REVIEWED

LEGAL COUNSEL

REVOCABLE LICENSE

This REVOCABLE LICENSE ("License") is made as of the last signature affixed hereto ("Effective Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Licensor"), and **BESTCARE TREATMENT SERVICES**, INC., an Oregon **Domestic Nonprofit Corporation ("Licensee")**. Licensor and Licensee are referred to herein as "Party" or "Parties".

Licensor hereby grants to Licensee, a non-exclusive Revocable License ("License") to allow for shared use of County Property described as follows:

Property known as Room 119, +/- 101 square feet, at the South County Services Building, located at 51340 Hwy 97, La Pine, Oregon 97739, along with shared use of common spaces including the break room, conference room, restrooms, lobby, and parking areas. Floor Plan attached hereto and incorporated herein as Exhibit A and Site Plan attached hereto and incorporated herein as Exhibit B, together with necessary ingress and egress for such space ("Premises").

- 1. Occupancy. The Parties agree that the terms of this License are as follows:
 - a. <u>Term.</u> The term of this License shall commence as of the last signature affixed hereto ("Commencement Date") through December 31, 2026 ("Initial Term"). This License and all automatic renewals as defined below, are contingent on an active Deschutes County Memorandum of Understanding ("MOU") or similar contract between the parties outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2024-865. Failure to maintain a current MOU or similar contract may be grounds for default as outlined in Section 15.
 - b. Licensor and Licensee each reserve the right to terminate this License prior to its expiration with Ninety (90) days written notice, given to the other Party.
 - c. <u>Automatic Renewal.</u> Except as otherwise provided in this License, if the Licensee is not then in default and the License has not been terminated in accordance hereof, with Licensor's approval, Licensee has the option to renew this License for Two (2) years by giving at least Thirty (30) days written notice to Licensor prior to the expiration of the Term.
 - The Auto Renewal term will be under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment.
 - ii. The Auto Renewal term will be memorialized by a letter signed by Parties, the Licensor (Deschutes County Property Manager or County Administrator), and Licensee.
- 2. Rent. In exchange for the benefit the Licensee's service provides to the general public, this License is provided for zero cost during the initial and subsequent terms of this License.

3. <u>Use of Premises</u>. The Premises shall be used by Licensee to provide comprehensive addiction medicine services to effectively address opioid use disorder ("OUD"), alcohol use disorder ("AUD"), and, to a limited extent, stimulant use disorder. The Premises shall be used by Licensee for office/operational administrative purposes and to operate a BestCare Addiction Medicine Clinic. Licensee shall operate the BestCare Addiction Medicine Clinic 8-hours per week or as necessary to meet service needs.

Licensee shall provide certain clinical and community services at the Premises, including:

- a. Assessing and managing the use of FDA-approved medication and employing established treatments, such as buprenorphine for OUD and naltrexone for both AUD and OUD.
- b. Supporting patients in their recovery journey.
- c. Following a centered approach that not only assists patients in managing their substance use but also empowers them to cultivate healthier lifestyles.
- d. Assessing and managing Hepatitis C ("Hep C") as part of its integrated care model.
- e. Conducting comprehensive evaluations that include thorough physical exams and necessary laboratory tests to identify patients in need of Hep C treatment. Laboratory testing collected and performed on Premises shall only include Urinalysis ("UA") Tests, all other laboratory testing will be referred out for collection and performed off site.
- f. Addressing not only the substance use disorders themselves but also any associated health concerns, fostering a path towards long-term recovery and improved overall wellness for its patients.
- 4. <u>Parking</u>. Licensee, its employees, and clientele shall have a nonexclusive right to access and utilize vehicle unassigned public parking spaces in Licensor's parking lots on the Premises. Licensee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
- 5. Restrictions on Use. In connection with the use of the Premises, Licensee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use of the Premises. Licensee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Licensee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Licensor, other licensees, tenants, or owners or users of adjoining premises or unoccupied portions of the premises, 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 Licensor covered by and used in connection with this License.
- e. Be responsible for removing any liens placed on said property as a result of Licensee's use of Licensed Premises.
- f. Comply with Licensor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are available from Licensor upon request.
- g. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Licensee 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 3. Licensee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee 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 License. Licensee 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. Licensee will indemnify, defend, and hold Licensor and Licensor'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 extend resulting from the activities of Licensee or its principals, employees, agents, clients and invitees. Licensee's indemnification obligations provided in this Section 5. (h) will survive the expiration or termination of this License.
- 6. <u>Licensee's Obligations</u>. The following shall be the responsibility of the Licensee:
 - a. Licensee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this License. Licensee may place partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. Licensee may be required to remove such items at the end of the License term. Licensee must obtain Lessor's express authorization prior to placing a fixture on the Premises.
 - b. Licensee, at its expense, shall keep Licensee's equipment and facilities in a first-

class repair, operating condition, working order and appearance. Licensee shall also be responsible for any repairs to other property necessitated by its negligence or the negligence or wrongful acts of its agents, employees and invitees. Licensor is not responsible for any loss, damage, maintenance or repair to Licensees equipment and facilities caused by Licensee.

- c. Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above, and any repairs necessitated by the negligence of Licensee, its agents, employees or invitees, regardless of any other provision in this License.
- d. Licensee warrants the honesty and integrity of all personnel Licensee employs or authorizes to operate BestCare Addiction Medicine Clinic on the Premises. Licensee shall notify Licensor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Subject to security policies, practices and procedures, Licensee shall have access to and through Licensor's security access system and shall be responsible for retrieving access keys or badges from Licensee's personnel who are no longer Licensee's authorized employees or representatives on the Premises. Licensor reserves the right to prevent and/or limit access to the Premises for employees and clientele of Licensee for any reason pertaining to the safety and security of the Premises, and for the safety and security of persons working in or seeking treatment in/on the Premises.
- e. Licensee's signage and decorative accessories may be provided but must be approved by the Licensor prior to installation. Interior wall-mounted or free-standing signs and decorative accessories may also be allowed, but must not interfere with public traffic flow or Licensor's signs and message boards as may be applicable. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Facilities Department. Exterior signs, for the Premises, if allowed, must also comply with the City of La Pine sign code and be installed in accordance with all related City of La Pine permit regulations.
- f. Maintain all Federal, State and local permits and licenses as may be applicable to operate the Clinic.
- g. Licensee shall have the right to use Licensor owned fixtures and furniture existing within the Premises at upon commencement of the Term of this License. Such furniture and fixtures shall be maintained in good condition and shall remain on Premises upon expiration of this License. Damage by Licensee to fixtures and furniture that are the property of Licensor must be repaired or replaced to the same or better condition as determined by and at the sole discretion of Licensor.
- h. Licensee is solely responsible for all work associated with moving Licensee's personal property into, out of, and within the Premises. Such moving shall be coordinated with and approved by Licensor to ensure such activities are not disruptive of other users within the building.
- 7. Maintenance and Repair of Premises.

- a. Licensor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Licensor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Licensor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Licensor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.
- b. Should Licensor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Licensor, Licensee may terminate the license.
- c. Improvements necessary to the Premises to facilitate Licensees specific Use as described in Section 3, including new construction, demolition, alteration and replacement to/of existing conditions to the Premises, over and above the "as is" condition, including any and all associated costs and permits, shall be the sole responsibility of Licensee. All such improvements shall first be approved, with work subsequently authorized, by Licensor. This includes Licensor's approval of Licensee's contractor, without any obligation for Licensor to oversee such improvements or to act as the project manager. Upon approval of any such work by Licensor, Licensee shall designate a representative to act as the sole point of contact for interaction with Licensor.
- d. Licensee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Licensor's equipment, facilities and personnel. Licensee shall also secure its personal property on the Premises in a clean, safe and sanitary condition when not in use and at the close of daily business.
- e. Licensee shall take good care and keep clean the Premises, and at the expiration of the term surrender the Premises in as good condition as at the commencement of this License, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
- f. All work (improvements, maintenance and repair) necessitated to allow Licensees Use of Premises shall be performed outside of regular work hours of 7:00 am to 5:00 pm, Monday through Friday, unless otherwise approved by Licensor prior to commencement.

8. <u>Utilities and Services</u>.

- a. Licensor shall provide adequate heat, electricity, water, air conditioning, snow removal, trash removal service, and sewage disposal service for the Premises.
- b. Licensor shall provide janitorial services Monday through Friday, which includes replenishing supplies for the Premises.

- c. Licensee is solely responsible for any janitorial services specific to biological hazardous waste and emergency cleanup resulting directly from Licensees use of Premises.
- d. Licensee shall be responsible for providing all communication services and amenities necessary to operate the BestCare Addiction Medicine Clinic, including but not limited to: telephone, internet, TV, and all wireless communications.
- e. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Licensee. Prior to installing such equipment to the Premises, Licensee shall request permission in writing to Licensor and Licensor agrees not to unreasonably withhold.

9. Liens.

- a. Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due, and as may be applicable, all claims for work done on and for services rendered or material furnished to the licensed premises and shall keep the property free from any liens. If any real property taxes, assessments, and special assessments become assessed and due for the Premises during the Term, Licensee shall also pay as due a prorated amount based only on the use of the Premises area. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost from Licensee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy which Licensor may have on account of Licensee's default.
- b. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor 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.

10. Insurance:

- a. It is expressly understood that Licensor shall not be responsible for carrying insurance on any personal property owned by Licensee.
- b. Licensee will be required to carry fire and casualty insurance on Licensee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Licensee shall provide to Licensor proof of workers' compensation insurance, upon request.

- d. Licensor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Licensee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Licensor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this License. Licensee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Licensee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this License, for a minimum of twenty-four (24) months following the end of the license agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Licensee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Licensee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Licensee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved

- f. Licensee shall furnish a current Certificate of Insurance to Licensor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Licensee shall be responsible for any deductible or self-insured retention. Licensee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.
- 11. <u>Indemnification</u>: Licensee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Licensee on or in connection with the licensed property; and further agrees to indemnify, defend, and save harmless the Licensor, its officers, agents, and employees from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Licensor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Licensor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

- 12. <u>Casualty Damage</u>. 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 Licensed, and if repairs cannot reasonably by made within ninety (90) days, Licensee may elect to cancel this License. Licensor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Licensee of the time required to complete the necessary repairs or reconstruction. If Licensor's estimate for repair is greater than ninety (90) days, then Licensee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this License.
- Surrender of Licensed Premises. Upon abandonment, termination, revocation or cancellation of this License or the surrender of occupancy of any portion of or structure on the Licensed premises, the Licensee shall surrender the real property or portion thereof to Licensor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this License shall be construed as to relieve Licensee of Licensee'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 Licensee or occurred during the term of this License. Upon Licensor's written approval, Licensee may leave site improvements authorized by any land use or building permit. Licensee's obligation to observe and perform this covenant shall survive the expiration or the termination of the License.
- 14. <u>Nonwaiver</u>. Waiver by either party of strict performance of any provision of this License 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.
- 15. <u>Default.</u> Neither party shall be in default under this License 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 License 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.
- 16. <u>Notices</u>. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 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:

Mail to: P.O. Box 6005

Bend, OR 97708

Licensor: Deschutes County Property Management

Property Manager 14 NW Kearney Avenue Bend, Oregon 97701 Phone: 541-385-1414

Email: Kristie.Bollinger@deschutes.org

Page 8 of 13 – REVOCABLE LICENSE: BestCare Treatment Services, Inc. Deschutes County Document No. 2025-007 Licensee: Addiction Medicine Clinic, BestCare Treatment Services

685 SE 3rd Street Bend, OR 97702

Billie Cartwright, Medical Director

Phone: (458) 231-1801

Email: billiec@bestcaretreatment.org

Susan Gaylord, Clinic Manager of Operations

Phone: (541) 668-9070, ext. 1647 Email: susanb@bestcaretreatment.org

- 17. <u>Assignment</u>. Licensee shall not assign or sub-rent the premises without the prior written consent of the Licensor.
- 18. <u>Attorneys' Fees</u>. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this License or to enforce any rights or obligations arising from this License, each party will be responsible for paying its own attorney fees.
- 19. <u>Authority</u>. 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 agreement.
- 20. MERGER.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE 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 AGREEMENTS. GIVEN. ARE UNDERSTANDINGS, THERE NO REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURE PAGES FOLLOW]

LICENSOR:			
DATED this	_ day of	, 2025	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
			ANTHONY DEBONE, Chair
			PATTI ADAIR, Vice-Chair
Recording Secretary			PHIL CHANG, Commissioner

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective for all purposes as

[SIGNATURE PAGE FOLLOWS]

of the Effective Date.

LICENSEE:

DATED this 151 day of January, 2025

BestCare Treatment Services, Inc., an Oregon Domestic Nonprofit Corporation

Rick Treleaven, Chief Executive Officer

Exhibit A **South County Services Building** 105 106 117 118 103 104 101

Exhibit B

