

REVIEWED

LEGAL COUNSEL



For Recording Stamp Only

LEASE

This Lease (“Lease”) is made as of the date as the last signature affixed effective date (“Effective Date”) 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 and Lessee are referred to herein as “Party” or “Parties.”

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

Property commonly known as the Sisters Clinic at 535 N. Reed St, Sisters, Oregon, 97759, having approximately Nine Hundred Fifty Six +/- 1,300 square feet as shown in Exhibit A, Room Numbers as follows: 105, 106, 108, 109, 110, 111, 112, 120, 117, 121, and 123, and use of common space including reception and waiting areas, conference rooms, janitorial and restrooms totaling +/- 1,114 square feet. Deschutes County Health Services (DCHS) will occupy rooms 103 and 104.

1. Occupancy. The Parties agree that the terms of this Lease are as follows:
 - a. Term. The effective date of this Lease shall be October 1, 2023, or the date on which the last party has signed this Lease, whichever is later, and shall continue through June 30, 2025. This Lease and all automatic renewals as defined below, are contingent on a Deschutes County Services Contract (Services Contract), currently known as Deschutes County Document No. 2022-568 and like subsequent Services Contracts.
 - b. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with ninety (90) days written notice, given to the other party.
 - c. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renewal (“Auto Renewal”) for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
 - d. 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.

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 is providing the Premises for zero cost during the term of the Lease and subsequent terms. However, pursuant to Section 9 Utilities and Service, Lessee shall pay a proportionate share of the overall building utility costs as outlined in 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 Community Health 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 the right to access and utilize vehicle parking spaces in the adjacent County parking lot on the Premises.
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, as periodically amended regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available by Lessor upon request.
 - 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 alterations 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 1998 (“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 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 responsibility 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 alterations 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 supplies and daily services for the Premises and common areas of the building.
- b. Lessee is solely responsible for any janitorial services for biological hazardous waste and emergency cleanup resulting directly from Lessee's use of Premises.
- c. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Clinic, including but not limited to: telephone, internet, TV, and all wireless communications. Access to the data closet for maintenance and installations shall be allowed only as authorized by Deschutes County Information Technology Department (DCIT). Any County provided internet, phone, or other services will have additional monthly charges for installation, hardware, and service charges and may not be available.
 - i. Lessee will select three (3) information technology technicians to 1) complete a basic background check by the Deschutes County Sheriff's Office and 2) complete the Criminal Justice Information Services (CJIS) certification. Upon passing the background check and CJIS certification, DCIT will provide 24/7 access to the data closet by issuing keycards to the certified technicians.
 - ii. If keycards are lost or stolen, Lessee must contact Lessor immediately to deactivate the card and to request a new keycard.
 - iii. It is the Lessee's responsibility to contact Lessor to request a new keycard for all new technicians that will have access to the data closet, at which time Lessor will require background check and CJIS certification as outlined herein.
- d. 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.

10. 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.

11. Insurance.

- a. Claims Made Policies/TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, the Party 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 Lease, for a minimum of twenty-four (24) months following the Party's completion and COUNTY'S acceptance of all requirements under this Lease. Notwithstanding the foregoing twenty-four (24) month requirement, if Party 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 Party may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Claims Made Policy Risk Management Initials: _____
(check only if applicable) Approved by County Not Approved by County

- b. It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- c. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.
- d. Lessor will carry fire and casualty insurance only on the structure where Premises are located.
- e. 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.
- f. Lessee shall provide to Lessor proof of workers compensation insurance, upon request.
- g. 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.

- h. 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.
- i. Lessee acknowledges that Lessor is self-insured.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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:

Lessor. 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

Lessee. Mosaic Medical
Attn: Steve Strang
600 SW Columbia Street, Suite 6210
Bend, OR 97702
Phone: 541-408-9567
Email: steve.strang@mosaicmedical.org

17. 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.
18. 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.
19. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
20. 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.
21. 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.
22. 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.
23. 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.
24. Entire Lease
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

[Signature Pages Follow]

LESSOR:

DATED this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[Signature Page Follows]

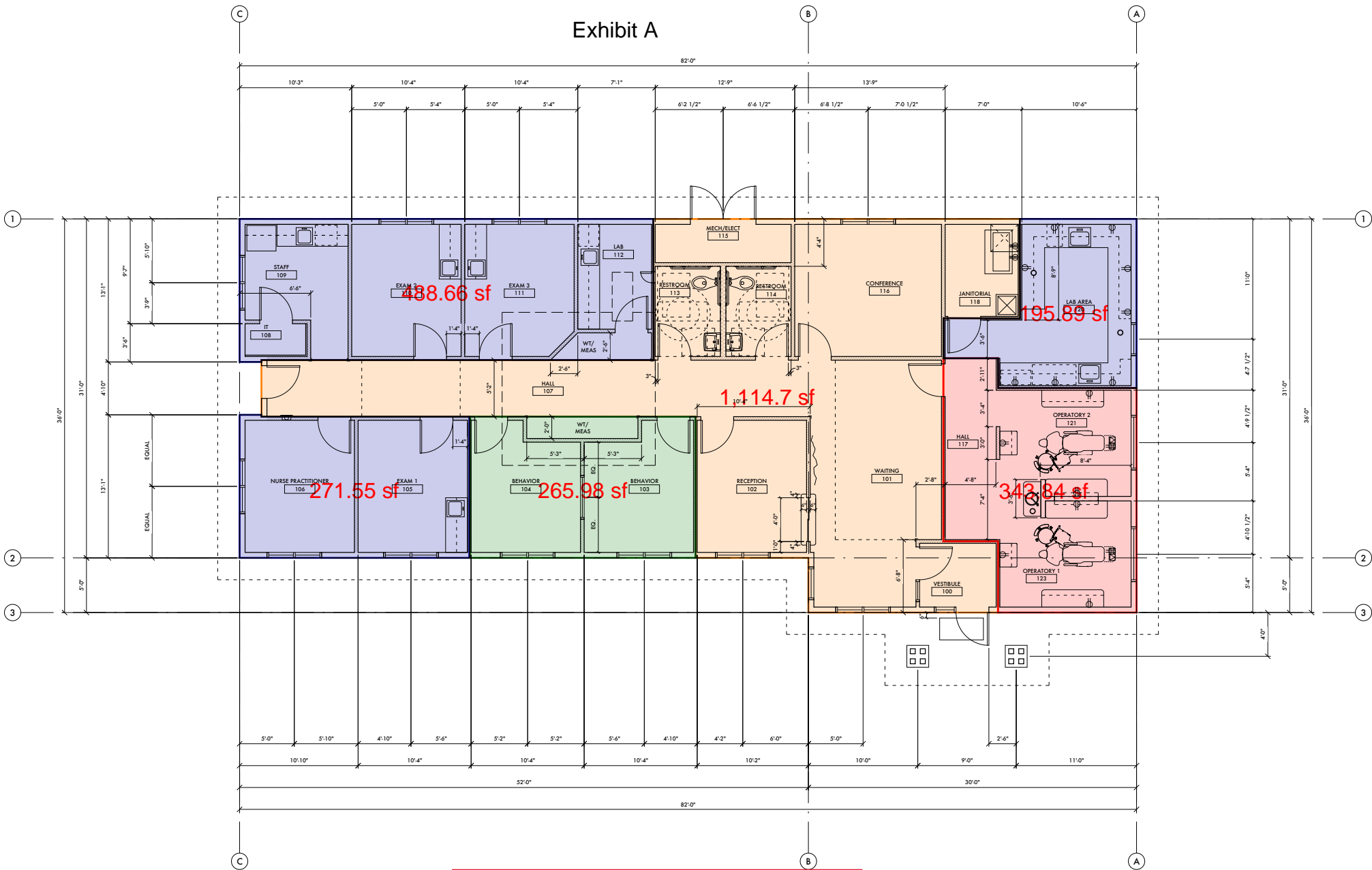
LESSOR:

DATED this _____ of _____, 2023

MOSAIC MEDICAL, a Federally-Qualified Health
Center, LLC – Oregon Nonprofit Organization

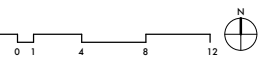
Megan Hasse, CEO

Exhibit A



J2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

Mosaic Medical - 956 sf
 Mosaic Medical Point of Care and "dirty" space - 344 sf
 Health Services - 266 sf
 Common/shared - 1,115 sf
 Overall Mosaic space - 1,300 sf
 Overall - 2,683 sf



ADDITIONAL COVERAGES

Ref #	Description General Liability Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Employee Benefit Liability Each Incident	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Employee Benefits Aggregate	Coverage Code EBAGG	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Disciplinary Proceeding Each Investigation	Coverage Code	Form No.	Edition Date	
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Limited Coverage For Sexual Misconduct	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Broadening Endorsement	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 15,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Excess Medical Professional	Coverage Code	Form No.	Edition Date	
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Excess GL & EBL	Coverage Code	Form No.	Edition Date	
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$660.09
Ref #	Description TERRIOSM COV	Coverage Code TEROR	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$1,214.10

ADDITIONAL COVERAGES

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$7,177.00				
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$4,788.33				
Ref #	Description WC & Employer's liability	Coverage Code WCEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Hours
Premium				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$8,277.64				
Ref #	Description CATA	Coverage Code CATA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$2,428.20				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

ADDITIONAL COVERAGES

Ref #	Description Sexual Misconduct/Sexual Activity Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Peer Review Liability Each CLaim	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical Expense Each Injured Person	Coverage Code	Form No.	Edition Date	
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Pollution and Mold Liability Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Damage to Premises Rented	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Disciplinary Proceeding Defense Reim. Agg.	Coverage Code	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Professional Liability Per Claim	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Pollution & Mold Liability Each Claim	Coverage Code	Form No.	Edition Date	
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Peer Review Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Damage to Patient Property	Coverage Code	Form No.	Edition Date	
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type Dollars	Premium
Ref #	Description General Liability - Each Incident	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Healthcare Facility Professional and General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT
COVERAGE D, COMMERCIAL GENERAL LIABILITY

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverage D, Commercial General Liability.


With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

Section V. EXCLUSIONS, subparagraphs E.13.a., E.13.b., E.13.c, and E.13.f. are deleted and replaced as follows:

E. Exclusions Applicable to Coverage D

13. liability for **property damage** to:
- a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;
 - b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

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Named Insured's Name & Address: Mosaic Community Health 600 SW Columbia Ste 6150 Bend, OR 97702	Policy Number	300003553
	Effective Date & Expiration Date	07/01/23 - 07/01/24
	Endorsement Effective Date	July 1, 2023
	Authorized Signature:	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

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- c. property in the care, custody or control of the **named insured** or as to which the **named insured** is for any purpose exercising physical control. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**.

- f. Exclusion V.E.13. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
- (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph E.13.f. shall not exceed \$1,000,000 in the aggregate for all <**claims** reported within/**property damage** occurring during> the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph C is added to Section VIII. LIMITS OF INSURANCE:

C. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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In addition, and only where required by written contract, the following **SPECIAL CONDITIONS** apply in SECTION IX. CONDITIONS:

IX. CONDITIONS

If, under a written contract, the **named insured** has agreed to waive its subrogation rights as to the **additional insured**, the following is added to Section IX.D. Subrogation.

D. Subrogation

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage D, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **named insured** has agreed to provide primary non-contributory coverage, the following is added to Section IX.E. Other Insurance:

E. Other Insurance

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.