

REVIEWED

LEGAL COUNSEL

REVOCABLE LICENSE

DESCHUTES COUNTY a political subdivision of the State of Oregon (“Licensor”) hereby grants to **Mosaic Medical** (“Licensee”), a non-exclusive Revocable License (“License”) to use County real property, described as Room 106, +/- 134 square feet, and Room 108, +/- 96 square feet, for a total of +/- 230 square feet, designated by Licensor on the first floor of the **North County Services Building, located at 406 W. Antler, Redmond, Oregon 97756, (“Premises”)**, together with necessary ingress and egress for such space, referred to herein as “the Premises.”

RECITALS

Licensor is willing to grant Licensee a non-exclusive License to allow Licensee to occupy the Premises to operate a Primary Medical Care Clinic (“Clinic”).

NOW THEREFORE, this nonexclusive, License is granted upon the following terms and conditions:

1. Term. The effective date of this License shall be **December 15, 2021**, or the date on which each party has signed this License, whichever is later, and shall continue until **May 22, 2023**. The Term is subject to an active Memorandum of Understanding (“MOU”), and attached hereto as Exhibit A, between Licensee and Deschutes County Health Services (DCHS), to provide primary medical care services at the Premises. Upon the date of expiration or termination of such contractual MOU, this License automatically terminates and Licensee shall vacate the Premises within thirty (30) days. Licensor and Licensee each reserve the right to terminate this License prior to its expiration with sixty (60) days written notice, given to the other party.

Except as otherwise provided in this License, if the Licensee is not then in default and with Licensor's approval, Licensee has the option to renew this License for up to five (5) years by giving at least thirty (30) days written notice to Licensor prior to the expiration of the initial term. Such renewal is contingent upon an active MOU between Licensee and DCHS, to provide medical treatment and health related services at the Premises as described in Section 3 below.

2. Rent. In exchange for the benefit the Licensee's service provides to the general public in conjunction with the services also provided therein by DCHS programs, Licensor provide the Premises to Licensee for zero (\$0) consideration during the term of this License. However, pursuant to Section 9 of this License, Licensee shall pay a proportionate share of the overall building utility costs. See Section 9 for utility payment.
3. Use of Premises. The Premises shall be used by Licensee for operation of a Primary Medical Care Clinic (hereafter “Clinic”); Room 106 will be utilized for virtual/provider documentation, and Room 108 will be utilized as an exam room. Licensee shall operate the clinic pursuant to the provisions of the MOU. Licensee shall provide and be solely

responsible for all necessary materials and supplies for operation of the Clinic as that use is described in Exhibit A.

The Premises shall be used by Licensee for the purpose of operating Licensee's primary business, Mosaic Medical Primary Care Clinic. Licensee, its principals or agents shall not use the Premises to operate a business other than that specified in this License and shall not use the Premises address as the business or mailing address for any other business than that specified in this License without obtaining the Licensor's written consent in advance.

4. Parking. 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 Licensor's Parking Policy and Regulations regarding parking in designated employee parking spaces (attached hereto as Exhibit B), which Licensor in its sole discretion may amend from time to time. Parking Permits are not required at the Premises, but may be required at other Licensor's locations. Parking permits, if needed, may be obtained by contacting the Deschutes County Facilities Department at contacting at <https://weblink.deschutes.org/Forms/parking> or calling 541-330-4686.
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 the Premises and adjoining common area from damage.
 - 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 regarding tobacco-free facilities, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this License as Exhibit B and by this reference are incorporated herein.
6. Licensee's Obligations. 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. Lessor is not responsible for any loss, damage, maintenance or repair to Licensee's 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 Licensee's business on the Premises. Licensee shall notify Lessor 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 Lessor'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. Lessor 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 employees shall have limited access to rooms 106 and 108, designated by Lessor on the first floor, as well as shared use of the employee break room, and a portion of the reception and lobby areas as determined by mutual agreement between Lessor and Licensee separate from this License.

f) Licensee's signage and decorative accessories may be provided but must be approved by the Lessor 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 Lessor'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 Redmond sign code and be installed in accordance with all related City of Redmond permit regulations.

g) Maintain all Federal, State and local permits and licenses as may be applicable to operate the Clinic.

h) Licensee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

i) 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.

j) 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.

k) Licensee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Licensee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this License, Licensee shall remove all Hazardous Substances from the Premises. The term *Environmental Law* 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. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by Environmental Law and shall include, without limitation, petroleum oil and its fractions.

l) Licensee shall comply with ASHRAE Standard 170-2013 regarding ventilation of healthcare facilities for surgical smoke and other emissions as applicable (not attached hereto).

7. Responsibilities of Each Agency. 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"). As further described in the MOU (Exhibit A), each party to this agreement and its employees and agents will maintain security, privacy and confidentiality of this information and will execute Business Associates Agreements upon request of either party.

8. Improvement, 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 of the interior of 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.

9. Utilities and Services.

a) Licensor shall provide adequate heat, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building. Licensee shall pay a sum of \$28 per month as its proportionate share of the overall building utility costs. This amount shall increase by four percent (4%) each year, commensurate with the effective date of the Term. 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. Licensee shall provide its own janitorial services for the Premises. Licensee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Licensees use of Premises.

Fiscal Year	Monthly Amount	Annual Amount	Initial rate is \$0.13 PSF for utilities
FY2022	\$29.90	\$179	Begin Jan 1, 2022 through June 30, 2022
FY2023	\$31.10	\$373	4% Escalator Effective July 1, 2022

b) Licensee 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.

10. Liens.

a) Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due all property taxes, 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 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.

11. Insurance.

a) It is expressly understood that Licensor shall not be responsible for carrying insurance on any property owned by Licensee.

b) Licensee will be required to carry fire and casualty insurance on Licensee's personal property on the Premises.

c) Licensor will carry fire and casualty insurance only on the structure where Premises are located.

d) Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Licensee shall carry commercial general liability insurance, on an occurrence basis with a combined single limit of not less than limitations set forth in ORS 30.272. Licensee may fulfill its obligations through a program of self-insurance pursuant to applicable law. Licensee shall provide Licensor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, 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 License.

e) As applicable, Licensee shall provide to Licensor proof of workers compensation insurance or a legally established program of self-insurance for workers compensation claims.

f) Indemnification: Licensor and Licensee shall each be responsible for and defend, indemnify and hold the other harmless for losses, costs or claims due to the negligent and wrongful acts of their employees, agents and invitees. Licensor's liability exposure is limited by the Oregon Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300.

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 Licensed, and if repairs cannot reasonably be 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. Following damage, and including any period of repair, Licensee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Licensee.
13. 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. Non-waiver. 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. Default. 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. If Licensee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).

16. Notices. 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:

Licensor: Deschutes County Property Management
Kristie Bollinger, Property Manager
14 NW Kearney Avenue
Bend, Oregon 97701
Phone: 541-385-1414
Fax: 541-317-3168
Kristie.Bollinger@deschutes.org

Mail to: P.O. Box 6005
Bend, OR 97708

Licensee: Mosaic Medical
Steve Strang, CFO
600 SW Columbia Drive, Suite 6210
Bend, OR 97702
541-788-6470
Fax: 541-383-1883
steve.strang@mosaicmedical.org

17. Assignment. Licensee shall not assign or sub-rent the Premises without the prior written consent of the Licensor.
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 License or to enforce any rights or obligations arising from this License, each party will be responsible for paying its own attorney fees.
19. 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 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 GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR 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 Page Follows

DC 2021-902; 406 W. Antler Avenue, Redmond
Revocable License –Mosaic Medical (North County Services Building)

LICENSOR:

Dated this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

PHIL CHANG, VICE-CHAIR

Recording Secretary

PATTI ADAIR, COMMISSIONER

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PHIL CHANG, and PATTI ADAIR, 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 _____, 2021

_____ My Commission Expires: _____
Notary Public for Oregon

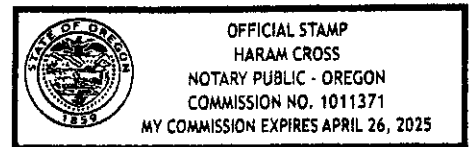
LICENSEE:

Dated this 12 day of November, 2021

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 12 day of November, 2021

_____ My Commission Expires: April 26, 2025
Notary Public for Oregon

DC 2021-902; 406 W. Antler Avenue, Redmond
Revocable License –Mosaic Medical (North County Services Building)

EXHIBIT "A"

Memorandum of Understanding

Deschutes County Health Services And Mosaic Medical

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, and Mosaic Medical, 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

Deschutes County Health Services (DCHS) and Mosaic Medical (MM) have agreed to co-locate at the North County Services Building, located at 406 W. Antler Ave., Redmond, OR 97756, also known as Antler 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 **12/15/21** unless renewed or terminated pursuant to items 2 and 3 below this MOU shall automatically renew under the same terms and conditions until **5/22/23**.
2. Either Agency may terminate this MOU at any time for any cause with a sixty (60) 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 Medical	Deschutes County
Mosaic Medical	Deschutes County Health Services
600 SW Columbia Dr, Ste. 6210	2577 NE Courtney Drive
Bend OR 97702	Bend, OR 97701
Attn: Steve Strang	Attn: George Conway
Phone: 541- 788-6470	Phone: 541-322-7502
Fax: 541-383-1883	Fax: 541-322-7565
Steve.strang@mosaicmedical.org	George.conway@deschutes.org

RESPONSIBILITIES OF EACH AGENCY

1. 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 there under, 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).
2. 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.

3. 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.
4. 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.
5. 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 DCHS Health Services Director and the Chief FinancialOfficer of Mosaic Medical. The DCHS Director and MM Chief FinancialOfficer will conduct fact finding and facilitate a compromise and/or initiate mediation.

RESPONSIBILITIES OF DESCHUTES COUNTY HEALTH SERVICES (DCHS)

1. Coordinate and manage care of mutual clients including service transition.
2. Provide services consistent with requirements of privacy, confidentiality and consumer preference.
3. Participate in joint multidisciplinary efforts.
4. Provide relevant information around new developments and changes pertinent to integrated patient health care.
5. Endeavor to understand partner agency culture, philosophy and rules of operation.

RESPONSIBILITIES OF MOSAIC MEDICAL

1. Provide primary health care for mutual and exclusive clients.
2. Have a Primary Care Provider onsite for a minimum of # 8 hours per week.
3. Coordinate and manage care of mutual clients including service transition.
4. Coordinate and manage internal MM transfers as appropriate.
5. Provide Primary Care Provider (PCP) and medical assistant staff.
6. Provide services consistent with requirements of privacy and confidentiality.
7. Participate in joint multidisciplinary efforts.
8. Provide relevant information around new developments and changes pertinent to integrated patient health care.
9. Endeavor to understand partner agency culture, philosophy, and rules of operation.

This MOU is executed on behalf of the Deschutes County Health Services, and Mosaic Medical through the undersigned representatives.

Signature: GEORGE CONWAY
GEORGE CONWAY (Nov 8, 2021 18:14 PST)

Email: george.conway@deschutes.org

Title: Director

Company: DCHS

Signature: Megan Haase
Megan Haase (Nov 9, 2021 19:12 PST)

Email: megan.haase@mosaicmedical.org

Title: CEO

Company: Mosaic Medical

Exhibit "B"



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.

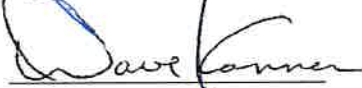
Procedure When Notice of Violation is Issued

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



DOWNTOWN BEND CAMPUS MAP

Parking Areas

- ADA
- EMPLOYEE
- FLEET
- RESTRICTED
- VISITOR



1 - Wall Street Services Building

Deschutes Onsite Clinic
DOC Pharmacy
Behavioral Health Intensive
Youth Services
(WRAP/EASA/YAT)
Intellectual & Developmental
Disabilities (I/DD)
Downtown Health Center

2 - Deschutest Services Building

State Department of Human Services
Deschutes County Board of Comm
Deschutes County Human Resources
Deschutes County Legal Counsel
Deschutes County Finance/Tax
Deschutes County Assessor
Deschutes County Clerk

3 - Warehouse Building

Building Maintenance
Information Technology
Property Management
GIS
Archives Center
Mail Center

4 - Community Development

Building Division
Code Enforcement
Planning Division

5 - Mike Maier Building

Public Health Prevention
Pgms
Public Health Early Learning
Latino Community
Association
United Way
Family Resource Center
Mary's Place
Veterans Services

6 - Health Services Downtown Clinic

Behavioral Health Adult
Intensive Svcs
Mosaic Medical
Harriman Healthcare

7 - Behavior Health Clubhouse

8a - Courthouse
District Attorney
Victims Assistance
Grand Jury
State Court Administration


8b - Courthouse
Circuit Court
Traffic Court
Jury Assembly



**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.

Enhancing the Lives of Citizens by Delivering Quality Services in a Cost-Effective Manner

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.

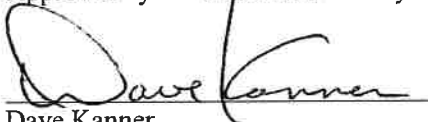
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

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



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.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 1160 SW Simpson Ave Ste 100 Bend OR 97702		CONTACT NAME: Rickie Mickle PHONE (A/C, No. Ext): (541) 382-1611 E-MAIL ADDRESS: rmickle@bbnw.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Physicians Mutual Insurance Company NAIC # 80578	
INSURED Mosaic Medical 600 SW Columbia Street Suite 6150 Bend OR 97702		INSURER B : Allmerica Financial Benefit Insurance Company 41840 INSURER C : SAIF Corporation INSURER D : Philadelphia Indemnity Insurance Company 18058 INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master WWC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					300003553	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OTHER								GENERAL AGGREGATE \$ 1,000,000
B	AUTOMOBILE LIABILITY					AW2D271585	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO								BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY								PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					300003553	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE								AGGREGATE Exceeds Statute \$
	DED RETENTION \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					998402	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Management Liability (Aggregate \$4,000,000)					PHSD1642899	07/01/2021	07/01/2022	D&O Liability \$2,000,000
									Employment Practices \$2,000,000
									Fiduciary Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 406 W. Antler Ave, Redmond 97756

Full Certificate Holder: Deschutes County, its officers, agents, and employees and volunteers.


Management Liability Policy NO. PHSD1642899 Aggregate, All Parts: \$4,000,000 each Policy Period.

Retention:

(A) Part 1, D&O Liability: \$25,000 for each Claim under Insuring Agreement B & C.

RECEIVED
 NOV 08 2021
 Deschutes County
 Property Management

CERTIFICATE HOLDER**CANCELLATION**

Deschutes County Property Management PO Box 6005 Bend OR 97708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Northwest		NAMED INSURED Mosaic Medical	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- (B) Part 2, Employment Practices: \$50,000 for each Claim.
- (C) Part 3, Fiduciary Liability: \$1,000 for each Claim.

Certificate holder is an additional insured when required by written contract.

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

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 PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1	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 WWSUB	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
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

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. 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 Medical 600 SW Columbia Ste 6150 Bend, OR 97702	Policy Number	300003553
	Effective Date & Expiration Date	07/01/21 - 07/01/22
	Endorsement Effective Date	July 1, 2021
	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.



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

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 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.

The following is added to Section IX.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**.



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

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section IX.D. Subrogation:

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**.