



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Deputy City Manager of External Affairs
Darcey Eilers, Assistant City Attorney
Andreana Campbell, Special Projects Coordinator

Date: February 28, 2023

Subject: KING COUNTY'S PERMANENT SUPPORTIVE HOUSING PROJECT IN KIRKLAND

RECOMMENDATION:

Staff recommend Council receives an update regarding the status of the proposed working draft agreements regarding King County's designated permanent supporting housing facility in Kirkland. Staff further recommend Council provide feedback on any outstanding questions or concerns with the draft agreements (**Attachments A, B**). More specifically, the enclosed draft documents now represent near final language for Council consideration, highlighting the following additions since the February 21, 2023 Council meeting:

- New Code of Conduct language to address resident behavior both on and off premises
- The addition of both a City and County liaison position to facilitate communications between the operator and the community
- The additional requirement that the community relations plan include a schedule for regular community meetings co-hosted by City, County, and facility operator staff
- Clarification that the City of Kirkland's approval of the code of conduct, community relations plan, and good neighbor agreement will be through the City Manager

The only remaining issue to be included in the draft agreement is the type of background screening process to be deployed to best ensure positive outcomes for the program as well as compliance with Resolution R-5522. King County has provided a proposed screening process (**Attachment C**) and will be presenting further details during the City Council meeting on March 7, 2023. Staff has also included a criminal background check process (**Attachment D**) for Council consideration.

BACKGROUND DISCUSSION:

King County purchased the former La Quinta Inn in Kirkland ("the facility") to convert it into permanent supportive housing for people experiencing chronic homelessness, as part of the [County's Health through Housing Initiative](#). Before the County's purchase, the City Council

approved [Resolution R-5522 and its accompanying Conceptual Terms Sheet](#) at its March 1, 2022 meeting. Resolution R-5522 set terms and conditions necessary for City support of the hotel as a King County Health through Housing site and identified key issues necessary for City support.

The City Manager's Office and the City Attorney's Office have been negotiating with the County to develop agreements that memorialize the commitments of the City and the County. City and County staff have developed two draft agreements for Council review:

1. **Attachment A:** Permanent Support Housing Agreement (PSHA), which will govern the relationship between the City and the County regarding the County's Health Through Housing facility.
2. **Attachment B:** Services Agreement (SA) that will govern the relationship between King County and the future operator of the facility. The SA is composed of the County's standard Community and Human Services Contract and an exhibit Scope of Work that describes the permanent supportive housing services. The SA will be an attachment to the PSHA.

The City Council held a public hearing to receive community input regarding the King County's permanent supportive housing program in Kirkland. To hear the public hearing and review relevant materials from the January 17, 2023 meeting, the presentation and Council discussion can be found [here](#). To hear Council's earlier discussion on these agreements at the November 15, 2022 Study Session and review relevant materials, the presentation and Council discussion can be seen [here](#).

Following the public hearing, and recent presentation at the February 21, 2023 Council meeting, staff have met with the County to continue negotiations regarding terms of the agreements. This memorandum describes several specific aspects of those continued negotiations.

Resident Code of Conduct

Each Health through Housing site has a code of conduct regarding expectations for things such as rent responsibility, visitors, and interpersonal behavior. Residents are required to comply with the terms of the agreement or risk eviction. Resolution R-5522 and the proposed agreements require that the code of conduct for the Kirkland site be developed following selection of the facility operator, in consultation with numerous parties. The code of conduct is described in more detail in the [January 17, 2023 packet](#).

To address specific Council and community concerns about resident behavior off the premises of the facility, the following new language has been added to the Services Agreement as section II(E)(17)(a)(iii):

- iii. The code of conduct shall also include the following, or substantially similar, expectations of occupant behavior in the immediate and surrounding community: no harassment, acts of violence, or threats of violence against persons living in, working in, or visiting the area; and no disruptive behavior that presents a significant threat to community safety.

Community Relations Plan and Good Neighbor Agreement

The City and the County recognize the importance of fostering and maintaining good neighbor relations and community partnership where Health through Housing buildings are located. The good neighbor agreement and community relations plan to be developed following selection of the facility operator are described in more detail in the [January 17, 2023 packet](#).

To address specific concerns about ensuring the City's direct involvement with community relations matters, the following new language has been added to the PSHA as subsection 4(c):

(c) The City will designate a City employee to serve as a liaison to the Contractor, the County, and community members regarding the Facility and this Agreement. The City's liaison will have an active role in implementing and participating in the Contractor's community relations plan, may attend community events related to the Facility, and may receive and timely respond to community inquiries directed at the City related to the Facility.

The County and the City also recognize the benefit of hosting community meetings to achieve the goals of the community relations plan. To address this, the following has been added to the Services Agreement, in a new subsection II(E)17(c)(iv):

(iv) The community relations plan must include a schedule for regular community meetings co-hosted by the Neighborhood Liaison, the City's liaison, and the County's liaison. Topics at these meetings may include, but are not limited to, appropriate project updates, review of the Good Neighbor Agreement/Community Relations Plan and the resident code of conduct, update on new residents and their orientation to the neighborhood, discussion of the performance and operation of the Facility, discussion of community feedback and how it is being addressed, identification of any impacts from or concerns about the Facility, and review of opportunities for community involvement and outreach efforts. For the first 24 months of operation of the Facility, meetings shall be scheduled quarterly, and thereafter, at the discretion of the Neighborhood Liaison and the City's and County's liaisons, can be reduced to semi-annually, annually, or otherwise.

The County agreed that the City of Kirkland should have approval authority over the good neighbor agreement. Therefore, the following was added to the Services Agreement in section II(E)(17)(b):

The good neighbor agreement and any future amendments must receive approval from the City of Kirkland, through the City Manager.

In addition, the County requested that the City clarify language in the Services Agreement regarding the City's approval of the code of conduct and the community relations plan. As a result, the following was modified (shown in italics) in the Services Agreement in section II(E)(17)(a) and (c), respectively:

The code of conduct and any future amendments must receive approval from the City of Kirkland *through the City Manager*.

The community relations plan and any future amendments must receive approval from the City of Kirkland *through the City Manager*.

Consistent with R-5522, the Services Agreement requires, in Section II(E)(24)(m)(i), that the Safety and Security Plan must be approved by the City of Kirkland through the Kirkland Police Department.

Performance Measures

The PSHA requires that the County and its facility operator publicly report to the City Council within six months of the facility's opening and then annually thereafter. The PSHA details specific performance measures that should be included in the report to Council. The draft agreements included with this memorandum reflect prior performance measures. The County and City have agreed to update these performance measures in collaboration with the County's professional evaluation staff as an ongoing work program to ensure that the program appropriately describes positive outcomes to the community through available data. The final draft agreement presented to Council will reflect this ongoing work program.

Additional Modifications

Through the County's review of the draft agreements, the County noted that the Services Agreement contained language needing updates. Specifically, the County restated the facility operator's obligation to provide permanent supportive housing for eligible individuals (Section II(E)(1)). In addition, the County will be providing a revised definition of permanent supportive housing (Section I(D)(10)). Finally, the phrase "background screening" was removed from Section II(E)(4) of the Services Agreement requirement for the facility operator, as it remained as a result of an oversight from earlier edits in the PSHA now placing the responsibility for background screening on the County.

Resident Background Screening Options

The only remaining issue to be included in the draft agreement is the type of background screening process to be deployed to best ensure positive outcomes for the program as well as compliance with Resolution R-5522. The draft Agreement currently has a placeholder in Section 2(e) that states: "[Background/suitability screening language to be added following negotiations between the parties]." King County has provided a proposed screening process (**Attachment C**) and will be presenting further details during the City Council meeting on March 7, 2023. Staff has also included a criminal background check process (**Attachment D**) for Council consideration.

As a reminder, the City's Resolution R-5522 and the Conceptual Terms Sheet adopted by Council on March 1, 2022, requires that the County and the facility operator maintain strict compliance with existing state law limitations on registered sex offenders living within 880 feet of public and private schools. For context, according to the King County Sheriff's Office (KCSO), approximately 200 people who are registered with the KCSO as sex offenders are homeless. In contrast, according to King County, the January 2020 Point-in-Time Count identified more than 5,500 individuals living unsheltered.

NEXT STEPS:

City staff will continue negotiations with the County to incorporate any Council feedback into final versions of the proposed agreements. Staff recommends returning to Council on March 21, 2023, with a proposed resolution authorizing the City Manager to complete negotiations and execute the proposed agreements incorporating any Council feedback for final consideration and decision.

Attachments

- A – Draft Permanent Supportive Housing Agreement
- B – Draft Services Agreement (King County Boilerplate Contract with Scope of Work Exhibit)
- C – King County’s Proposed Screening Process
- D – Process for Criminal Background Checks Process

[This Document is a Working Draft for Discussion Purposes]

**PERMENANT SUPPORTIVE HOUSING AGREEMENT
BETWEEN THE CITY OF KIRKLAND AND KING COUNTY**

THIS PERMENANT SUPPORTIVE HOUSING AGREEMENT (“Agreement” or “PSHA”) is entered into by and between the City of Kirkland, a Washington municipal corporation (“City”), and King County, a political subdivision of the State of Washington (“County”). Collectively, the City and County may be referred to herein as Parties, and each separately is a Party.

RECITALS

A. WHEREAS, the County purchased the former La Quinta Inn located at 10530 Northrup Way, Kirkland (the “Property”), King County Assessor’s parcel number 6194300010, for use as permanent supportive housing (“PSH”) pursuant to the County’s Health Through Housing (“HtH”) program; and

B. WHEREAS, Chapter 36.70A of the Revised Code of Washington (RCW) was amended by the State legislature under HB 1923 (2019) to include provisions for permanent supportive housing and a definition thereof at RCW 36.70A.030(19); and

C. WHEREAS, the HtH program was authorized and is governed by County Ordinances No. 19236 and No. 19366 and RCW 82.14.530, as may be amended; and

D. WHEREAS, the County’s HtH Implementation Plan adopted by Ordinance 19366 (“County Implementation Plan”), required the County to reach agreement with the City before acquiring a site in Kirkland for its PSH facility; and

E. WHEREAS, the City’s requirements for agreeing to the County’s use of the Property as a PSH facility (the “Facility”), agreed to by the County, are set forth in the Term Sheet attached as Exhibit A to Resolution R-5522, passed by the City Council on March 1, 2022; and

F. WHEREAS, the conditions of the Term Sheet address the fact that the Facility will share a common border with a major school and will be in close proximity to a preschool and daycare facility; and

G. WHEREAS, the County Implementation Plan also requires the County to partner with the City regarding operation of the Facility; and

H. WHEREAS, Resolution R-5522 authorized the City Manager to negotiate this Agreement with the County to ensure that operation of the Facility is consistent with the Term Sheet; and

I. WHEREAS, Resolution R-5522 directed the City Manager to perform a robust community engagement and stakeholder outreach process to allow interested members of the public to provide comment and feedback regarding proposed terms for this Agreement, and such outreach included a town hall, several focus groups, feedback from the community through electronic platforms, and a public hearing on January 21, 2023; and

[This Document is a Working Draft for Discussion Purposes]

J. WHEREAS, the negotiation of this Agreement has been informed by the information provided by the public during such outreach process; and

K. WHEREAS, these negotiated terms and conditions are expressed both in this Agreement and in the Services Agreement attached to this Agreement as **Exhibit A**; and

L. WHEREAS, the County is responsible for the operation of its Facility and for ensuring that its contractor selected to operate the Facility abides by the terms and conditions of the Services Agreement; and

M. WHEREAS, the County agrees the City will have clear rights and authority to seek specific performance of this Agreement, including to ensure that the County requires the Contractor to maintain compliance with the terms of the Services Agreement; and

N. WHEREAS, the City Council conducted a public hearing to consider this Agreement on _____, 2022, and approved its execution on _____, 2022, by Ordinance No. _____.

NOW, THEREFORE, in order to fulfill the foregoing purposes and intent, including compliance with the County Implementation Plan and the City's Resolution R-5522, and in consideration of the mutual agreements herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the County agree as follows:

AGREEMENT

1. Use of the Property and Facility Operations. The Facility shall be used exclusively for PSH and for no other purpose. For purposes of this Agreement, "Permanent Supportive Housing (PSH)" has the meaning set forth in RCW 36.70A.030(19).

(a) The Facility shall not operate as a "Community Health Engagement Location" site, as described in the County's Ordinance Nos. 18584, i.e., the Facility will not be a supervised/safer consumption site, or a supervised/safer injection facility, or a supervised/safer injection service.

(b) The Facility shall not operate as a "Safe Parking" or other program for individuals experiencing unsheltered homelessness. No camping (including car camping) or any other form of persons sleeping outdoors or in vehicles shall be allowed on the Property.

(c) The selected Contractor operating the Facility shall provide on-site staffing 24 hours per day and seven days per week, including appropriate security personnel.

(d) Comprehensive support services shall be offered to residents, including, but not limited to, behavioral health treatment (including substance use disorders), employment assistance, job training, education, and transportation.

(e) The selected Contractor operating the Facility shall coordinate with local service providers and City staff to identify and prioritize eligible homeless individuals in Kirkland and the Eastside so that such persons are able to receive PSH within their own community.

(f) This Agreement does not address review and approval of permits necessary for the Facility under applicable local, state, national, uniform, and international codes such as for work related to building, mechanical, plumbing, electrical, and fire protection (collectively, "Construction Work"). If any Construction Work is proposed on the Property, standard permitting processes pursuant to the Kirkland Municipal Code and Kirkland Zoning Code shall apply.

2. Selection of Contractor and Execution and Performance of the Services Agreement.

(a) The City will have the opportunity to review and approve the County's selection process and the criteria for the Contractor to operate the Facility and to participate in the County's process for selecting a Contractor to operate the Facility and must concur with the County's selection, as provided by the County Implementation Plan.

(b) The City will provide input in selecting a new name for the Facility.

(c) The County will require its selected Contractor operating the Facility to enter into and comply with a Services Agreement substantially similar to that attached as **Exhibit A** or as amended consistent with Section 7 of this Agreement.

(d) Regardless of any future amendment of the Services Agreement, as such amendment is authorized pursuant to Section 7 of this Agreement, it shall always:

(1) include the elements set forth in the City's Resolution R-5522, including a safety and security plan, program rules and/or code of conduct, and a community relations plan; and

(2) provide that the City shall be an involved party in decisions related to the implementation of the Services Agreement and related exhibits.

(e) [Background/suitability screening language to be added following negotiations between the parties].

3. Reports to the City Council.

(a) The County and Contractor will publicly report to the City Manager and City Council within six months of the Facility beginning to accept residents, and at least annually thereafter, unless the City Council approves less frequent reports, regarding operation of the Facility and compliance of the Contractor with the terms of the Services Agreement.

(b) The report should include the following:

(1) Data on the number of new tenants, exits, unit nights, and households served during the reporting period, including demographics;

- (2) Number of residents enrolled in permanent supportive housing at the Facility;
- (3) Number/percentage of residents receiving on-site and off-site resident supports, including estimated hours provided to residents by service providers;
- (4) Number/percentage of residents enrolled in Medicaid or another means of health insurance;
- (5) Number/percentage of residents who receive physical or behavioral healthcare supports;
- (6) Number/percentage of households who maintain or increase income through employment or public benefits while residing at the Facility;
- (7) Number/percentage of individuals who maintain or exit to permanent housing from permanent supportive housing;
- (8) Number/percentage of residents with emergency visits and psychiatric hospitalizations;
- (9) Number/percentage of residents with criminal justice system interactions;
- (10) Information on community feedback received by the County or Contractor, including a summary of any action taken as a result, if any;
- (11) Number of emergency responses to the Facility;
- (12) Data on the results of the County's background screening process.

4. Communication and Coordination among the Parties and the Contractor.

(a) To ensure ongoing communications between the County, the City, the Contractor, and appropriate service providers, the Parties shall develop a communication plan, which may be a part of or incorporated into the Contractor's community relations plan.

(b) In addition, the Parties will meet on a regular basis with one another and with the Contractor to discuss, as appropriate, performance and operation of the Facility, compliance with this Agreement, and elements of the Services Agreement, and to work on any unexpected challenges and promptly resolve issues, including challenges regarding program outcomes and the status of any applicable good neighbor agreements. The Parties also will promptly meet on an *ad hoc* basis at the request of either Party to resolve issues as quickly as possible.

(c) The City will designate a City employee to serve as a liaison to the Contractor, the County, and community members regarding the Facility and this Agreement. The

City's liaison will have an active role in implementing and participating in the Contractor's community relations plan, may attend community events related to the Facility, and may receive and timely respond to community inquiries directed at the City related to the Facility.

5. Alternative Housing. The City and County agree to partner on exploring additional sites within Kirkland, not adjacent to schools, that could also provide permanent supportive housing, including to persons who are not accepted for housing by the Contractor operating the Facility.

6. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. King County shall not, however, assign its rights under this Agreement to another entity, operator, or contractor or sell the Facility to non-County entity unless the County obtains prior written consent of the City, which shall not be unreasonably conditioned or withheld.

7. Amendment. This Agreement may be amended by written agreement of the City Council and King County. Terms of the Services Agreement that are materially relevant to this Agreement may be amended by the County only with the agreement of the City Manager and only when the terms are consistent with Section 2(d) of this Agreement. The County reserves the right to otherwise amend its Service Agreement.

8. Reservation of City Authority. As provided by RCW 19.27.095 and KMC 21.06.248, the County's use of the Property will vest to the code in effect at the time of complete permit submittal. The current zoning code does not include specific provisions directly regulating PSHs as a separate type of use. The Property is in the City's YBD 3 zone and is intended to be permitted as stacked dwelling units, which are an allowable use. Notwithstanding anything to the contrary in this Agreement, the City reserves the right and authority to amend its zoning code to specifically regulate PSHs and similar uses, provided that such future code amendments shall not operate to the detriment of the terms of this Agreement except to the extent any such code amendments are required by State law; and provided that the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety. Nothing in this Agreement or provision is intended to restrict or limit the rights of the City to enforce its code or otherwise exercise its police powers.

9. Term. The effective date of this Agreement shall be the date of its signature by both Parties, and the Agreement shall continue in effect for so long as the Facility is used for PSH. However, it may be amended at any time by agreement of the parties pursuant to Section 6. This Agreement will terminate when the Facility is no longer used for PSH, except that its provisions related to Indemnification and Defaults and Remedies shall continue in effect. When this Agreement terminates, the Facility shall either cease being a PSH facility or will be subject to the requirements of the City's code specific to PSH facilities in effect at the time of termination and will have one hundred eighty (180) days to achieve compliance or to initiate actions to achieve compliance by submitting all necessary documentation and thereafter diligently pursue completion.

10. Dispute Resolution.

(a) The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement or arising from the Contractor's compliance with the Services Agreement or to resolve any ongoing material failure by the County or Contractor as agent of the County to fulfill the obligations set forth in Sections 1 and 2 of this Agreement. Neither Party may seek relief in a court of law or any other forum until and unless the dispute resolution process set forth in this Section 10 has been completed in good faith, except that nothing in this section shall require a Party to postpone seeking injunctive or other equitable relief if it believes in good faith such relief is needed.

(b) The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 10. The Parties' Designated Representatives shall be the persons identified in Section 21 to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

(c) If a dispute arises, then

(1) Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within ten (10) business days of written notification by either Party.

(2) Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the City Manager and the County's DCHS Director or their designees. The City Manager and the County's DCHS Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference or videoconference.

(d) The Parties cannot resolve the dispute utilizing the process in Section 10(c), the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

(e) During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

11. Default and Remedies.

(a) If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-

performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it notifies the non-defaulting party of its plan to cure and commences cure within the thirty (30) day period and thereafter diligently pursues cure to completion.

(b) In the event of a party's Default:

- (1) The non-defaulting party shall have the right to terminate this Agreement.
- (2) The non-defaulting party shall also have the right to exercise all other rights and remedies available to it in law or equity and shall specifically be entitled to an injunction, an order of specific performance, or other legal or equitable remedy that will cause the Defaulting party to perform and comply with the terms of the Agreement.
- (3) The County acknowledges that a breach in its performance under this Agreement related to its obligations under Subsections 1(a), 1(b), and 2 will damage the City but by their nature such damages may be difficult to ascertain. Accordingly, in the event of a Default related to those provisions, the City shall be entitled to assess against the County as liquidated damages and not by way of penalty, a sum calculated as follows: [One Thousand and No/00] dollars (\$1,000.00) per calendar day period, per violation or act of non-compliance, which will begin to run from the first date of Default.

12. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party.

13. Indemnification. Each party is individually responsible for its own employees' and agents' acts and omissions arising out of or in connection with the performance of this Agreement. Further, each party agrees to indemnify, defend, and hold harmless the other party (including their officers, officials, agents, employees, consultants, and volunteers) from any and all claims, costs (including reasonable attorney fees), losses, and judgments that arise out of or result from the tortious acts, errors, or omissions of that party's officials, officers, agents, employees, consultants, and volunteers in connection with the performance of any activities related to this Agreement, to the extent caused by the indemnifying party's acts, errors, or omissions.

14. No Presumption Against Drafter. The Parties have each participated in the negotiation and drafting of this Agreement, and each has been represented by counsel. In the event a court determines a provision of this Agreement to be ambiguous, such ambiguity shall not be construed against another Party based on the claim that the Party drafted the ambiguous language.

15. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the signatory Parties and their successors and assigns. No other person or entity shall have any right of action based on any provision in this Agreement, and no other person or entity shall have any third-party beneficiary status.

16. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any action shall lie in King County Superior Court.

17. Severability. Should any court of competent jurisdiction find any provision of this Agreement to be invalid, the remainder of the Agreement shall remain in full force and effect. Provided, however, if the invalidation would deprive either Party of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then the Parties shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by loss of the invalid provision, the Party deprived of an essential benefit shall have the option to terminate this Agreement from and after such a determination by providing notice to the other Party.

18. Section Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

19. Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties with regard to its terms. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects addressed herein, without limitation. No Party is entering into this Agreement in reliance on any promises, inducements, representations, understandings, interpretations, or agreements other than those stated herein.

20. Recording. King County shall record an executed copy of this Agreement with the King County Auditor no later than fourteen days after the effective date and shall provide the City with a conformed copy of the recorded document within thirty days of the effective date.

21. Notice. All correspondence and any notice required in this Agreement shall be delivered both by electronic mail and by either personal service or U.S. Mail to the following parties:

TO CITY: City of Kirkland
Attn: City Manager
123 5th Avenue
Kirkland, WA 98033
Email: _____

with a copy to: City of Kirkland
Attn: City Attorney
123 5th Avenue
Kirkland, WA 98033
Email: _____

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TO COUNTY: King County Department of Community and Human Services
Attn: Department Director
Attn: Division Director – Housing & Community Development
Chinook Building
401 5th Ave Suite 500
Seattle, WA 98104
Email: _____

with a copy to:

King County – DCHS
401 5th Ave Suite 500
Seattle, WA 98104
Email: _____

King County Prosecuting Attorney’s Office
1191 Second Avenue Suite 1700
Seattle, WA 98104
Email: _____

Notice is deemed to be given on the date of electronic mail provided that on the same day notice is also given for delivery to a commercial courier or placed in the U.S. Mail. Either Party may update or change the person and addresses for the receipt of notices under this Section from time-to-time by delivering written notice to the other Party designating the new person or address, at least five (5) days prior to the name and/or address change.

22. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures on this Agreement shall constitute original signatures of the Parties.

The City Council conducted a public hearing regarding this Agreement on _____, 2022, and approved this Agreement by Ordinance ____ on _____, 2023, which authorizes the City Manager to execute this Agreement after its execution by King County.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind the entity on whose behalf such person signs, and that such entities have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

KING COUNTY:

By _____
Its _____

CITY OF KIRKLAND:

By _____
Its _____

<u>Exhibit</u>	<u>Description</u>
A	Proposed Contractor Services Agreement

WORKING DRAFT

Exhibit A

Proposed Contractor Services Agreement

WORKING DRAFT

**KIRKLAND PERMANENT SUPPORTIVE HOUSING
HEALTH THROUGH HOUSING
[AGENCY NAME]
SERVICES AGREEMENT
EXHIBIT I**

I. WORK STATEMENT

The Health Through Housing (HTH) program is designed to rapidly expand the inventory of housing for people who are Chronically Homeless or At Risk of Chronic Homelessness. [Agency Name], a Washington non-profit organization, hereinafter referred to as the “Contractor”, shall provide [XXX] Units of Permanent Supportive Housing for eligible households who are highly vulnerable and disabled single adults who are identified as meeting the Health Through Housing Chronically Homeless definition and need Permanent Supportive Housing in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed [\$XXX] annually in King County Health Through Housing funding, for the period of [XXX 1, 20XX, through XXX, 20XX].

The following is incorporated by reference as part of this Exhibit:

- King County Facilities Management Division Temporary Use agreement
- [Initial Health Through Housing Implementation Plan 2022-2028](#)

Ongoing funding for the full term of the Exhibit shall be contingent on program performance, continued funding availability, project alignment with homeless planning priorities, and other contractual requirements in the Exhibit.

II. PROGRAM DESCRIPTION

A. Outcome

Increase and maintain the housing stability of homeless households.

B. Indicators

The number and percentage of households that exit to or retain permanent housing as measured in the Homeless Management Information System (HMIS).

C. Eligibility

Eligible clients are Chronically Homeless adult individuals who Chronically Homeless or at risk of Chronic Homelessness.

D. Definitions

1. At Risk of Chronic Homelessness: For the purposes of HTH , “At risk of chronic homelessness” describes a household that 1) includes an adult with a developmental, physical or behavioral health disability, 2) has experienced homelessness for a cumulative total of ten to twelve months within the previous three years, or 3) has experienced homelessness for a cumulative total of twelve months within the last five years; and 1) includes one adult that has been

incarcerated within the previous five years in a jail or prison, 2) includes one adult that has been detained or involuntarily committed under chapter 71.05 RCW as now existing, as hereafter amended or as superseded, or 3) identifies as a member of a population that is demographically overrepresented among persons experiencing homelessness in King County.

2. **Case Management:** Individually-tailored services to address barriers to housing stability that are provided in a client's home, an office, or other location as described in a mutually agreed-upon plan of action. Case Management Services may include, but are not limited to: client engagement, linkages to housing and housing advocacy, building relationships with landlords, assisting clients with housing applications, assessment of client strengths and obstacles, safety planning and assessment, individualized goal planning, linkages with community supports including behavioral health services, care coordination with other service providers, life skills-building, assistance applying for public benefits, connections with employment and training opportunities, job coaching, assistance with social support and enhancing social networks, assistance documenting eligibility for housing subsidy (including services to individuals who may not in the end be admitted to the program), documentation of client progress in case notes and database, and a variety of other supports.
3. **Chronically Homeless:** Chronically Homeless as defined for the purposes of Health Through Housing is a homeless adult with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years with each episode separated by seven days, and cumulatively totaling twelve months.
4. **Culturally Competent Services:** Cultural competency within an organization and the services that it provides includes a defined set of values and principles, and demonstrated behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations. The three following components shall exist:
 - a. **Accessibility:** the agency evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different from the majority population.
 - b. **Relevance:** the agency identifies specific culturally based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
 - c. **Commitment:** the agency periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from client and non-client culturally diverse populations and key stakeholders and uses this feedback in policy making, agency administration, and service delivery.
5. **Fair and Just Practices:** Agency policies, practices, attitudes, services, and systems that promote fairness and opportunity for all people, particularly marginalized communities, including people of color, low-income communities, people with limited English proficiency, immigrants and refugees, individuals with disabilities and LGBTQ individuals. This includes programs that engage all

communities in a manner that fosters trust among people and supports efforts to develop solutions on individual, organizational and community levels.

6. **Harm Reduction:** Harm Reduction is a set of practical strategies that reduce the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence. These strategies meet drug users "where they're at," addressing conditions and motivations of drug use along with the use itself. Harm Reduction acknowledges an individual's ability to take responsibility for their own behavior. This approach fosters an environment where individuals can openly discuss substance use without fear of judgment or reprisal, and does not condone or condemn drug use. Staff working in a Harm Reduction setting work in partnership with tenants, and are expected to respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. The Harm Reduction model has also been successfully broadened to reducing harms related to health and wellness as well as many other issues.
7. **Housing First:** Housing First is a homeless system orientation designed to return homeless people to housing as quickly as possible without a "housing readiness" test, or other conditions to entering housing. Programs in a Housing First homeless system empower homeless people to overcome barriers to obtaining permanent housing. A Housing First system does not require that households spend time in a shelter or graduate from a transitional housing program in order to receive Permanent Supportive Housing, although many households will enter housing from a shelter. In order to achieve a Housing First system orientation, homeless housing units in the system must remove screening barriers and screen in homeless households, many of whom may have barriers that traditionally make it more difficult for them to rent in the private market.
8. **Housing Stability Plan:** A plan created with the program participant(s), as part of the Housing Support Services, to address a variety of issues related to a household's ability to maintain and improve their housing situation. The plan defines the services requested by the household, how these services will be delivered, and how progress is measured. It can include strategies for addressing basic and clinical care needs, developing positive social support networks, and assessing needs and gaps in current supportive services.
9. **Housing Support Services:** Services provided for the purpose of housing stabilization for residents. Housing Support Services include providing day-to-day support for residents, including addressing lease violations, coordinating community building activities and meals, crisis intervention and response both during the day and at night, mitigating issues in the neighborhood, and ongoing assistance maintaining connections to needed community services. All meetings, referrals and outcomes shall be documented and shall inform a Housing Stability Plan.
10. **Permanent Supportive Housing:** Non-time limited affordable housing for a household that is homeless on entry, and has a condition or disability, such as mental illness, substance use disorder, chronic health issues, or other conditions that create multiple and serious ongoing barriers to housing stability. Households need a long-term high level of services in order to meet the obligations of tenancy and maintain their housing. Tenant holds a rental agreement or lease and may continue tenancy as long as rent is paid and the tenant complies with

the rental agreement or lease. Tenants have access to a flexible array of comprehensive services, mostly on site, such as medical and wellness, mental health, substance use disorder, vocational/employment, and life skills. Services are available and encouraged but are not to be required as a condition of tenancy. There is ongoing communication and coordination between supportive service providers, property owners or managers, and/or housing subsidy programs.

11. **Operating Costs:** The costs of property maintenance and facilities, including property management, facilities, and maintenance staff; building repair professional fees; cleaning and repair supplies; and property insurance.
12. **Progressive Engagement:** A service delivery approach and homeless system orientation that entails: individualized services that are responsive to the needs of each household; an initial assessment and services address the immediate housing crisis with the minimal services needed; frequent re-assessment determines the need for additional services; services that are Voluntary and build on the strengths and resources of each household; households exited to permanent housing as soon as possible; and the ability to access assistance if a household faces homelessness again.
13. **Resident Services:** Property-based services that coordinate on-site activities and information and referral services for the purpose of accessing services offered by third-party providers. Resident Services promote resiliency and stability through community asset building. Examples of Resident Services include employment programs; adult education programs; community safety, and resident leadership. Resident Services may be available through referral and/or on-site with at least one staff to coordinate and deliver services. Classes and activities based on resident needs may be offered on site. Activities and services may include such things as nutrition financial literacy classes, employment services, adult education and community building and engagement and eviction prevention. Residents who participate in employment services and/or who may become employed are not disqualified from remaining in the HtH program.
14. **Trauma-Informed Care:** An approach to working with people that understands, recognizes and responds to the impacts of trauma. No one is immune to the impact of trauma, but it is certainly experienced by people facing homelessness. Often, trauma survivors can be re-traumatized by well-meaning providers. Becoming 'trauma-informed' recognizes that people experience many different types of trauma in their lives and their responses vary. By orienting our organizations, environments, services, and day-to-day interactions around the impacts of trauma, we create a safe and healing space for everyone.
15. **Twenty-Four Hour Desk Staffing:** The Twenty-Four Hour Desk Staff are responsible for staffing the front desk, admitting tenants into the building, checking in and monitoring guests, monitoring security cameras, conducting floor checks, and responding to tenants who need assistance after business hours. Staff shall be trained in crisis intervention.
16. **Voluntary Services:** Flexible services designed primarily to help tenants maintain housing. Voluntary Services are those that are available to but not demanded of tenants (one's housing is not dependent on participation in services), such as

service coordination/Case Management, physical and mental health, substance use management and recovery support, job training, literacy and education, youth and children's programs, and money management. While services are not a condition of tenancy, providers may employ motivational interviewing and other techniques to engage clients in services.

E. Program Requirements

1. The Contractor shall maintain [XXX] Permanent Supportive Housing units for adult individuals who are Chronically Homeless or At-Risk of Chronic Homelessness at [XXX], Kirkland, WA.
2. The Contractor shall provide Twenty-Four Hour Desk Staffing each day to provide security and access to staff trained in crisis intervention. This staffing is required 24 hours per day, seven days per week.
3. Tenant Protections:
 - a. All program clients in the Permanent Supportive Housing must have a lease with at least a one-month term, up to a maximum term of 12 months. The lease must be automatically renewable upon expiration, with the exception of prior notice by either party, up to a maximum term of 12 months. A copy of the signed lease agreement must be kept in the client file.
 - b. Program fees are not allowed. Programs are not required to charge rent. If rent is charged, it may not exceed the highest of:
 - i. 30 percent of the household's monthly adjusted income;
 - ii. 10 percent of the household's monthly income;
 - iii. If the household is receiving welfare assistance from a public agency and a part of the payments (adjusted with household's actual housing costs) is specifically designated by the agency to meet the household's housing cost, the portion of the payments that is designated for housing costs.
4. The Contractor shall conduct assessments of screened/referred clients for final acceptance into the program, as well as all required documentation of eligibility, including income and Chronically Homeless/At Risk of Chronic Homelessness verification, to be kept in the client file. For households with two or more persons, disability documentation must be provided for all disabled members of the household. The Contractor shall conduct background screening assessments of screened/referred clients for final acceptance into the Facility. The Contractor must provide eligibility documentation as required by the following regulations:
 - a. Income at time of move-in cannot exceed 30% of King County area median income;
 - b. Chronically Homeless Verification; and

- c. Disability.
5. Supportive Services: The Contractor shall provide Case Management, Housing Support Services, Resident Services, and Twenty-Four Hour Desk Staffing that will focus on the elimination of barriers to securing and maintaining permanent housing. To do so, the Contractor shall comply with the following:
 - a. The Contractor shall create a Housing Stability Plan for each household and provide Case Management services that are aligned with each individual plan.
 - b. The Contractor shall ensure that all participant households have a lease with the head of household listed as a tenant on the lease. The Contractor shall provide a copy of the lease to the participant household and shall keep a copy in the participant file.
 - c. The Contractor shall have an established formal process for termination of assistance to program participants. The process shall be written and provide for due process. Written termination policies and program rules shall be provided to all participants upon entry.
 - d. The Contractor, in order to complement and maximize available resources and to achieve the best possible outcomes for clients, shall have a working agreement and/or some contractual relationship for any coordinated service provision.
 - e. At a minimum, Contractor shall provide the following supportive services: behavioral health treatment (including substance use disorders), employment assistance, job training, education, and transportation.
6. Service Delivery Models: The Contractor shall provide services and operate from a framework that incorporates the following:
 - a. Culturally Competent Services;
 - b. Fair and Just Practices;
 - c. Harm Reduction Principles;
 - d. Housing First;
 - e. Progressive Engagement; and
 - f. Trauma-Informed Care.
7. Access / Participant Rights and Responsibilities: The Contractor shall comply with the following:
 - a. The Americans with Disabilities Act (ADA), including access to assistive animals;

- b. Accessible to all clients, including transgender and non-binary individuals, in their self-defined gender; and
 - c. The Contractor shall have a written policy regarding the rights and responsibilities of program clients and applicable service restrictions or barring. Program participants shall be made aware of this policy upon admission or as soon as reasonably possible.
8. **Equity and Social Justice:** There are profound racial and ethnic disproportionalities within the homeless population, with both Black/African American and American Indian/Alaska Natives over six times more likely to be homeless. Health Through Housing is committed to seeing an annual reduction in the racial and ethnic demographic disproportionality among persons experiencing chronic homelessness in King County. In an effort to lead with racial equity, the Contractor is expected to ensure that agency providers and administrators are trained in racial equity frameworks and practice, and are undertaking continuous quality improvement and evaluation of this process.
9. The program shall be fully occupied for the full term of this Exhibit. Full occupancy is considered achieved when the vacancy rate does not exceed five percent. During the term of the Exhibit, DCHS may temporarily waive or change this vacancy threshold as conditions warrant, such as building lease-up.
10. The Contractor shall participate in King County Health through Housing focused service meetings, trainings, and learning circles.
11. **Staff Training:** The Contractor shall advance staff access to training opportunities in Equity, Diversity, and Inclusion (EDI); trauma-informed Case Management; safety and security training; and other areas to support case managers and service delivery.
12. **Participant Feedback:** The Contractor shall have a process for soliciting and incorporating participant feedback into the project for the purposes of improving participant experience and outcomes.
13. The Contractor must work to further goals and align with the vision outlined in the Initial Health Through Housing Implementation Plan 2022-2028 (Implementation Plan).
14. **Leveraging Other Fund Sources:** The Contractor shall apply for and leverage all other service and operating fund sources, partnerships, and resources (e.g., Medicaid Foundational Community Supports (FCS) and/or local jurisdiction funding) to the greatest extent possible. In addition, the Contractor is expected to integrate leveraged services and resources for HtH into the project as coordinated by DCHS.
15. **Leveraging the Medicaid Permanent Supportive Housing Services Benefit:** A benefit is available to cover 'Foundational Community Supports' (FCS) (i.e., tenancy supports and housing Case Management) for Medicaid-eligible individuals with a medical necessity who meet one or more of four defined risk factors. All qualifying agencies and programs are expected to leverage the

resource, in order to work towards securing a staff-to-client ratio of between 1:15 and 1:20. More information can be found on the [AmeriGroup FCS Page: https://provider.amerigroup.com/washington-provider/patient-care/foundational-community-supports](https://provider.amerigroup.com/washington-provider/patient-care/foundational-community-supports)

16. Contract Changes: The Contractor shall not make any significant changes to an approved program without prior written consent of the County and, where required, prior written consent of the City. Significant changes include, but are not limited to, a change in the agency providing the supportive services, a change in the project site, additions or deletions in the types of activities listed in the Exhibit, a shift of more than ten percent of funds from one approved type of activity to another over the term of this Exhibit, or a change in the category of participants to be served.
17. Good Neighbor Commitment:
 - a. The Contractor shall have in place a code of conduct or similar type of agreement that is agreed upon by residents at the time of entry. Codes of conduct cover expectations for things such as visitors and interpersonal behavior. This code of conduct shall be developed in consultation with the City of Kirkland, service providers, jurisdictional partners identified by the City and County, community members or adjacent neighbors identified by the City and County, and those who have a lived experience of homelessness. The code of conduct and any future amendments must receive approval from the City of Kirkland **through the City Manager.**
 - i. The code of conduct shall describe occupant expectations and consequences for failing to comply, up to and including eviction.
 - ii. The code of conduct shall at a minimum address the following topics: the use of alcohol and recreational marijuana; smoking indoors and in public places; the use and sale of illegal drugs; threatening or unsafe behavior; and weapon possession.
 - iii. **The code of conduct shall also include the following, or substantially similar, expectations of occupant behavior in the immediate and surrounding community: no harassment, acts of violence, or threats of violence against persons living in, working in, or visiting the area; and no disruptive behavior that presents a significant threat to community safety.**
 - b. The Contractor, in coordination with DCHS, shall craft a good neighbor agreement, committing the Contractor, the County, local jurisdiction, and the local community to a collective agreement that describes how the parties to the agreement will communicate and resolve concerns when they arise. This good neighbor agreement can be combined with the community relations plan in subsection c, if the Contractor and the County determine that is appropriate. **The good neighbor agreement and any future amendments must receive approval from the City of Kirkland, through the City Manager.**

- c. The Contractor, in coordination with the County and the City of Kirkland, in consultation with jurisdictional partners and community members or adjacent neighbors identified by the City and County, shall develop a community relations plan that will contain strategies and policies for community engagement. The community relations plan and any future amendments must receive approval from the City of Kirkland **through the City Manager.**
 - i. The community relations plan must address potential impacts on nearby schools, businesses, and/or residences, including identifying process(es) for dispute resolution and proposed resolution and mitigation approach(es).
 - ii. The community relations plan must address expectations between the Contractor, local community, service providers, and City representatives (e.g., data and performance measures, program descriptions and services offered, opportunities to volunteer and donate).
 - iii. The community relations plan must identify a “Neighborhood Liaison,” who will be a staff person of the Contractor who has been designated to be a visible and friendly ambassador for the permanent housing facility, to nurture respectful relationships among community members, to attend community events, and to receive and respond to neighbor complaints in a timely manner.
 - iv. **The community relations plan must include a schedule for regular community meetings co-hosted by the Neighborhood Liaison, the City’s liaison, and the County’s liaison. Topics at these meetings may include, but are not limited to, appropriate project updates, review of the Good Neighbor Agreement/Community Relations Plan and the resident code of conduct, update on new residents and their orientation to the neighborhood, discussion of the performance and operation of the Facility, discussion of community feedback and how it is being addressed, identification of any impacts from or concerns about the Facility, and review of opportunities for community involvement and outreach efforts. For the first 24 months of operation of the Facility, meetings shall be scheduled quarterly, and thereafter, at the discretion of the Neighborhood Liaison and the City’s and County’s liaisons, can be reduced to semi-annually, annually, or otherwise.**

18. Participation in Coordinated Entry for All (CEA):

- a. Coordinated Entry for All (CEA): The Contractor shall participate in CEA, the coordinated entry and assessment system for King County. The requirements for participation with CEA are specified on the King County website:

<https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx>

- b. The Contractor shall work collaboratively with CEA including adequate staff trained assessors, participation in case conferencing, unit posting, and referrals.
 - c. The Contractor shall work collaboratively with the County, the local jurisdiction, and identified local street outreach providers and/or other local entities for local referrals to the property. The Contractor shall coordinate with local service providers and City of Kirkland staff to identify and prioritize eligible homeless individuals in Kirkland and the Eastside so that people requiring permanent supportive housing are able to access that resource within their community.
 - d. During lease up and on an ongoing basis, the Contractor shall reserve at a minimum 35 percent of the sleeping units for eligible individuals referred by the City of Kirkland from Eastside communities.
 - e. Additionally, on an ongoing basis, the Contractor shall make available up to an additional 30% of units for eligible individuals referred by the City of Kirkland, provided the City refers said individuals within the time frame and other parameters jointly established by King County and City of Kirkland.
19. HMIS requirements: The Contractor shall participate in the HMIS as specified on the King County website:
- <https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx>
20. Continuum of Care System-Wide Performance Measures: The Contractor shall exceed designated minimums and demonstrate progress towards the Seattle-King County Continuum of Care System-wide Performance Standard targets as specified on the King County website:
- <https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx>
21. Management and Operation of the Premises:
- a. The Contractor shall develop and provide for approval by the County a copy of a comprehensive management plan (“Management Plan”) for the Premises prior to invoicing or, at the discretion of the County. The Management Plan shall address, but not be limited to, a description of the physical plant, the guest population, selection, and termination, the housing program and services, service providers, and the maintenance and operation of the premises.
 - b. During the Exhibit Period, the Contractor agrees, subject to the rights of clients, to provide the County access to the property for periodic inspections to ensure compliance with the terms of this Contract. Except in the case of an emergency or abandonment, at least 48 hours advance notice of such access shall be given to the affected guest(s).

- c. No portion of the Premises shall operate as a “Community Health Engagement Location” site, i.e., the Premises will not be a supervised/safer consumption site, or a supervised/safer injection facility, or a supervised/safer injection service.
 - d. The Contractor agrees not to approve or authorize any camping on the Premises. This prohibition includes any form of camping (including car camping) and any other form of persons sleeping outdoors or in vehicles on the Premises. The Contractor agrees to notify the County as soon as practicable when anyone is observed or believed to be camping or otherwise sleeping on the Premises outside of the facility.
22. Clean Living Environment:
- a. The Contractor shall ensure adequate staff oversight, janitorial service, and maintenance coordination for the facility, including the residents’ units and bathrooms, clients’ storage areas, laundry facilities, kitchen areas, offices, communal areas, and general grounds of the program site.
 - b. The Contractor shall develop written policies and procedures, including client responsibilities, to create a site that is pet-friendly, as well as accommodating to service, support, and companion animals.
23. Environment and Physical Facility:
- a. The Contractor shall ensure facilities are kept in a safe and sanitary condition, and be in good repair with proper ventilation, lighting, and temperature control. A written maintenance plan must exist.
 - b. The Contractor shall be responsible for maintenance and operations of the facility, including cleaning, ensuring the facility is in good repair and operable, removing graffiti, and any other reasonable operations parameters so the facility is not a safety or community concern.
 - c. Restroom facilities and wash bins, with appropriate hygienic supplies and/or equipment must be provided. A cleaning and maintenance schedule must be in place that includes sanitizing restrooms on a regular basis.
 - d. The Contractor must have a policy for handling sharps (injection equipment, hypodermic needle, and other instruments used to pierce the skin), and as appropriate provide sharps containers in the environment and ensure appropriate disposal.
 - e. The Contractor must have a policy regarding storage for participant belongings that details storage, documentation, and administration.
 - f. The Contractor is strongly encouraged to have hand-cleaning stations such as dispensers of alcohol-based hand sanitizer, near entry doors and /or reception desks.

24. Health and Safety. The Contractor must ensure the following health and safety standards at the facility.
- a. The Contractor will ensure that program participants understand that they are a vital part of the neighborhood and will facilitate open and on-going communication with neighboring residents, businesses, agencies, and law enforcement in order to promote neighborhood health, safety, and effectively address emerging issues.
 - b. Per legal guidelines regarding smoking in workplaces or within 25 feet of workplaces, no smoking will be allowed in any service spaces.
 - c. The Contractor will maintain and follow written policies and procedures for the prevention and control of communicable diseases. Policies should include components of universal precautions, blood/air borne pathogens, tuberculosis (TB) and other infectious diseases.
 - d. The Contractor must inform staff and volunteers prior to hire or service of other health risks they may encounter in working at the program, such as TB or other communicable diseases. The program should have a practice of encouraging staff and volunteers to update their immunizations per the Centers for Disease Control's recommendations for adult immunizations.
 - e. The Contractor will have a complete and accessible First Aid Kit that is stocked with sufficient supplies.
 - f. The Contractor is strongly encouraged to have at least one person certified in First Aid and CPR on duty at all times.
 - g. The Contractor will have appropriate emergency, evacuation, and fire safety plans and provide on-going training for staff on these plans.
 - h. The Contractor must have a process for internal reporting and reviewing of health and safety incidents.
 - i. The Contractor will have staff on-site awake and available 24 hours a day.
 - j. The Contractor will handle and store hazardous materials, including cleaning supplies and hypodermic needles, appropriately.
 - k. The Contractor will have a plan and process for reporting elder abuse and domestic violence.
 - l. Educational training for all staff and volunteers must be provided as often as necessary to reinforce safe work practices, but at least annually.
 - m. The Contractor will have a safety and security plan to deter theft and harm to clients and staff. A weapons policy designed to ensure the safety and security of all clients, staff, and volunteers must be included in this plan.

- i. The safety and security plan shall be developed by the Contractor, in consultation with the City of Kirkland Police Department. The safety and security plan and any future amendments thereto must be approved by the Kirkland Police Department.
- ii. That plan shall address illegal, unsafe, or disruptive behavior on the Premises that infringes on the safety of occupants, community members, and employees and a description of the consequences for engaging in disruptive behavior up to and including eviction. Disruptive behavior is that behavior that disrupts or interferes with the rights and comforts of persons living, working or visiting the area.
- iii. The plan shall identify behavioral health crisis management protocols. The plan should identify staff trained in de-escalation methods. The plan shall provide protocols for routine and emergency communications with first responders.
- iv. The plan shall provide for the coordination of services between the Contractor, the County, and the City of Kirkland public safety staff (e.g., police, fire, community responders), including any private security personnel employed by the Contractor and any surrounding schools or business owners;
- v. The plan shall identify a clear process and a City contact for addressing circumstances in which reasonable community concerns are not responded to by the Contractor in a timely fashion.
- vi. The plan shall provide contact information for the Contractor and the County to respond 24/7 to City and community concerns.
- vii. The plan shall identify performance metrics and a reporting process that will be used to track compliance with the safety and security plan.

25. Public Health Seattle/King County:

- a. The Contractor is strongly encouraged to adhere to and follow "Sanitation and Hygiene Guidance for Homeless Service Providers," (Guidelines) published by Public Health Seattle King County (Public Health) website:

<https://kingcounty.gov/depts/health/locations/~media/depts/health/homeless-health/sanitation-hygiene-guidance-for-homeless-service-providers.ashx>

- b. In the event of an officially declared Public Health Emergency, the Contractor shall implement recommendations from Public Health to respond to or prevent disease transmission, and participate in coordinated outbreak prevention efforts as needed.

26. DCHS Web-Referenced Definitions or Requirements Site Language:

If any changes are made to web-referenced definitions or requirements, DCHS shall inform the Contractor by email, in writing or via DocuSign within two business days. It shall be the Contractor's responsibility to review the definition changes via the website and to inform DCHS' contract manager when the definition review is completed, by email, in writing or via DocuSign.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package (BIP)

The Contractor shall submit a BIP monthly that consists of an invoice statement along with, posted financial statements documenting billed costs, vendor invoices for all costs above \$1,000, and the information as stated in Section IV, REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. Reports must be submitted successfully before the Billing Invoice Package will be complete. The format of reports may be subject to change. The Contractor shall retain on file complete backup documentation for all invoiced costs (including receipts, invoices, timesheets, copies of checks) which shall be made available upon request. The BIP is due within ten working days after the end of each month.

B. Method of Payment

1. Reimbursement shall be made monthly.
2. The Contractor shall apply the funds in this Exhibit to the project in accordance with the budget summary below. Total annual payments cannot exceed the annual budgets as listed below:

Line Item Budget Summary	Operating Year	Annual Budget
Services / Operations/Property Management	YEAR 1	
Services / Operations/Property Management	YEAR 2	
Services / Operations/Property Management	YEAR 3	
Services / Operations/Property Management	YEAR 4	
Services / Operations/Property Management	YEAR 5	
Exhibit Total		\$

3. The Contractor shall only bill for costs incurred within the Exhibit period, unless the County has provided prior approval.
4. The final invoice of the exhibit period is due by the 25th day after the exhibit end date.
5. The County shall review, on a monthly basis, the Contractor's level of expenditure as reported on invoices and compared to the Contractor's expenditure projections as approved by the County. Failure to expend funds at the projected rate may result in a reduction of those funds to the Contractor. The level of funds reduction shall be negotiated between the County and the Contractor with the County retaining the authority to set the reduction level. Any recouped funds shall be recaptured by the County.
6. Payment to the Contractor may be withheld for any month in which the Contractor has not satisfied the reporting requirements specified in Section IV, REPORTING REQUIREMENTS, of this Exhibit, or in which said reports or documentation required by this Exhibit are incomplete.
7. If total services provided are below 90 percent of the minimum performance requirements as stated in Section II Part E, PROGRAM REQUIREMENTS, payment for services rendered that period shall be reduced. Payment reductions shall be calculated using one-twelfth of the annual Exhibit amount and shall be no more than the percentage of total performance below the 90 percent level. The County retains the authority to set the actual reduction level. Payment reductions in accordance with this clause shall be made based on data presented in contractually required reports. The Contractor shall not regain the reduced amount in subsequent months.
8. The Contractor shall advise the County of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor shall re-negotiate performance requirements if the County determines that such changes are substantial.
9. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.
10. If the Contractor is temporarily closed due to circumstances such as adverse weather conditions, natural disasters, or any other unforeseen situations that would impede safe operations, the County may waive the sanction for underperformance upon approval of a written explanation from the Contractor. This waiver may be requested for a period of up to 30 days.
11. With written approval from the County, the Contractor may make changes to the line item project budget, within ten percent of the total budget, without requiring an official contract amendment.

IV. REPORTING REQUIREMENTS

- A. The Contractor shall report changes to staffing that differ from the staffing included in this Exhibit at a minimum, monthly, and included as comments with the invoicing documentation.

- B. The Contractor shall review the HMIS data each month and each quarter to confirm that counts of served, new, exits, unit nights, and households served are accurate, complete, and up to date for the contract associated with this program in HMIS. The County may export required reporting data from HMIS, including demographics, as needed.
- C. The Contractor shall review the HMIS Data Quality Report each month on the HMIS web site and ensure data completeness.
- D. Due to the irregularity of reporting dates and contract dates, the Contractor may be required to submit reports to the County after the contract expires, in order to capture a complete set of data for the services and housing provided to clients.
- E. The Contractor agrees to comply with additional reporting requirements as determined in the Health through Housing performance measurement and evaluation plan and the implementation plan.

V. MONITORING AND EVALUATION REQUIREMENTS

- A. The Contractor shall cooperate fully with the County in scheduled monitoring to determine Contract compliance.
- B. The Contractor shall participate as requested in DCHS performance measurement and evaluation activities.
- C. Providers with funding through HtH shall participate in performance measurement and evaluation activities as detailed in Performance Measurement and Evaluation (PME) Plan and Implementation Plan. Providers collaborate with the PME Evaluation Team and DCHS program managers to identify the program-specific data elements, performance targets and metrics, and data transmission methods which will be detailed in PME Plans. Providers will also comply with other performance measurement and evaluation activities associate with other fund sources as applicable.

[This Document is a Working Draft for Discussion Purposes]

KING COUNTY PROPOSED SCREENING PROCESS

King County proposes to include the following provisions in the Permanent Supportive Housing Agreement (PSHA) between the County and the City, as Section 2(e) of the draft PSHA, and to include consistent and materially similar language in Section II(E)(4)(d) of the draft Services Agreement.

1. Screening General.

- a. The County and the City agree that no element of the screening processes described within this document shall be interpreted or implemented in a manner that is inconsistent with the Federal Fair Housing Act (42 USC 3601 et seq), the Washington Residential Landlord-Tenant Act (Ch. 59.18 RCW), or the standards for the release of protected health information established by the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Part 164, Subparts A and E), as applicable.
- b. The County shall ensure that a screening process for prohibited offenses is performed prior to a person's residence at the Facility and then annually thereafter to ensure that prospective residents do not reside at the Facility who are prohibited under state law due to a sex offense resulting in community protection zone restrictions or applicable community custody provisions, as those terms are respectively defined in RCW 9.94A.030 (6) and (5) or lifetime registered sex offender status as set forth in RCW 9A.44.140.
- c. The County shall ensure that a suitability screening is performed prior to a person's residence at the Facility to ensure that prospective residents will be well-served and supported based on their social and clinical needs and based on the supportive services available at or by referral from the Facility. Suitability screening shall include and is not limited to consideration of the person's behavioral and physical health, previous legal system contact, and previous history of involuntary treatment, if any.
- d. The parties agree to review the screening process(es) every two (2) years, or at a different frequency when reasonably requested by a party. Such review is for purposes of evaluating the effectiveness and efficiency of the process(es).
- e. The County may satisfy its requirements under this Section [reference the applicable PSHA section] by delegating these screening functions or responsibilities in part or in full to the Contractor or another third-party designee. The parties do not intend that any such delegation create liability as a result of this Agreement on the part of the Contractor or such third party for any actions of individual residents or applicants. In particular, the County may delegate the creation or co-creation of the suitability screening process described herein to the awarded Contractor or other designee in order to ensure the process is clinically informed and aligns with evidence-based practices in supportive housing management while ensuring adherence to the requirements of this Agreement.

2. Screening Process for Prohibited Offenses.

- a. The County shall screen each prospective resident in accordance with [Section 2(b)] below to restrict persons prohibited under state law from living within a community protection zone, subject to community custody provisions that place the Facility within a prohibited

zone, or deemed a lifetime registered sex offender from residency at the Facility. The County may satisfy this requirement by delegating this function in part or in full to the Contractor or another third-party. Any such delegation shall not create liability as a result of this Agreement on the part of the Contractor or such third party for any actions of individual residents or applicants.

- b. The County shall screen each prospective resident against the Washington Sex Offender Public Registry ("Registry"), through the law enforcement access portal. If a prospective resident appears on the Registry, the County Department of Community & Human Services (or its successor) shall work with the King County Sheriff's Office (KCSO) Registered Sex Offender Unit to determine whether such prospective resident is prohibited under state law from living within a community protection zone, subject to community custody provisions that place the Facility within a prohibited zone, or deemed a lifetime registered sex offender, and if so, such person shall be ineligible for placement at the Facility.
- c. If a prospective resident does not appear with a prohibited offense on KCSO's search of the Registry then such person shall be considered eligible for placement at the Facility, subject to the suitability screening set forth in Section 3 below. The County shall provide upon request of the City of Kirkland which registries or other sources of information the screening process includes, and the County shall consider inclusion of additional registries or other sources of information that the City may recommend. The County shall include in its required annual reports to the City Council a description of the required screening process described within this subsection.
- d. In addition to screening individual prospective residents, the County shall annually screen all current residents of the Facility for any new relevant state or local law-prohibited sex offense requirements such as community protection zone restrictions, community custody provisions, or lifetime registered sex offender status. Any person determined to be prohibited under state law from living within a community protection zone, subject to community custody provisions that place the Facility within a prohibited zone, or deemed a lifetime registered sex offender, shall be removed from the facility.

3. Suitability & Services Planning Screening

In addition to the separate process required in subsection 2 above, the County shall screen all prospective residents to assess whether and how their social and clinical needs are suitable for the supportive services available at or by referral from the Facility.

- a. To ensure compliance with this requirement, the County shall review applicable history of resident behavioral health, physical health, legal system involvement (including any relevant information gathered in subsection 2 or other information demonstrating criminal history for violent crimes), involuntary treatment system involvement, and available information about previous County service system contacts. This suitability screening shall be used for the purposes of assessing whether and how the Facility and its supportive services can meet the needs of the prospective resident, and informing case management planning for the persons who are offered residence within the Facility. This screening shall balance an assessment of the risk posed to screened person by remaining homeless or unstably housed; the purpose of permanent supportive housing and role that it plays within a continuum of housing services; the ways in which people experiencing

homelessness and people of some racial and gender identities are, and have historically been, subject to systemic bias and racism such that they are overrepresented amongst people who are arrested, prosecuted, convicted, and incarcerated; and whether a prospective resident presents an unreasonable risk to the safe and effective operations of the facility and its surrounding community.

- b. The County shall provide upon request of the City a description of which sources of data or information the suitability screening process includes and shall consider inclusion of additional sources of data or information that the City may recommend. The County shall include in its required reports to the City Council a description of the required screening process described within this subsection. If the City or a local referral organization provides the County with information related to an applicant's criminal history the County will review and take such information into consideration during the suitability screening.
- d. After completion of the screening process required within this subsection 3, the County shall ensure that a determination is made to accept or deny the person's residency at the Facility considering the risk posed to the person being screened should they remain homeless, the purpose of permanent supportive housing and the Health through Housing program, and the adjacent school based on whether the person's needs can be met by the supportive services available at or by referral from the Facility.

WORKING DRAFT

BACKGROUND CHECK SCREENING PROCESS

The following provisions describe a process for performing criminal background check. If this option were utilized, it would be added as Section 2(e) of the draft Permanent Supportive Housing Agreement (PSHA) between the County and the City.

- a. The County and the City agree that no element of the screening processes described within this document shall be interpreted or implemented in a manner that is inconsistent with the Federal Fair Housing Act (42 USC 3601 et seq), the Washington Residential Landlord-Tenant Act (Ch. 59.18 RCW), or the standards for the release of protected health information established by the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Part 164, Subparts A and E), as applicable.
- b. The following minimum requirements and eligibility restrictions apply for residents of this Facility:
 - i. The County (or its agent) must, after obtaining a signed written authorization to obtain criminal conviction records, screen all prospective residents aged 18 and older using a background screening for criminal history. The County will conduct background checks using a third-party nationwide screening company and will check any applicable local or Washington state registry and the National Sex Offender Registry (www.nsopw.org). If the results of the criminal background check are inconclusive, the County should require a fingerprint card and request information from the National Crime Information Center (NCIC).
 - ii. In the interests of helping ensure a safe educational environment to the adjacent school and childcare facilities, any person prohibited by court order from residing in a community protection zone as a result of a sex offense is ineligible for housing at the Permanent Supportive Housing and the County must deny such individuals housing at the Facility and provide to the individual any relevant notice required by law.
 - iii. In the interests of helping ensure that residents are provided a safe, supportive community, that the adjacent school and childcare facilities have a safe educational environment, and that this PSH project thrives, the County must perform an individualized assessment (as described below) of the following individuals:
 - a) Any person with a conviction for a sex offense, as defined by RCW 9A.44.128(10), where the date of conviction is within the prior ten (10) years.
 - b) Any person who has a pending criminal charge for a sex offense.
 - iv. Individualized Assessment Process
 - a) When a prospective resident is identified as having a criminal conviction or pending charge in one of the specified categories of offenses, the County will conduct an individualized assessment before determining whether a particular criminal record disqualifies an individual from housing at the facility. The County will provide the individual (a) a written notice stating the specific information that creates a concern, (b) a copy of

the criminal conviction record to the individual; and (c) an invitation to provide an explanation to allow the County to conduct an individualized assessment before determining whether a particular criminal record disqualifies an individual from housing at the facility.

- b) The individual must be provided an opportunity to present to the County an explanation and any relevant documents or information, such as certificates of completion or letters of recommendation. To assist the individual in providing relevant information, the County may provide individuals with an explanation form to complete.
- c) Based on the information received from the individual and any other relevant records obtained by the County as part of the application process, including available police reports, the County will conduct an individualized assessment of the individual and the facts generating the review. The County may offer the individual an opportunity to meet with staff as part of the assessment.
- d) The County should consider all relevant circumstances in determining whether a prospective resident's criminal history indicates that the individual presents an unreasonable risk to safety or property disqualifying the individual from housing at the Facility. However, the County may not deny admission based solely on arrest records. At minimum, the County will consider the following:
 - 1) The number, nature, and seriousness/severity of the crime(s) of conviction.
 - 2) The time that has elapsed since the date(s) of conviction, including the age of the person at the time of conviction.
 - 3) Evidence of rehabilitation or responsible conduct, including post-conviction and post-release conduct such as completion of or on-going involvement in rehabilitative programming; involvement in volunteer work, employment, educational activity, training programs, support groups, civic groups, or other related activities; and the extent to which the applicant has accepted responsibility for their actions.
 - 4) Any supplemental information related to the individual's rehabilitation, good conduct, and/or additional facts or explanations that the individual wishes to provide or that the County obtained.
- e) If the individual does not timely provide an explanation, the County will assess the individual based upon available information and records obtained during the application process.