in the same manner as they apply to a CE.
- i. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
- j. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware.
- k. Business Associate agrees to report to Covered Entity any security incident involving Protected Health Information of which it becomes aware.
- l. Business Associate shall, following the discovery of a privacy or security breach of unsecured PHI, notify the CE of such breach by/within thirty (30) days. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach.
- m. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) Business Associate agrees to ensure that any agent, including subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply through this Contract to the Business Associate with respect to such information.
- n. Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner agreed, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 *CFR* § 164.524.
- o. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed.
- p. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner agreed, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.
- q. Business Associate agrees to restrict disclosure of an Individual's Protected Health Information as would be required of or agreed to by Covered Entity at the request of an Individual, in the time and manner specified.
- r. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified by the CE, provided that such use or disclosure would not violate the HIPAA Privacy Rule or HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 and the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or HITECH Act if done by Covered Entity.

Term and Termination

- a. Term. The Term of this Business Associate Agreement shall be effective as of the effective date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
4. Business Associate shall have the same duty to cure, terminate, or report violations to the Secretary as the Covered Entity.

c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009.
- c. Survival. The respective rights and obligations of Business Associate under this Contract shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and the HITECH Act.

Exhibit C



Deschutes County Administrative Policy No. GA-7
Effective Date: January 23, 2013

TOBACCO-FREE FACILITIES AND GROUNDS

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure a tobacco-free environment through positive and educational messaging that promotes the long-term health and safety of Deschutes County employees and the public.

Smoking and the use of other tobacco products is the number one cause of preventable death in the United States. Secondhand smoke exposure is also a major health risk. In addition to the direct health risks of smoke inhalation, smoking is estimated to be the number one cause of fire-related death and injury in the United States, and is a major cause of wildland fires. The environmental impact of smoking is also large as toxic cigarette filters are the most frequently littered item in the United States, and have negative impacts on the environment and wildlife.

APPLICABILITY

This policy applies to all Deschutes County employees, volunteers, clients, visitors, and vendors. It is not the intent of this policy to shift tobacco use to neighboring private property without the owner's consent.

DEFINITIONS

For the purposes of this policy, unless otherwise specified, the following definitions shall apply:

- Tobacco-free: Tobacco is neither smoked, ingested, nor used in any manner.
- Tobacco: Cigarettes, cigars, pipes, and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic cigarettes, excluding FDA-approved nicotine replacement therapy products for the purpose of tobacco cessation.

POLICY AND PROCEDURES

1. Tobacco-Free Facilities and Grounds - the use of all tobacco products is not permitted at any time within any interior space of facilities owned or occupied by Deschutes County; on all outdoor property or grounds owned or occupied by Deschutes County, including parking areas; in private vehicles while on Deschutes County property; and in vehicles owned by Deschutes County.
2. Communication of Policy - signs will be used to designate a Deschutes County owned or occupied facility as a "Tobacco-Free Property." Signs bearing this message will be clearly posted at the perimeter of the property, at each vehicular and pedestrian entrance, and at other prominent locations. Each building owned or occupied will also display a decal that states "Tobacco-Free Building" at each entrance or exit. Any additional language on these signs should promote the success of the policy through education and be delivered in a positive tone. The Property and Facilities Department will be responsible for signage.

The tobacco-free policy applies at all facilities and grounds owned or occupied by Deschutes County regardless of whether or not signs are posted.

3. Tobacco Use Cessation Support - Deschutes County is committed to providing tobacco use cessation support to all Deschutes County employees who wish to stop using tobacco products. Tobacco use cessation resource information will be provided to any employee who expresses an interest in seeking help to stop using tobacco products. Deschutes County volunteers, contractors, clients and visitors may be referred to the Oregon Tobacco Quit Line (1-800-QUIT-NOW [English] or 1-877-2NO-FUME [Spanish]), which is a free tobacco cessation resource.
4. Responsibilities - adherence to this policy is the responsibility of all Deschutes County employees. Contractors, clients, students, visitors, and others must also comply with this policy while on Deschutes County-owned property. Employees who do not conform to this policy may be subject to discipline. Contractors in violation of this policy will be reported to their supervisor at the contracting organization.
5. Supervisory Responsibilities - this policy will be enforced through administrative action by supervisors and managers. In general, supervisors are responsible for ensuring that employees under their direction are aware of the policy and comply with it and for taking appropriate action to correct noncompliance. Supervisors are responsible for ensuring that all employees are notified of the new policy and receive a copy of the policy. Any person who observes violations of the policy may report these violations to the supervisor of the employee in question.
6. Success of Policy - the success of this policy is the shared responsibility of all Deschutes County personnel. Employees are provided with materials to help communicate this policy to co-workers, volunteers, contractors, clients and visitors with courtesy, respect, and diplomacy.

This policy is operationalized by providing education and support rather than strict enforcement, especially with the public in areas where there is a limited presence of Deschutes County personnel.

Deschutes County's Tobacco Prevention & Education Program Coordinator at the Health Services Department is responsible for providing educational materials, employee training, and technical assistance; addressing policy related questions, feedback, and concerns; and ongoing monitoring of this policy.

Approved by the Deschutes County Board of Commissioners on January 23, 2013.



Tom Anderson
Interim County Administrator



Deschutes County Administrative Policy BLDG-4
Effective Date: January 24, 2007

EMPLOYEE AND VISITOR PARKING

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure adequate visitor parking by requiring employee and employees of tenants in county buildings to park only in those areas designated for permit parking.

APPLICABILITY

This policy applies to all Deschutes County employees and to non-county employees who work in County buildings. Elected officials are exempt from this policy but are encouraged to adhere to its intent.

POLICY AND PROCEDURE

In General

For the purpose of this policy statement, County parking lots referred to will be limited to the following areas and that are highlighted on the parking lot map (Attachment A):

- | | |
|--|---|
| A) Area "A" Parking
County/State north employee lot | D) Area "D" Parking
Wall St. employee lot |
| B) Area "B" Parking
County/State east employee lot | E) Area "E" Parking
County/State Fleet Vehicle lot |
| C) Area "C" Parking
Harriman St. employee lot | F) Area "F" Parking
CDD Fleet Vehicle lot |

The parking regulations for County employees and employees of County tenants are as follows:

1. Employee parking is provided free of charge to all County employees and employees of County tenants.
2. All of the parking lots listed above will be patrolled on a regular basis. A Notice of Parking Violation will be issued to County employees or employees of County tenants who violate the parking policy.
3. At various locations there are parking spaces that are marked "Restricted". Any County employee or employee of County tenant who parks their vehicle there and are not authorized to do so will be subject to a Notice of Parking Violation.
4. Customers who are conducting business at County offices are encouraged to park their vehicles in the spaces that are allocated for visitor parking. However, if there are not adequate parking spaces available for customers, they have the right to park in the "Permit Parking" areas.

5. All County employees and employees of County tenants will have a Deschutes County parking sticker for each of their private vehicles. This sticker shall be placed on the front windshield on the lower right hand corner. If the windows are heavily tinted the sticker may be placed in the rear window, lower right hand corner. The parking sticker shall be visible at all times that the vehicle is parked in any of the above listed County employee parking lots. The sticker number, license plate number, owner's name, day time phone number and department shall be provided to Building Services. Any changes of vehicle, change of department, or discontinued employment by the vehicle owner shall be reported to Building Services.
6. All County employees and employees of County tenants shall park in the parking spaces that are clearly signed "Permit Parking Only." Any County employee or employee of a County tenant that parks his or her private vehicle in "Visitor Parking" will be issued a Notice of Parking Violation.
7. All County and State fleet vehicles are to be parked in the designated fleet parking areas only.

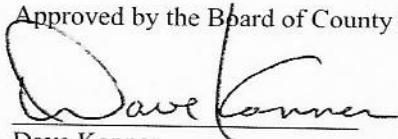
Procedure When Notice of Violation is Issued

Elected officials, department heads and managers are charged with the responsibility of making employees aware of the rules and regulations of this policy.

Employees have a shared responsibility with management to work consistently toward following the rules and regulations of this policy. When a Notice of Parking Violation is issued to an employee vehicle, a copy of the notice shall also be sent to the employee's supervisor. The supervisor shall be responsible for counseling the employee about the terms of this policy and placing the notice of violation in the employee's personnel file.

An employee who receives three notices of violation within a 24-month period may be subject to disciplinary action as provided by the applicable collective bargaining agreements or by the County Personnel Rules, as appropriate.

Approved by the Board of County Commissioners January 24, 2007.



Dave Kanner
County Administrator




Department of Administrative Services
Dave Kanner, County Administrator

1300 NW Wall St, Suite 200, Bend, OR 97701-1960
[541] 388-6570 - Fax [541] 385-3202
www.co.deschutes.or.us

JULY 27, 2007

TO: ALL DESCHUTES COUNTY EMPLOYEES

FROM: DAVE KANNER, COUNTY ADMINISTRATOR 

RE: FRAGRANCES IN THE WORKPLACE

Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, it is asked that employees voluntarily refrain from using scented cleaning products; or wearing scented products, such as cologne and aftershave, perfume, scented lotions and other similar products during working hours.

FACILITIES MAINTENANCE POLICY

STATEMENT OF POLICY

It is the policy of Deschutes County to maintain continuity and appearance of county facilities, facilitate ease of maintenance, extend the life of assets, comply with safety protocols, and to establish consistent standards for use of County facilities.

APPLICABILITY

This policy applies to all County personnel and all other individuals who use County facilities.

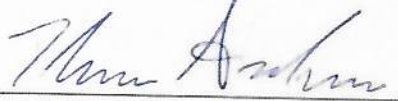
POLICY AND PROCEDURES

1. Where feasible, full-height panels systems instead of hard walls will be used to create separation of spaces. This will allow flexibility in the future if the space needs to again be reconfigured.
2. Animals are not allowed in County facilities, including County vehicles. The exceptions are certified service animals and treatment animals that are both licensed and insured. Fish tanks are permitted.
3. Space heaters are not permitted unless required for medical reasons. Heaters upset the heating/cooling systems and the electrical system and can become fire hazards. If an individual heater is approved, it will be provided by Property & Facilities. Appliances that do not have automatic shutoffs (such as certain types of coffee makers) are prohibited.
4. No items are to be attached to the ceilings. Items such as plants, decorative lights, and other types of decorations are not to be hung on the ceiling or attached to the ceiling grid. These types of items can block required emergency signage and notification devices or sprinkler heads, and may put too much strain on the ceiling grid.
5. All furniture purchases must be ordered through the Property & Facilities Department. The furniture will be pre-assembled and will consist of a standard finish to match existing County furniture. Desk and work surfaces will be height adjustable by crank, electric motor, or torsion lever.
6. Chair mats are required at all desk areas to reduce the wear and tear on carpets.
7. County buildings and individual offices are to be painted the standard color(s) as established by Property & Facilities. All painting must be conducted by Property & Facilities.

8. Property & Facilities will establish the standards for window treatments, light fixtures, flooring, laminate, and other finishes. Property & Facilities will be responsible for ordering and installing these items.
9. Services of outside contractors (such as electricians) will be acquired by Property & Facilities. Individual employees or departments should not hire contractors to perform work in County facilities.
10. Work requests for routine maintenance are to be submitted through the electronic work order system.
11. All requests for remodels, construction, or office reconfigurations are to be submitted to the Director of Property & Facilities. Oversight and management of capital construction projects for facilities that are intended for tenancy or occupancy is to be centralized within the Property & Facilities Department. Departments that oversee facilities that are not occupied such as landfills and roads are responsible for their own capital construction oversight and management, although Property & Facilities may be engaged to act in a consultant role if requested by the managing department.

Any exceptions to this policy must be approved by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners May 25, 2016.

 5-25-16

Tom Anderson
County Administrator



Deschutes County Administrative Policy No. BLDG-5
Effective Date: 6/7/10

COUNTY FACILITIES USE POLICY

STATEMENT OF POLICY

It is the policy of Deschutes County that the primary and priority use of county facilities is for county and/or government-associated activities. Nonprofit organizations may use county facilities during normal business hours only, subject to availability, and in accordance with the provisions of this policy.

APPLICABILITY

This policy applies to all users of Deschutes County buildings and property, including equipment, furniture, and fixtures with the exception that public safety facilities are excluded from this policy.

DEFINITIONS

For the purpose of this policy, unless otherwise specified, the following definitions shall apply:

"County facilities" means real property that is owned by Deschutes County, including but not limited to, buildings, facilities, or land which is fenced, enclosed, or otherwise developed and any associated grounds.

"Direct Affiliation" means a board, commission, committee, or working group formed by and conducting business on behalf of Deschutes County and to whom a Deschutes County employee may regularly report.

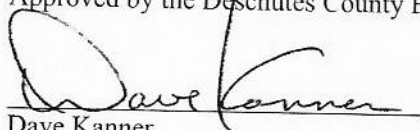
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

POLICY AND PROCEDURES

1. County facilities are to be reserved on a first-come basis with priority given first to Deschutes County departments and programs, secondly other government agencies and persons and groups having a direct affiliation with Deschutes County such as the Deschutes County Planning Commission, Community Corrections Advisory Committee, Mental Health Advisory Board, etc., then thirdly to nonprofit organizations.
2. County facilities are available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official county holidays. The only function that may be held after normal business hours are those having a direct affiliation with Deschutes County or have a department sponsor, including having a County employee from this department in attendance.
3. All meetings and programs offered by non-government users must be free and open to any member of the public. Items and/or services may not be sold (excluding meals) unless it is for a charitable purpose.
4. Persons who wish to use county facilities must schedule no more than forty-five (45) days in advance by completing the County Facility Use Application and Agreement. The County reserves the right to reschedule or cancel non-county meetings at any time if the room becomes necessary to conduct county business.

5. Arrangements can be made for use of county-owned equipment at the time of application. There is no guarantee that County staff will be available to operate this equipment during non-county meetings. The applicant is responsible for damage to any equipment and shall be assessed reasonable fees for repair or replacement, as required.
6. The user of the meeting room is responsible for set-up, take-down, and clean-up in accordance with the County Facility use Application and Agreement.
7. Failure to comply with this facilities use policy may result in withdrawal of use privileges.
8. Exceptions to this facilities use policy may be granted by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners June 7, 2010.



Dave Kanner
County Administrator



PREVENTION OF VIOLENCE IN THE WORKPLACE

STATEMENT OF POLICY

It is the policy of Deschutes County that there is zero tolerance of threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals on County worksites or as part of County work activities.

APPLICABILITY

This policy applies to all Deschutes County employees and volunteers.

POLICY AND PROCEDURES

Definitions

- A. Harassment: A form of behavior that to a reasonable person is intimidating, hostile, threatening, violent, abusive or offensive.
- B. Threat or Threatening Behavior: A physical, verbal, or written act that expresses, or is reasonably perceived as expressing, an intent to cause physical or psychological harm, or both, to anyone covered by this policy, or an act that is reasonably perceived as expressing intent to cause damage to property.
- C. Worksite: Any place where Deschutes County conducts business. This includes County-owned or leased offices or buildings, County-owned vehicles, personal vehicles when used within the course and scope of conducting Deschutes County work, clients' homes, and other locations where Deschutes County business is being conducted.
- D. Violence or Violent Behavior: A physical, verbal, or written act carried out or caused to be carried out which results, or may result, in physical or psychological harm, or both, to an individual covered by this policy, or damage to property. Examples of violent conduct include but are not limited to physical displays of aggression, such as hitting, pushing, pinching, grabbing, making threatening gestures, or throwing objects. Also covered by this definition are situations in which physical or psychological harm occurs, even if such result was not intended (e.g., horseplay and practical jokes).
- E. Workplace Violence: Includes harassment, threats, threatening behavior, and violence and violent behavior.

In General

Deschutes County will not tolerate threats, threatening behavior, or acts of violence by its officers, employees, agents, or other persons at a worksite against employees, visitors, guests, or other individuals by anyone. The intent of this policy is to maintain safety and security for all people on all County worksites.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts will be removed by law enforcement as quickly as safety permits and shall have no further contact with County employees pending the outcome of an investigation.

Each County employee is empowered to take immediate action by calling law enforcement representatives through 9-1-1 emergency responders, to terminate the behavior in progress. Employees should also report behavior they regard as threatening or violent if that behavior is job-related or might be carried out on a County-controlled site. After addressing immediate concerns, each employee is responsible for notifying his or her immediate supervisor or other Department/Program manager of conduct that may constitute workplace violence. This includes reporting any threats, threatening or violent behavior, or harassment occurring at a Deschutes County worksite or in connection with

Deschutes County employment. The conduct may be that which they have witnessed or received or have been told that another person has witnessed or received.

Following an immediate response to terminate workplace violence, employees are responsible for reporting such conduct, regardless of the relationship between the individual who initiated the threat and the person who was threatened. If a supervisor is notified of a threat, or receives a threat, the supervisor is responsible for immediately notifying his or her supervisor, other affected Department/Program managers, and Risk Management.

Deschutes County will not tolerate retaliation against an employee, volunteer or other County representative who reports or experiences workplace violence. Deschutes County will conduct a prompt investigation of the alleged workplace violence and initiate a timely and appropriate response.

Employees who engage in workplace violence, real or perceived, against co-workers, supervisors, clients, providers, volunteers, or other individuals associated with Deschutes County are in violation of this policy. Violations of this policy by an employee will lead to disciplinary action, which may include reassignment of job duties, suspension, or termination of employment and may include referral to law enforcement authorities and subsequently result in criminal charges.

Deschutes County will also respond to workplace violence where individuals other than employees are involved. Appropriate actions may include suspension or termination of business relationships, suspension or termination of volunteer status, and/or referral to law enforcement authorities and subsequently result in criminal charges and criminal prosecution of the person(s) involved.

Employees who apply for or obtain a protective or restraining order that lists County locations as protected areas must provide copies of any restraining order documents to their direct supervisor. Supervisors must report restraining order documents to Risk Management. Deschutes County has confidentiality procedures that recognize and respect the privacy of the reporting employee(s), to the extent allowable to ensure a workplace free of threatening or violent behavior.

Incident Response and Follow-up

A. If circumstances call for immediate action, and in the employee's judgment any delay caused by first notifying a supervisor may jeopardize his or her, or others' safety, the employee shall immediately obtain the assistance of emergency responders by calling 9-1-1. Most County phones first require dialing 9 for an outside line.

B. In response to threatening or violent behavior, no employee, manager or County representative, shall take any action that will risk his or her own safety or the safety of others in the area. No employee or volunteer should ever attempt to restrain or forcibly evict an armed person or dangerous person from the premises.

C. Any supervisor receiving knowledge of a threat or potential threat of violence shall immediately notify his or her supervisor, unless circumstances call for immediate action, in which case reporting documents shall be prepared immediately after the threat of danger has passed.

D. The supervisor shall notify managers of other departments/agencies at the worksite, or in other locations that may be affected, of clients or visitors who are considered a potential immediate threat. When a supervisor/manager receives knowledge that an individual may pose a threat to employees, the supervisor/manager will provide staff with a safety plan, including a description of the client or visitor, and the steps to take if the individual appears. Risk Management can provide assistance with any departmental safety or response plan.

E. The worksite supervisor shall ensure that the employee receiving any threat or act of violence initiates a "Violence Incident Report Form." If the employee will not be available within 24 hours, the supervisor shall complete the form as thoroughly as possible without input from the employee. When the employee becomes available, the supervisor shall thoroughly update the office copy of the report with additional information.

F. The supervisor shall, within 24 hours, provide a debriefing with affected employees in order to analyze the incident and receive input from employees on necessary corrective action. The supervisor will use this information to complete the supervisor's section of the "Violence Incident Report Form." The supervisor shall obtain the safety committee's review of the incident consistent with the department's established procedure for reviewing other incidents.

G. For acts of violence, or threats perceived by staff to be of a traumatic nature, supervisors are encouraged to meet with all staff, at a time they judge to be appropriate, to review the incident and answer employee concerns. For very traumatic incidents, such as those involving employee injury or threat with a weapon, supervisors shall contact Deschutes County's Employee Assistance Program contractor, and request group counseling. Attendance is voluntary.

H. Action directed towards individuals, other than employees, in violation of Deschutes County's policy, will be at the direction and coordination of Risk Management. If an employee is in violation of this workplace-violence policy, the supervisor may initially consult directly with Risk Management if involving a higher level of management would cause unreasonable delay.

I. The supervisor shall forward, within 24 hours, a copy of the "Violence Incident Report Form," completed as thoroughly as possible, to the Risk Management office. Risk Management will provide incident information to County Administration.

General Protocol/ Prevention Activities

Protocols and prevention activities are established to provide:

- 1) Actions to be taken by Deschutes County management and employees to reduce the threat of workplace violence;
- 2) Steps for departments/programs to take following an incident of violence.

Each department or division will:

A. Designate an employee and alternate for each department as contact in the event of an incident or potential incident; this designation must be updated annually. Each department must develop and post individual policies and procedures specific to that department. Each department must provide training for new employees and volunteers on County and department policies/procedures upon hire. Periodic, ongoing training programs will be provided by Risk Management or as required by Departmental assessment.

B. Notify employees of Deschutes County's zero tolerance for workplace violence by posting County and department policies and procedures in locations visible to employees, contractors, visitors and volunteers, and as well will inform individuals covered by this policy of the requirements and procedures to report all threats or violence encountered during their work with Deschutes County.

C. Inform individuals covered by this policy of the incident response procedure and of the Violence Incident Report Form.

D. Inform individuals covered by this policy that they would not be retaliated against for reporting workplace violence.

E. Report immediately any conduct occurring on a Deschutes County's worksite, or site related to Deschutes County's work activity, which may constitute a threat or act of violence. This includes conduct that is received or witnessed directly or reported by a third party. Every employee or County representative is empowered to take immediate action by calling law enforcement representatives through 911.

F. Notify managers of other Deschutes County departments, or other occupants in co-housed buildings or other locations, who may be affected, of clients or visitors who are considered to pose a potential immediate threat. Deschutes County departments will develop and provide staff with a safety plan, including a description of the client or visitors.

G. Inform employees and volunteers that if they are involved in a non-work related or domestic situation which may pose a risk to the workplace, that they are encouraged to inform their supervisor or Risk Management. This is voluntary. Management will obtain the employee's consent before notifying staff that are determined necessary to carry out a safety plan.

H. Inform employees who apply for or obtain a protective or restraining order that lists County locations as protected areas they must provide copies of any restraining order documents to their direct supervisor, who will in turn provide Risk Management with a copy of the restraining order. Risk Management and/or department managers will evaluate and determine County staff that will be notified to carry out a safety plan.

I. Inform employees, volunteers, contractors, and visitors who witness conduct which may violate this policy they, without fear of retaliation, shall report such conduct in a manner consistent with reporting procedures specified elsewhere in this policy.

J. Understand individual offices are encouraged to review their departmental emergency plan with Risk Management and local law enforcement.

Training Components

A. Risk Management and County departments will assess the level of risk within Deschutes County worksites and provide job-appropriate information and/or training to employees whose job duties are likely to expose them to aggressive persons or threats of violence. Workplace violence training will be provided on a quarterly basis through Risk Management. Risk Management will provide curriculum and invite non-County professionals to present training materials (e.g., training components addressing specific classes of violence including domestic violence awareness).

B. Based on an employee's or volunteer's job duties and reasonably anticipated risk of exposure to threats or acts of violence, some or all of the following training elements shall be included, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

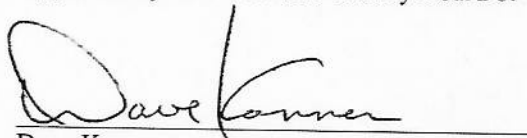
- Identification of warning signs of potentially violent persons.
- De-escalation skills for dealing with aggressive behaviors including the aggressive behavior of mentally ill persons or substance abusers.
- Building security.
- Field work and/or travel safety.
- Home visit safety.

C. Supervisors, or employees with lead roles, and other employees or members of management whose job responsibilities may involve responding to issues of workplace violence, shall receive training or

information on some or all of the following topics, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- Domestic violence--possible indicators of abuse and response.
- How to conduct a critical-incident debriefing.
- How to conduct an investigation, how to complete an incident report, whom to notify within and outside of the department, and how to route the report form.
- Role of Employee Assistance Program.
- Safety-committee role and other levels of review within the department.
- Clarification and training on what behaviors or acts are inappropriate and constitute violence as provided by the definitions.

Approved by the Deschutes County Board of Commissioners July 25, 2007

A handwritten signature in black ink that reads "Dave Kanner". The signature is written in a cursive style with a horizontal line underneath the name.

Dave Kanner
County Administrator

DESCHUTES COUNTY THREAT & VIOLENCE INCIDENT REPORT FORM

FORWARD INCIDENT REPORT TO ERIK KROPP, DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.

Please use this form to report any threat or act of physical violence against a person (whether County employee or non-employee) or any property (whether County or non-County property) on any County site. Add additional sheets as necessary. If you need assistance with this form, please contact your supervisor or Risk Management. This form is available online at the County Risk Management intranet site.

Incident date: _____ Time: _____ Location: _____

Name of employee making this report: _____

Assigned work location: _____ County Phone: _____

Supervisor's name: _____ Supervisor notified? Yes No

Dept. Head: _____ Dept. Head notified? Yes No

Name of victim or identity of property, if different from above: _____

Street address: _____ City _____

State _____ Zip: _____

Relationship of victim to Deschutes County (if applicable): _____

Check applicable incident:

- Physical contact—please specify
- Threatening to harm an individual or the destruction of County property.
- Harassing or threatening phone calls
- Harassing surveillance or stalking
- Possession or use of firearms or other weapons during the incident
- Other—please describe

List witnesses to the incident, name(s) and telephone(s):

Describe the incident:

Specific language of the threat:

Did the incident involve the use of or threaten the use of a weapon other than a firearm? If so, please describe:

Was anyone injured? If yes, please identify the injured persons and describe the injuries:

Name of the person exhibiting threatening or violent behavior, if known:

Street address: _____ City _____

State _____ Zip: _____

Relationship of above listed person to Deschutes County — please describe:

Describe the characteristics of the person exhibiting threatening or violent behavior (gender, height, weight, hair, eye color, voice characteristics, other):

Was there any physical conduct that would substantiate an intention to follow through on the threat? Yes No If yes, please explain:

Who else was involved directly with this incident and what actions did each take?

How did the incident end?

What happened to the person exhibiting threatening or violent behavior and each other person involved after the incident?

What steps were taken to ensure the threat will not be carried out?

What steps could be taken to avoid a similar incident in the future?

Was law enforcement contacted? _____

Responding agency: _____

Officer name: _____

Police case number: _____

Report prepared by:

Signature

Date

Supervisor Signature

Date

**FORWARD COMPLETED/SIGNED INCIDENT REPORT TO ERIK KROPP,
DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.**