

HOST/BI PROGRAM AGREEMENT

This PROGRAM AGREEMENT (this "Agreement"), effective as of **January 1, 2023** (the "Effective Date"), is entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Homeless Outreach Services Team ("HOST") and Bethlehem Inn, (the "BI"), collectively referred to as the "Parties" or individually as a "Party."

Services are funded by and through County's contract with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division.

RECITALS

- A. HOST would like to improve stability and self-sufficiency of their clients that would benefit from access to emergency shelter and client stabilization services.
- B. BI's mission is to transform lives with shelter, help and hope by providing the safety and security of housing while other social determinants are addressed with each unique circumstance.
- C. Both parties would like to collaborate to facilitate access to clean and stable shelter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, HOST and BI agree as follows:

1. Term & Termination. The effective date of this Agreement shall be **January 1, 2023** and unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **December 31, 2023**.
 - 1.1 Either Party may terminate the agreement for any reason with 30-days advance written notification.
 - 1.2 In the event of termination, the services in process will continue until expiration of that 30 days, at which point the responsibilities of both parties shall be satisfied.
2. Amendment. This agreement may only be amended or modified during the term upon the written agreement of both Parties.
3. BI's Obligations.
 - 3.1 BI shall reserve six (6) beds (non-gender specific), three (3) in Bend and three (3) in Redmond, on an ongoing basis for the use of HOST/BI Partnership Program clients. BI has limited number of ADA compliant beds, pending current residents, should a HOST/BI Partnership Program client require one. Once placed, client is not relocated to the other BI location. BI shall provide shelter and Rent Readiness, brief intervention case management services.
 - 3.2 BI shall hold all HOST/BI Partnership Program clients to Bethlehem Inn's drug and alcohol policies. Documentation of this can be provided to HOST in a manner specified by Release of Information (ROI) terms.
 - 3.3 BI will provide regular case management services with specific and consistent contract case managers and establish self-sufficiency action plans, in accordance with Bethlehem Inn Rules and Guidelines to approved HOST/BI Partnership Program clients. (Exhibit B: Bethlehem Inn Rules and Guidelines as Exhibit.) In addition, BI will provide up to 4 weeks of health and safety focused goals, including but not limited to, daily functioning and ensuring follow through with established HOST goals, as needed.
 - 3.4 BI will work closely with HOST personnel and HOST/BI Partnership Program clients to provide best practices and have resources and personnel available on-site for ease of access to the clients.
 - 3.5 BI shall provide secure monthly invoices to HOST of the six (6) beds provided ongoing for clients in the HOST/BI Partnership Program.

4. HOST' Obligations.

4.1 HOST shall inform Bethlehem Inn of the client's current legal status, or court ordered conditions, and any associated risks, as applicable. HOST shall inform Bethlehem Inn of client's plan of care, the existing resources and plan moving forward within the HOST/BI Partnership Program.

4.2 HOST shall retain an active Release of Information (ROI) for all clients within the HOST/BI Partnership Program in order to openly coordinate services with Bethlehem Inn, including once weekly check-ins between designated BI staff and HOST personnel about each HOST/BI Partnership Program client. During check-ins, HOST case managers shall share/email weekly case management notes to designated BI staff. If said ROI is refused or revoked, client is not eligible to reside in the HOST/BI Partnership Program.

4.3 HOST shall have designated on site hours at BI for HOST case managers for a minimum of two (2) days per week, totaling at least five (5) hours per week.

- Bend Bethlehem Inn: Mondays 8:30am – 10:30am, Wednesdays 2:30pm – 4:30pm, Friday afternoons for an hour
- Redmond Bethlehem Inn: Fridays 3:00pm – 4:00pm

4.4 HOST shall reimburse BI within 45-days of receipt of invoices for the following:

- \$70/night per bed for six (6) beds held in the HOST/BI Partnership Program, regardless of the bed being occupied or unoccupied. Invoices shall be emailed to Deschutes County Health Services: _HSAccountsPayable@deschutes.org
- Flat rate of \$12,775/month
- Maximum Compensation for the term of this Agreement shall not exceed: **\$153,300** .

4.5 HOST shall arrange any plan of care, including treatment plan, points of contact and safety plan, and/or arrange special accommodations with Bethlehem Inn for HOST/BI Partnership Program clients prior to clients' intake at Bethlehem Inn, if accommodation or assistance is needed. HOST will ensure that client follows the Reasonable Accommodation Request process for all above requests. (EXHIBIT C. Reasonable Accommodation Request Form). All Reasonable Accommodation documentation will be processed in the order received for all BI residents. A minimum of two (2) business days is required for processing RAs.

4.6 HOST shall assign one (1) personnel, to coordinate with BI Program Directors/Program Impact Analyst on all client entry/exit into the HOST/BI Partnership Program. All other HOST personnel will be directed to applicable designated point of contact for coordination of entry/exit within the program.

4.7 HOST shall provide at least a 24-hour notice before scheduled intake into the HOST/BI Partnership Program on a Monday – Friday. No intakes will occur on Saturday or Sunday. HOST will maintain the same client in a HOST/BI Partnership Program bed for a minimum of sixty (60) days, conditioned on client adhering to program and Bethlehem Inn rules and guidelines, and expectations. (If client secures outside housing, or chooses to leave of their own volition, they may exit the Bethlehem Inn at any time.) Clients can be extended in the HOST/BI Partnership Program in fourteen (14) day increments up until 120 days. HOST shall also provide at least a 72-hour notice before bed turnover from client to client within the HOST/BI Partnership Program, unless the 120 day stay is reached.

4.8 (a) If a client has been involuntary exited previously from BI, the parties agree and understand that BI is not required to accept back the client into BI.

4.9 (b) If the program participant has previously been exited or had an unplanned exit, rather than involuntary exits, HOST may request residency in the program once the mandatory exit and unplanned exit waiting period is served.

5. Indemnification. Each Party agrees to indemnify, defend and hold the other party, its officers, directors, employees and representatives, harmless from and against any and all loss or liability for any third party claims, causes of actions, suits, proceedings, losses, damages, demands, settlement amounts, fees, expenses, fines, penalties and

costs (including reasonable attorneys' fees) for personal injury or other damage to the extent arising from, based on, or caused by fault or negligence in the performance of the Party's obligations under this Agreement.

6. Compliance with Laws. The parties agree to comply with all applicable laws and ordinances, rules and regulations in its performance and obligations under this Agreement. The parties further agree to comply with all applicable requirements set forth in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and regulations promulgated thereunder ("the HIPAA Regulations"), the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder, and other applicable laws. The parties' obligations with respect to the use and disclosure of Protected Health Information ("PHI") are outlined in the Business Associate/Confidentiality Addendum attached to this Agreement as EXHIBIT D. BI acknowledges and agrees that it is subject to the provisions in the contract between HOST and the Oregon Health Authority as well as required federal terms that are required to be passed through to subcontractors, which are attached hereto and incorporated herein as EXHIBIT D.

7. Miscellaneous.

7.1 Entire Agreement. This Agreement, and the exhibits attached hereto, represents the entire understanding between the Parties with respect to its subject matter.

7.2 Relationship. Each Party will perform its obligations pursuant to this Agreement. Nothing contained in this Agreement is intended to give rise to any agency, subcontractor, partnership, or joint venture relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of such a relationship.

7.3 Third Party Beneficiaries. This Agreement does not confer any legal rights on any third party, nor is it the intention of any Party hereto to create or confer any rights.

7.4 Governing Law. The validity, construction, and interpretation of this Agreement, including the rights and duties of the Parties hereto, shall be governed by the laws of the State of Oregon.

7.5 Exhibits. The exhibits attached hereto, including their respective terms and conditions, are made part of this Agreement as if they were set forth in their entirety herein. The exhibits may be amended from time to time as agreed upon by the Parties, or as required to comply with federal and/or state laws and regulations.

7.6 Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, however, if any provision is deemed to be invalid or unenforceable for any reason, then the Agreement shall be ineffective as to that provision only, and the remainder shall continue in full force and effect.

7.7 Notices. All notices and other communications sent pursuant to this Agreement must be in writing and will be deemed to have been given on the date delivered personally, mailed by certified mail, or overnight delivery to the Parties at the following addresses and facsimile numbers:

If to HOST:	If to Bethlehem Inn:
Colleen Thomas	Gwenn Wysling
HOST Supervisor	Executive Director
Deschutes County Behavioral Health	Bethlehem Inn
1128 NW Harriman St.	P.O. Box 8540
Bend, OR 97701	Bend, OR 97708
With a copy to: grace.evans@deschutes.org	

7.8 Interpretation. This Agreement shall be interpreted, to the maximum extent possible, to comply with applicable federal and state laws and regulations, including, but not limited to, HIPAA. Any and all references to "the Agreement" shall be construed to include the exhibits attached hereto, including any terms and conditions included therein.

7.9 Waiver. Any provision of this Agreement may be waived by the Party entitled to the benefit of such provision, provided that such waiver shall be in writing. Waiver of any breach or provision will not be construed as a waiver of any successive breach or provision.

7.10 Parties agree that services shall be provided without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement and referenced exhibits, referenced below, which are attached hereto and incorporated by this reference, by and through their duly authorized representatives.

- Exhibit A – INSURANCE REQUIREMENTS
- Exhibit B - BETHLEHEM INN RULES AND GUIDELINES
- Exhibit C – REASONABLE ACCOMMODATION REQUEST FORM
- Exhibit D – BUSINESS ASSOCIATE/CONFIDENTIALITY AGREEMENT
- Exhibit E – REQUIRED PROVIDER CONTRACT PROVISIONS

DATED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair, Chair

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner

ATTEST:

Recording Secretary

Signature: Gwenn Wysling
Gwenn Wysling (Jan 11, 2023 12:50 PST)
Email: gwenn@bethleheminn.org
Title: Executive Director
Company: Bethlehem Inn

EXHIBIT A
HOST-BI PROGRAM AGREEMENT
INSURANCE REQUIREMENTS

Bethlehem Inn shall obtain at Bethlehem Inn's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Bethlehem Inn shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County and Oregon Health Authority (OHA). Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Bethlehem Inn shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Bethlehem Inn, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Bethlehem Inn shall require and ensure that each of its subcontractors complies with these requirements. If Bethlehem Inn is a subject employer, as defined in ORS 656.023, Bethlehem Inn shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Bethlehem Inn is an employer subject to any other state's workers' compensation law, Bethlehem Inn shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required Not Required

Bethlehem Inn shall provide auto liability insurance with limits if \$1,000,000 per occurrence for all claimants for claims arising out of a single accident or occurrence.

PROFESSIONAL LIABILITY:

Required Not Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Bethlehem Inn and Bethlehem Inn's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Bethlehem Inn shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying Deschutes County, the State of Oregon, their officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Bethlehem Inn's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Bethlehem Inn shall waive rights of subrogation which Bethlehem Inn or any insurer of Bethlehem Inn may acquire against the County and OHA or State of Oregon by virtue of the payment of any loss. Bethlehem Inn will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County and OHA has received a waiver of subrogation endorsement from the Bethlehem Inn or Bethlehem Inn's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Bethlehem Inn shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Bethlehem Inn's completion and County's acceptance of all Services required under this Agreement, or, (ii) County or Bethlehem Inn termination of this Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Bethlehem Inn shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list Deschutes County, the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance County and OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The Bethlehem Inn or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Bethlehem Inn agrees to periodic review of insurance requirements by County under this Agreement and to provide updated requirements as mutually agreed upon by Bethlehem Inn and County.

STATE ACCEPTANCE:

All insurance providers are subject to County and OHA acceptance. If requested by County and OHA, Bethlehem Inn shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County and OHA's representatives responsible for verification of the insurance coverages required under this Section.

Signature: *Sarah Key*

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

EXHIBIT B
HOST-BI PROGRAM AGREEMENT
BETHLEHEM INN RULES AND GUIDELINES

BETHLEHEM INN GUIDELINES – NEXT STEPS/SINGLE ADULTS

These rules are a modified version in response to COVID-19

The Bethlehem Inn (the “Inn”) offers emergency shelter for Individual Adults and Families. Individuals without minor children (regardless of marital status) are housed in rooms according to their gender identity. Registered sex offenders cannot be sheltered at the Inn. Post intake Bethlehem Inn collaborates with Oregon State Police to verify status. Adult applicants must pass urinalysis and breathalyzer tests at intake and may be retested during their stay. The Inn staff do not provide medical care, medication management, housekeeping, shower assistance, transportation or assistance around the site, or other services related.

IMPORTANT: Residents agree to follow any and all CDC/OHA COVID-19 requirements including wearing a mask onsite.

CASE MANAGEMENT PROGRAM: The Inn currently offers case management. Residents agree to communicate with staff regarding immediate needs and goals they would like to work towards (budgeting, agency referral, personal development, and educational/training opportunities, rent ready status, etc).

RESIDENT ACCOUNTABILITY: Residents of the Inn agree to be responsible for their behavior and actions while at the facility. Breaking this agreement may affect continued shelter at the Inn. In extreme Safety and Security cases a resident may be asked to leave and not return.

ACCESSING STAFF: Community volunteers/Staff are available at the Front Desk to assist residents from 4:00am – 10:00pm. After hours between 10:00pm – 4:00am residents may ring the building doorbell located left of the front lobby doors if assistance is needed.

PRIVACY AND CONFIDENTIALITY: The staff at the Inn are committed to employ best efforts to ensure the confidentiality of its residents. Inn residents agree to respect the confidentiality of other residents. Resident information may be shared by Inn staff with agencies and other organizations only under the conditions of the *Release of Information (ROI)* agreement signed by the resident during intake. Privacy, including, without limitation, auditory privacy, is not guaranteed in common areas of the Inn, which are subject to video and other surveillance. Resident property is subject to search.

REASONABLE ACCOMMODATION REQUESTS: Any Inn resident may request reasonable accommodation in relation to Inn procedures and practices. Inn management and the Inn Fair Housing Officer will evaluate the request on a case-by-case basis and attempt to resolve the issue through an interactive process. All reasonable accommodation requests should be directed to Inn management and/or the Inn Fair Housing Officer. Forms are available for this purpose at the Front Desk.

SERVICE ANIMALS: Residents with service animals must submit a written request for reasonable accommodation as provided above. Service animal immunizations must be current, animal must be spayed or neutered, and a Deschutes county license is required. The resident is responsible for the behavior of the service animal, for its care and grooming. The resident is required to dispose of all animal waste. Service animals must be kept under control and respond to verbal command. Any damage to the Inn facility by the service animal and/or hostile behavior or harm to other residents or staff by the service animal may result in immediate revoke of the reasonable accommodation. Prior to any animal intake, an animal interview is required.

EMERGENCY SHELTER ACCESS

Key Cards: Keys are to be kept on resident’s person while on-site and will be turned in at the front office when leaving site. When residents return to site they need to immediately report to the office to receive their key back.

Late Curfews: Residents are able to leave site at 4am and must return back on site by 5:45pm. Curfew extensions will only be made for employment, treatment, medical needs or housing. Late Curfews need to be turned in **48 Hours** in advance of the requested day and approved by staff. Forms are available at the front desk.

Entering and Exiting the Inn Facility: Residents agree to not walk/drive/ride through neighboring parking lots, driveways, or alleys. All residents agree to drive slowly and carefully through the Inn parking lot.

Unplanned Exit: If a resident does not return by curfew without explanation or notification they are believed to have ended their residency at the Inn. Exceptions are made in the case of jail or hospital stay.

Visitors and Pickups: To ensure confidentiality, on-site visitors and pick-ups **ARE STRICTLY PROHIBITED** unless coordinated with and approved by staff and involves an official agency (DHS, Parole and Probation, Medical transport, etc.).

Transportation: Each resident is permitted to have one vehicle on site. The vehicle must be in running condition and currently licensed, registered, and insured. Documentation will be requested during intake. No vehicle maintenance may be performed on-site. Once parked, no resident may remain in the vehicle. Police will be notified if a resident does not pass a Breathalyzer test and attempts to drive off site. Residents may not park in parking lots of neighboring businesses. The Inn is not responsible for the security of any vehicle left on-site. Abandoned vehicles will be towed after 72 hours.

Bicycles are to be parked in designated bike area with resident initials tagged on the bike. Tags provided.

Off-limits Areas: Off-limits areas include resident rooms or lounges of the opposite gender and rooms that are not assigned to you. Residents must be accompanied in the clothing room and/or commercial laundry by a staff. Families First Program designated areas are off-limits to Next Steps.

Resident Reminders & Exits:

Resident Reminders: Safety and Security is priority of Bethlehem Inn. Bethlehem Inn's accountability system comes in a way of resident reminders. A resident who receives three resident reminders for the same offense a resident will receive a letter. If this occurrence happens again, resident will exit.

Voluntary Exit: Residents exiting the Inn voluntarily agree to fill out an Exit Form (available at the Front Desk). Key cards are to be returned before exiting the facility. All linens, blankets, pillows, and towels are to be taken to the blue laundry cart in Next Steps entry way.

After exiting the Inn, an individual may not return for 30 days. The Inn will hold personal items left behind for **48 HOURS** only.

All mail received after two-weeks will be returned to sender. As noted above, change-of-address forms do not work for business addresses. Accordingly, it is the resident's responsibility to notify all businesses, agencies, and employers of an address change.

Involuntary Exit: Involuntary Exited individuals may not return to the Inn under any circumstances and will be immediately trespassed via law enforcement if refusal to leave. These exits are effective immediately. When exiting the Inn as a result of an Involuntary Exit, residents agree to sign the appropriate paperwork. Only after 90 days may a resident submit a reasonable accommodation to have their Involuntary Exit status reviewed and have their status changed. Documentation is required in order for them to get another chance. This documentation must include a strategy for correcting the behavior.

Grievance and Incident Reports: Grievance and Incident Reports are available from staff on shift. A grievance is filed against a staff member(s) or can be a grievance against the organization. An incident report is filed against another resident.

EMERGENCY SHELTER RULES

Damage to Inn Property: Residents agree to respect Inn property. Residents agree to clean up after themselves (kitchen, lounge, smoking areas, etc.). Residents agree to refer any unknown/nonresidents found onsite to staff immediately.

Hygiene: Residents agree to maintain personal hygiene appropriate for living in a communal environment. The Inn has hygiene products at the front desk for resident use. Ask staff about donated clothing for men and women.

Clothing: Residents agree to remain fully clothed while at the shelter except when in their room or bathroom. Residents agree to not wear clothing that is overly revealing or has images or messages that promote violence, discrimination or is overtly sexual in nature. Residents agree to not wearing a sleeveless undershirt as a t-shirt, sleeveless muscle shirts, or spaghetti-strap. No swim suits or pajamas may be worn outside a resident's room.

Language and Behavior: Residents agree to treat staff, outside agency workers, volunteers, and fellow residents with respect. Abusive language and aggressive behavior is prohibited. The Inn will not tolerate abusive language, yelling, gossip, bullying, aggressive actions, speech or actions that are racist, homophobic, and/or sexist or that in any way belittle an individual's race, sexual orientation, gender, or religious beliefs. Any unwanted sexual advances either in person or electronically will not be tolerated. Threats of harm or the causing of actual harm are prohibited. **Bethlehem Inn is committed to providing an inclusive environment for everyone, regardless of ability or identity. We expect residents, staff and volunteers to demonstrate respect and consideration in speech and actions, refrain from demeaning, discriminatory or harassing behavior and speech, and be mindful of others and our surroundings. Please inform Bethlehem Inn staff if you experience or hear about any threatening or inappropriate situations that violate this agreement. Bethlehem Inn follows an anti-harassment policy in these situations.**

Communication with Family Residents: For the safety and security of residents enrolled in the Inn's Families First Program, single residents agree to not communicate with Family residents regardless if there is a past/current relationship with Families First resident(s).

Public Displays of Affection: Residents agree to avoid public displays of affection among residents while on shelter property.

Tobacco: Residents agree to use Tobacco – regular, e-cigarettes, vapes, and chewing tobacco in permitted smoking area only from 4 a.m. to lights-out. Smoking areas are closed during evening chores. No cigarettes are to be rolled in resident rooms, the dining room or lounges; please use the smoking area for rolling cigarettes.

Drugs and Alcohol: All residents agree to random urinalysis and breathalyzer tests. Resident use and/or possession of drugs and alcohol, including, without limitation, marijuana (all ways you can consume), Kratom, both on- and off-site, is strictly prohibited. Being under the influence of drugs or alcohol while a resident will result in an exit. Possession of either drugs or alcohol on site will result in immediate Involuntary Exit. Mouthwash, cologne, perfume with alcohol is not permitted.

Drug paraphernalia (including needles, pipes, syringes, cooking devices, etc.) are not permitted. Violation will result in immediate Involuntary Exit. Residents may not possess prescription drugs that they themselves have not been prescribed. Prescribed medications must be kept in the original container and new medications must be reported to staff. Prescription drugs are to be used as prescribed.

Personal Possessions: The Bethlehem Inn is not responsible for any lost, missing or stolen property. **ALL** personal possessions must fit into the wardrobe assigned to each bed. This includes clothing, shoes and dirty clothing. All toiletries are to be stored in the provided tote and placed in the wardrobe. All medications and valuables must be stored in the locking wardrobe. Residents will be issued a combination lock that is left on the locker at exit. Fishing poles, skateboards and guitars are permitted to be stored in wardrobes. Residents agree to not use personal bedding, sleeping bags, personal pillows, or decorative pillows/items in rooms.

Electronic Devices: Residents agree to use electronic devices in resident rooms between wake-up and lights-out hours and use head phones or ear buds rather than speakers. As a courtesy to all residents, electronic devices, including cell phones, must be in "silent mode" from 9 p.m. until the next morning. Residents agree to use headphones, ear buds, air pods while listening to electronic devices in common areas. Filming, photographing, or audio recording of residents or staff are not permitted without permission from the person(s) being recorded.

Weapons and Tools: **Projectile weapons (guns/bows) are never allowed.** Weapons (non-projectile) and tools of any kind must be turned over to staff during intake. If a tool is needed for work, it may be picked up from staff before leaving for work and returned at check-in.

Pornography: Pornographic or sexually-explicit material (electronic/video/print) is not permitted anywhere on Inn property.

Lending, Borrowing, Trading, or Sale of Belongings: Residents agree to not lend, borrow, trade, or sell belongings or request the same, including, without limitation, over-the-counter medications, prescription drugs, tobacco products, and rides to, from, or with any other resident, staff member, volunteer, or donor.

Resident Rooms: Residents agree to not switch rooms/beds or use totes that belong to a different room unless directed by staff. Residents agree to not knock on another resident's door, including residents of the same gender. Beds must not be obstructed. Bunks are not to be shadowed or tented by any material. All towels must be hung on hooks and not on bed posts. If locked out, ask staff for assistance.

Fire Safety: Fires or burning of any kind (candles, smoking, incense, oils, plug-in deodorizers, etc.) are not permitted in any room. Tampering with smoke detectors or unnecessarily discharging a fire extinguisher is prohibited. Fireworks or explosives may not be on property at any time. Violation will result in an immediate Involuntary Exit.

All residents agree to participate in random fire drills. In the event of an emergency, an alarm will be heard, and all residents must proceed immediately to designated evacuation area. Individuals using oxygen cannot be in the Smoking Area with their oxygen.

Food and Drinks: Residents agree to not have food or drinks (except water) in rooms. Dry goods not immediately consumable (*i.e.*, instant coffee) may be stored but not consumed in rooms. Personal food items may not be stored in the facility’s kitchen or pantry, including in the refrigerators or freezers. Food and drinks may not be stored or brought outside of rooms except in a vehicle. If found, these items will be confiscated.

Cleaning and Chores: Residents agree to keep their beds and rooms and the common areas neat and orderly at all times. There is a weekly deep clean check of the room/bathroom and expectations are posted on the door the previous day. This is a chance to change bedding weekly as well. Residents are expected to participate in morning/evening chores and complete community contributions.

RESIDENT SCHEDULE							
	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun.
Daily Check-in & Key Pickup:	Between 4:00 AM - 5:45 PM					by 5:45 PM	
Dinner Meeting:	Every day - 5:45 PM - In the dining area						
Lights out:	----		10:00 PM Every Night		----		
MEALS	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
- Breakfast	5:00 - 7:00 AM					Brunch - 10am	
- Lunch	Sack Lunch (sign up for a full week)					N/A	
- Dinner	5:45 PM						
Tobacco Permitted:	4:00 am - 10:00 PM (designated Smoking Area ONLY) NO SMOKING DURING DINNER/CHORES						
Mail:	Mail is handed out to residents during dinner time						
Hygiene Supplies:	As needed at front desk						
Laundry:	See signup sheet in laundry room						
Clothing Room:	Dependent on staff availability						
Phone Calls:	4:00 AM – 10:00 PM						
Televisions:	4:00AM – Lights Out except no television during meal times and chores						
Electronics:	Must be on silent when in room from 9:00 PM – 6:00 AM						
HOUSEKEEPING & CHORES							
Deep Clean and Room Checks	The time of room checks varies between rooms. Deep cleans should be completed by noon on the day a room is set for cleaning. Staff will enter a room for room checks and rounds at least 3 times a day.						
Chores and Community Contributions	Chores should be completed by all residents Community contributions are to be completed daily.						
Bedding exchange:	Same day as Deep Clean Room Check						

EXHIBIT C
PILOT PROGRAM AGREEMENT
REASONABLE ACCOMMODATION REQUEST FORM

REQUEST FOR REASONABLE ACCOMMODATION

Note: This form may be submitted to Bethlehem Inn at any time. If you need assistance with this form or have any additional questions, please contact Bethlehem Inn at (541) 322-8768 ext. 18.

Date of Request	Social Security #
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Name of Applicant/Resident/Participant	Phone #
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1. In what way would you like the Bethlehem Inn to accommodate? _____

2. Reason for requesting this accommodation: _____

Provide independent verification from a reliable third party. This could include your doctor, licensed professional representing a rehabilitation center, disability agency, or clinic, or the supervisor of a case manager representing a disability agency, with verification of the existence of your disability. **[See other side of this form]**

I certify that the information in this Request for Reasonable Accommodation is true and accurate. I also give Bethlehem Inn permission to communicate with the third party verifying this accommodation.

Signature of Applicant/Resident/Participant

Please return this form in person to: _____

Bethlehem Inn Staff

Warning: Section 1001 of Title 18 of the US Code makes it a criminal offense to make any willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction, punishable by fine not to exceed \$250,000 and/or imprisonment of not more than 5 years.

Important: This side of the form may only be completed by a reliable, third party that can verify this request is directly related to applicant's disability and who is in a position to know about the applicant's disability.

This side may not be completed by Applicant, Resident or Participant.

REASONABLE ACCOMMODATION VERIFICATION

Explanation: Bethlehem Inn is required by law to provide reasonable accommodations to disabled applicants, residents, and participants that will facilitate their ability to function and provide equal opportunity to use and enjoy our housing programs. Applicable federal and state law defines "disability," with respect to the individual, as: (1) a physical or mental impairment which substantially limits one or more of such person's major life activities; (2) a record of having such an impairment; (3) being regarded as having such an impairment; but such term does not include current, illegal drug use or addiction to a controlled substance. Major life activities are defined as functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Name of person requiring accommodation: _____

Description of accommodation being requested:

I verify that this request is directly related to this applicant's disability and is necessary. (Necessary indicates necessity as opposed to only a matter of convenience or preference.)

I recommend that this request be approved.

I certify that the above information is true and correct.

Signature

Date

Printed Name

Phone #

Professional Title

Fax #

Address

City/State/Zip

Warning: Section 1001 of Title 18 of the US Code makes it a criminal offense to make any willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction, punishable by fine not to exceed \$250,000 and/or imprisonment of not more than 5 years.

EXHIBIT D
HOST-BI PROGRAM AGREEMENT
BUSINESS ASSOCIATE/CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of **January 1, 2023** by and between Bethlehem Inn ("BI") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component Deschutes County Health Services, Homeless Outreach Services Team ("HOST"), "Covered Entity".

WHEREAS, in connection with the performance of the Services, BI may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in contractor agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as contractors;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in the agreement between BI and County for BI's provision of Obligations, intending to be legally bound, agree as follows.

2. DEFINITIONS

- A. *Disclosure* means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside BI's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. *Electronic Protected Health Information* or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. *Protected Health Information* or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by BI from or on behalf of County, or is created by BI, or is made accessible to BI by County.
- E. *Secretary* means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. *Services* means the Obligations provided by BI and HOST identified in the Pilot Program Agreement to which this Exhibit D is attached.

G. *Use* (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within BI's organization.

3. **AGREEMENT.** BI shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which BI becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in BI's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BI agree to the same restrictions, conditions, and requirements that apply to the BI with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the BI is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- N. If BI (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect BI's books and records relating to the use and disclosure of PHI, BI, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of BI's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to County any security incident relating to the EPHI that BI maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. BI agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. BI will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after BI discovers such HIPAA Breach, unless BI is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the BI or, by exercising reasonable diligence, would have been known to the BI. BI will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the BI. No later than seven (7) business days following a HIPAA Breach, BI shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) BI, BI will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the BI has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that BI may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, BI will have a continuing duty to inform County of new information learned by BI regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, BI agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, BI believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. BI shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. BI will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. BI shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material default in BI’s agreement with Deschutes County to provide Services.
- B. BI authorizes termination of this Agreement by County if County determines BI has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, BI shall promptly return or destroy all PHI that BI maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as BI retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and BI, the terms of this Agreement shall prevail.

E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- 4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

<u>To Covered Entity:</u>	<u>Copy to Privacy Officer</u>	<u>To Bethlehem Inn:</u>
Holly Harris, Deputy Director	Kayla Sells, Privacy Officer	Gwenn Wysling
Deschutes County Health Services	Deschutes County Health Services	Bethlehem Inn
2577 NE Courtney Dr.	2577 NE Courtney Dr.	P.O. Box 8540
Bend, Oregon 97701	Bend, Oregon 97701	Bend, Oregon 97708
Fax No. 541-322-7565	Fax No. 541-322-7565	
Holly.harris@deschutes.org	kayla.sells@deschutes.org	gwenn@bethleheminn.org

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

Signature: Holly Harris
Holly Harris (Jan 11, 2023 14:57 PST)
Email: holly.harris@deschutes.org
Title: Deputy Director
Company: Deschutes County

Signature: Gwenn Wysling
Gwenn Wysling (Jan 11, 2023 12:50 PST)
Email: gwenn@bethleheminn.org
Title: Executive Director
Company: Bethlehem Inn

EXHIBIT E
HOST-BI PROGRAM AGREEMENT
REQUIRED PROVIDER CONTRACT PROVISIONS

BI shall comply with the following requirements herein when Oregon Health Authority funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between BI and County. For the purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Regulations and Duties.** Contactor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective August 15, 2022, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #177290. BI agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to BI's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by BI, BI shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.
- 2. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions.
- 3. Miscellaneous Federal Provisions.** BI shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, BI expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 4. Incorporated Provisions, Oregon Health Authority #177290.** Applicable Federal and State laws, statute, rules, regulations, executive orders and policies are incorporated herein by reference and available to BI upon request.
- 5. Nondiscrimination.** BI must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.