



CITY OF KIRKLAND
City Manager's Office
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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: March 14, 2023

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

RECOMMENDATION:

Staff recommend Council consider a final draft agreement regarding King County's designated permanent supportive housing facility in Kirkland, with the option for Council to approve Resolution R-5583, authorizing the City Manager to execute the proposed agreement.

As part of the final draft agreement, staff presents for Council consideration an updated version of King County's proposed screening process, adding language consistent with the County's presentation at the March 7, 2023 Council meeting. Staff is prepared to respond to any amendments to this screening process.

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 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 presentations at the February 21, and March 7, 2023, Council meetings, staff from the City Manager's Office and the City Attorney's Office have met with the County to continue negotiations regarding agreement terms.

Resolution R-5583 includes as an attachment the Permanent Support Housing Agreement (PSHA), which will govern the relationship between the City and the County regarding the County's Health Through Housing facility in Kirkland. Additionally, the PSHA requires that the County, in contracting with the future operator of the facility, use a substantially similar services agreement to the one included as an attachment to the PSHA.

The agreement and attached services agreement included with the resolution do not show any legislative changes from prior draft presented to Council. This memorandum details the specific changes.

Resident Background Screening Options

Council continues to evaluate 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. At the March 7, 2023 Council meeting, County staff clarified its screening proposal by indicating that the review of the state and national sex offender registries would be completed by the King County Sheriff's Office and by specifically naming the behavioral health databases used to further screen potential residents. Based on Council's discussion following the County's March 7, 2023 presentation, staff updated the County's proposal to reflect these changes and incorporated the revised language into the PSHA attached to the resolution for Council consideration.

A description of the additions to the County's proposal are outlined below:

The following was added to section 3(a)(5):

(5) The County may satisfy its requirements under this Section 3 by delegating these screening functions or responsibilities in part or in full, with the exception of the King County Sheriff's Office's responsibilities, to the Contractor or another third-party designee....

In section 3(b), language was removed in section 3(b)(1) regarding delegation consistent with the changes described above, and the following was added to section 3(b)(2):

(2) The County, through the King County Sheriff's Office (KCSO), shall screen each prospective resident against the Washington Sex Offender Public Registry and the National Sex Offender Registry (together, "Registry"), through the law enforcement access portal...

The following was added to section 3(c)(2):

(2) 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 3(b) or other information

demonstrating criminal history for violent crimes), involuntary treatment system involvement, and available information about previous County service system contacts through a review of King County's HMIS (Homeless Management Information System), CORE (Client Outcome Reporting Engine), and Behavioral Health ECLS (Extended Client Lookup System) data systems, or equivalent, conducted in accordance with HIPAA's minimum necessary rule. Where warranted and consistent with data use agreements, DCHS may also consult a Medicaid Claims Database for additional information about past medical care to assist in care planning. The screening process will also involve an interview with the prospective resident, as part of a clinical assessment conducted by qualified personnel.

Housekeeping Modifications

During the March 7, 2023 Council meeting, staff pledged to return to Council with updated agreement language that expands opportunities for the City and the County to enhance reporting on program performance measures in the future while better reflecting the County's process for tracking and generating performance metrics. The revised performance measure language, in relevant part, states:

- (a) The report should include data points that are coordinated with the City and that are approved by King County and the Health through Housing Advisory Committee, such as the following, to the extent reasonably available: ...

Additionally, at the County's request, staff modified the services agreement, at the very beginning of the document, to correctly identify those eligible for housing at the facility:

~~...for eligible households who are highly vulnerable and disabled single adults with disabilities...~~

NEXT STEPS:

Upon Council approval of Resolution R-5583, either as included in the packet materials or as amended by Council, the City Manager will complete negotiations and execute the proposed agreement.

Resolution R-5583

RESOLUTION R-5583

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH KING COUNTY REGARDING KING COUNTY'S PERMANENT SUPPORTIVE HOUSING PROJECT IN KIRKLAND.

1 WHEREAS, as of May 2022, King County estimates that at least
2 6,000 people sleep outside every night across King County, and
3 according to a King County study conducted in 2020, it was estimated
4 that on a single night in late January on the Eastside, there were 586
5 people in shelters and 446 people who were unsheltered; and
6

7 WHEREAS, permanent supportive housing is shown to be one of
8 the most cost-effective ways to permanently house people experiencing
9 chronic homelessness by pairing stable permanent subsidized housing
10 with case management and supportive services; and
11

12 WHEREAS, permanent supportive housing provides housing
13 paired with on-site or off-site voluntary services designed to support a
14 person living with a disability to be a successful tenant in a housing
15 arrangement, improve residents' health, and connect residents of the
16 housing with community-based care, treatment, and services; and
17

18 WHEREAS, King County's Health Through Housing program
19 incorporates permanent supportive housing along the continuum of care
20 to serve a different need than shelters provide; and
21

22 WHEREAS, King County purchased the former La Quinta Inn in
23 Kirkland to provide permanent supportive housing, which fills a gap in
24 services available to people in Kirkland and the greater Eastside who are
25 experiencing chronic homelessness; and
26

27 WHEREAS, King County's Health Through Housing
28 Implementation Plan adopted by Ordinance 19366 required King County
29 to reach agreement with the City before acquiring the site in Kirkland
30 and further requires King County to partner with the City regarding
31 operation of the facility; and
32

33 WHEREAS, the City's requirements for agreeing to King County's
34 use of the property as a permanent supportive housing facility are set
35 forth in the Term Sheet agreed to by King County and attached as
36 Exhibit A to Resolution R-5522, passed by the City Council on March 1,
37 2022, which requirements include entering into an agreement with King
38 County to ensure that operation of the Facility is consistent with the
39 Term Sheet; and
40

41 WHEREAS, after engaging in a robust public outreach and
42 engagement process that has informed the terms of the parties'
43 negotiations, the City and King County have developed an agreement
44 to ensure that operation of the Facility is consistent with the Term
45 Sheet; and

46 WHEREAS, the City Council desires to approve the agreement
47 with the County in order for King County to fulfill the purposes and intent
48 of the Health through Housing program, including compliance with King
49 County's Implementation Plan and the City's Resolution R-5522, and to
50 provide an greater opportunities for housing to people who are
51 unhoued.

52
53 NOW, THEREFORE, be it resolved by the City Council of the City
54 of Kirkland as follows:

55
56 Section 1. The City Manager is hereby authorized and directed
57 to sign the Permanent Supportive Housing Agreement substantially in
58 the form of the agreement attached to this Resolution.

59
60 Section 2. The City Manager is further authorized and directed
61 to assume the responsibilities articulated in the agreement regarding
62 the City of Kirkland's role in implementing the Permanent Supportive
63 Housing Agreement and the future services agreement.

64
65 Section 3. The City Manager is further directed to return to the
66 City Council for approval concerning the City's input in selecting a new
67 name for King County's permanent supportive housing facility.

68
69 Passed by majority vote of the Kirkland City Council in open
70 meeting this ____ day of _____, 2023.

71
72 Signed in authentication thereof this ____ day of _____,
73 2023.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

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

THIS PERMANENT 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 Northup 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

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 8 of this Agreement.

(d) Regardless of any future amendment of the Services Agreement, as such amendment is authorized pursuant to Section 8 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.

3. Prospective Resident and Resident Screening Requirements.

(a) Screening Generally.

- (1) 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.

- (2) 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.
 - (3) 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.
 - (4) 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).
 - (5) The County may satisfy its requirements under this Section 3 by delegating these screening functions or responsibilities in part or in full, with the exception of the King County Sheriff's Office's responsibilities, 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.
- (b) Screening Process for Prohibited Offenses.
- (1) The County shall screen each prospective resident in accordance with Subsection 3(b)(2) 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.

- (2) The County, through the King County Sheriff's Office (KCSO), shall screen each prospective resident against the Washington Sex Offender Public Registry and the National Sex Offender Registry (together, "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 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.
- (3) 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 Subsection 3(c) 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.
- (4) 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.

(c) Suitability & Services Planning Screening

- (1) In addition to the separate process required in Subsection 3(b) 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.
- (2) 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 3(b) or other information demonstrating criminal history for violent crimes), involuntary treatment system involvement, and available information about previous County service system contacts through a review of King County's **HMIS** (Homeless Management Information System), **CORE** (Client Outcome Reporting Engine), and Behavioral Health **ECLS** (Extended Client Lookup System) data systems, or equivalent, conducted in accordance with HIPAA's minimum necessary rule. Where warranted and consistent with data use agreements, DCHS may also consult a Medicaid Claims Database for additional information about past medical care to assist in care planning. The screening process will also involve an interview with the prospective resident, as part of a clinical assessment conducted by qualified personnel.

- (3) 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 for 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.
- (4) 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.
- (5) After completion of the screening process required within this Subsection 3(c), 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.

4. 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 data points that are coordinated with the City and that are approved by King County and the Health through Housing Advisory Committee, such as the following, to the extent reasonably available:

- (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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 8. 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.

11. 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, 2, and 3 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 11 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 11. The Parties' Designated Representatives shall be the persons identified in Section 22 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 Subsection 11(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.

12. 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 Sections 1(a), 1(b), 2, and 3 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: _____

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 22 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.

23. 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

Exhibit A

Proposed Contractor Services Agreement



King County

Department of Community and Human Services
[DIVISION]
401 Fifth Avenue, Suite 500
Seattle, WA 98104
206-263-9105
TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor _____
Project Title _____
Contract Amount \$ _____
Contract Period From: _____ To _____
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. _____ is entered into by KING COUNTY (the “County”), and _____ (the “Contractor”) whose address is _____.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

Document	Attachment
Scope of Work	Exhibit I
_____	_____
_____	_____

If you require accommodation to access this form, alternate formats are available upon request.

2. **Contract Term**

- A. This Contract shall begin on _____, and shall terminate on _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be extended through _____ in _____ increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

3. **Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

4. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

5. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

6. Maintenance of Records

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Performance Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with reasonably expected levels of performance, quality, and practice. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract and to make available all information reasonably required by any such performance measurement and evaluation processes. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to DCHSContracts@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> Form 990 within 30 days of its being filed; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> Income tax return; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in

writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

11. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation,

or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

13. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any

judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

14. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

15. Assignment

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

17. Nondiscrimination and Payment of a Living Wage

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal

employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

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

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals

or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

19. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

20. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

21. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

22. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

23. Future Support

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

24. Entire Contract

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

25. Contract Amendments

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

26. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

27. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

28. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

29. No Third-Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

30. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

31. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be

suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

32. Emergency Response Requirements

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

33. Contractor Certification

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including applicable Emergency Response , EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

**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 single adults with disabilities 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 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>

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. DCCHS Web-Referenced Definitions or Requirements Site Language:

If any changes are made to web-referenced definitions or requirements, DCCHS 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 DCCHS' 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.