

City of Redmond



Agenda

Special Meeting Notice and Agendas

Tuesday, November 21, 2023

6:00 PM

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371**

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralee Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web

Site: <http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA

ROLL CALL

1. Health through Housing Operational Agreement and Timeline

[Attachment A: Draft Operational Agreement](#)

[Attachment B: Draft Redmond Services Agreement](#)

[Attachment C: Health Through Housing Presentation](#)

[Attachment D: Issues Matrix](#)

Legislative History

11/14/23	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council Special Meeting
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ADJOURNMENT



Memorandum

Date: 11/21/2023
Meeting of: City Council Special Meeting

File No. SS 23-070
Type: Study Session

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Planning Director
Planning and Community Development	Brooke Buckingham	Human Services Manager

TITLE:

Health through Housing Operational Agreement and Timeline

OVERVIEW STATEMENT:

King County's Health Through Housing (HTH) is an initiative to create up to 1,600 units of emergency and permanent supportive housing across the County for people experiencing chronic homelessness. This has been accomplished through the purchase and conversion of hotels and similar facilities, including the former Silver Cloud Inn in the Overlake area of Redmond. Redmond Zoning Code 21.57 establishes siting criteria and use requirements for permanent supportive housing programs. One of these requirements is the approval of an Operational Agreement between King County (owner) and the City of Redmond.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Zoning Code Section 21.57.010; King County Health Through Housing Implementation Plan.
- **Required:**
Agreements between jurisdictions require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
King County recently announced the operator of the Redmond HTH site. Approval of the Operational Agreement is one many requirements that must be met before the building can be occupied. In addition, the development

of a Community Relations Plan, Safety and Security Plan, and Program Code of Conduct are required. Redmond Zoning Code Chapter 21.57 specifies who approves these plans.

OUTCOMES:

King County Countywide Planning Policies have established housing targets for cities to accommodate future growth within the next 20 years. Under the Growth Management Act, cities are further required to plan for and accommodate housing affordable to all economic segments of the population, and this includes permanent supportive housing (PSH). Redmond's estimated need is 3,694 units of PSH. We recognize that this cannot be addressed by a single jurisdiction on their own, so Redmond is one of many cities in the region supporting King County as a partner in regional solutions like the Health Through Housing Initiative.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
October 23, 2023 - January 8, 2024
- **Outreach Methods and Results:**
The City has convened a Community Advisory Group. Members were prioritized based on their proximity to the Health Through Housing location in Redmond and as subject matter experts. Representatives on the advisory group include local businesses, nearby community, nonprofit organizations, people with lived experience, and school district staff. This group is tasked with providing input into the development of the Community Relations Plan, the Program Code of Conduct, and the Safety and Security Plan.
- **Feedback Summary:**
Feedback will be gathered at subsequent meetings.

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with Health Through Housing. Staff working on HTH are funded through the adopted budget

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:

0000037 - Housing and Human Services

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/14/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

Timely approval will ensure that the building can open in early 2024.

ANTICIPATED RESULT IF NOT APPROVED:

Salvation Army is fast tracking efforts to design program operations and complete other required plans such as the Community Relations Plan. Not approving the Operational Agreement will significantly delay progress, ultimately impacting when residents can move in.

ATTACHMENTS:

Attachment A: Draft Operational Agreement
Attachment B: Draft Service Agreement
Attachment C: Health Through Housing Presentation
Attachment D: Issues Matrix

**OPERATIONAL AGREEMENT
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

THIS OPERATIONAL AGREEMENT (“Operational Agreement” and herein, this “Agreement”) is entered into by and between the City of Redmond, 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 Revised Code of Washington (RCW) 35A.21.305 precludes jurisdictions from prohibiting permanent supportive housing in areas where multifamily housing is permitted; and

B. WHEREAS, HB 1220 (2021) required jurisdictions to plan for and accommodate emergency housing, emergency shelters, permanent supportive housing, and transitional housing; and

C. WHEREAS, the Health Through Housing (“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 City’s requirements for Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing are set forth in Redmond Zoning Code (RZC) Chapter 21.57; and

E. WHEREAS, the County purchased the former Silver Cloud Inn located at 2122 152nd Ave NE, Redmond (the “Property”), King County Assessor’s parcel number 2625059046, in fulfillment of the County’s Health through Housing Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300 (the “HTH Implementation Plan”) and intends, upon completion of certain improvements to the Property, to operate a facility thereon (the “Facility”); and

F. WHEREAS, the County must enter into an operational agreement prior to occupancy of the Facility under RZC Chapter 21.57 and this Agreement meets the requirements for an Operational Agreement as set forth under that chapter; and

G. WHEREAS, City staff participated in the County procurement process used to select an Operator by supporting development of materials for the Request for Bid (RFB) and associated Operator selection criteria, participating in the County’s process for selecting an Operator, and advising the Mayor on concurrence in selection of the Operator that met the adopted Operator criteria, consistent with the HTH Implementation Plan; and

H. WHEREAS, both the HTH Implementation Plan and the RZC Chapter 21.57 require the County to partner with the City regarding operation of the Facility; and

I. WHEREAS, certain negotiated terms and conditions are expressed in this Operational Agreement; and

J. WHEREAS, the County is responsible for the operation of the Facility and for ensuring that the selected Operator abides by the terms and conditions of this Operational Agreement entered into between the County and the City, and the Services Agreement entered into between the County and the Operator; and

K. WHEREAS, the County and City intend for the City to have clear rights and authority to seek specific performance of this Agreement, including to ensure that the County requires the Operator to maintain compliance with the terms of the Operational Agreement and Services Agreement.

NOW, THEREFORE, in order to fulfill the foregoing purposes and intent, including compliance with the HTH Implementation Plan and RZC 21.57.010.C.4, 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 Emergency Housing or Permanent Supportive Housing and for no other purpose. For the purposes of this Agreement, “Emergency Housing” (EH)” has the meaning set forth in the Initial HTH Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300 . 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 No. 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 pursuant to RZC 21.57.010.C.1.

(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 Operator of the Facility shall provide on-site staffing 24 hours per day and seven days per week, including appropriate security personnel.

(d) The Operator shall ensure participant compliance with applicable registration and notification requirements for registered sex offenders pursuant to RZC 21.57.010.C.4.d.iv.

(e) The Operator shall make available comprehensive support services to residents, including, but not limited to, housing navigation services including referral to

alternative housing, behavioral health treatment (including treatment of substance use disorders), employment assistance, job training, education, and transportation pursuant to RZC 21.57.010.C.4.d.vi.

(f) The Operator shall coordinate with local service providers and City outreach staff to identify and prioritize eligible homeless individuals living in, near, or who have ties to Redmond to support outcomes that result in persons receiving supportive housing within their own community. Thirty-five (35) percent of the units will be designated for and filled through local referral. To ensure integration with the regional Coordinated Entry (CE) system, 35 percent of units will be designated for and filled through regional referral. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available. The County and Operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties Redmond pursuant to RZC 21.57.010.C.4.d.i.

(g) This Agreement does not address review and approval of permits necessary for the Facility under applicable title 15 of the Redmond Municipal Code or any other local, state, national, uniform, and international codes for work related to building, mechanical, plumbing, electrical, and fire protection (collectively, "Construction Work"). Proposed modifications to the Property, shall be reviewed in accordance with standard permitting procedures contained in the Redmond Municipal Code and Redmond Zoning Code.

2. Performance under the Operational and Services Agreements.

(a) The City will be provided the opportunity to approve any proposed new name for the Facility.

(b) The County will require the Operator to enter into and comply with a Services Agreement between the County and the Operator substantially similar to that attached as **Exhibit A** or as amended consistent with Section 8 of this Agreement.

(c) Regardless of any future amendment to the Services Agreement, as such amendment is authorized pursuant to Section 8 of this Agreement, it shall always:

- (1) Include Operator compliance with Chapter 21.57 RZC 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 implementation of the Services Agreement and related exhibits.

3. Community Advisory Group. The County, City, and Operator shall create a community advisory group which should include representatives from local community (business and resident representatives), services providers, and those with lived

experience of homelessness. This group will support the development of the Community Relations Plan. Upon occupancy, they will meet quarterly to advise on operations and provide opportunities and input on how the community and volunteers can engage with the project. The City, County, and Operator liaison(s) will provide staff support and participate in the Community Advisory Group.

4. Reports to the City Council.

(a) The County and Operator will publicly report to the Redmond City Council within six months of the Facility beginning to accept residents and provide written reports to City staff at least annually thereafter regarding operation of the Facility and compliance with the terms of the Operational Agreement and Services Agreement. City Council may also request a public briefing or written update more frequently, as desired.

(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 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 other permanent housing from the Health through Housing site;
- (8) Number/percentage of residents with emergency visits and psychiatric hospitalizations;
- (9) Information on community feedback received by the County or Contractor, including a summary of any action taken as a result, if any; and
- (10) Number of emergency responses to the Facility.

5. Communication and Coordination among the Parties and the Operator.

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

(b) In addition, the Parties will meet on a regular basis with one another and with the operator 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. The Parties commit to meet promptly on an *ad hoc* basis at the request of either Party to resolve issues as quickly as possible.

(c) The County, City and Operator, shall each designate a staff representative to serve as a liaison to the Facility and community members regarding the Facility and this Agreement. The liaisons will have an active role in implementing and participating in the Operator's community relations plan, may attend community events related to the Facility, and may receive and provide timely response to community inquiries directed at the City related to the Facility.

6. Building Upgrades. The County and City shall work together to facilitate building upgrades by December 31, 2026, pursuant to the HTH Implementation Plan, to provide permanent provisions for living, sleeping, eating, cooking and sanitation for all units designated for residential occupancy.

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 unless the County obtains prior written consent of the City. The County shall not sell the Facility to a non-County entity without first providing ninety (90) days' written notice to the City, provided any concurrent assignment of this Agreement shall be subject to the written consent of the City, which shall have the right to amend this Agreement or impose reasonable conditions upon such assignment.

8. Amendment. This Agreement may be amended by written agreement of the Redmond 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 Redmond City Council and only when the terms are consistent with Section 2 of this Agreement. The County reserves the right to otherwise amend its Services Agreement.

9. Term. The effective date of this Agreement shall be the date of its signature by both Parties, and the Agreement shall continue in effect for so long as the Facility is used as part of the HTH program. However, the Agreement may be amended at any time by agreement of the parties pursuant to Section 8. This Agreement will terminate when the

County declares in writing provided to the City that the Facility will no longer be used for the HTH program, with termination effective as of the date on which such use will end as stated in such declaration, except that its provisions related to Defaults and Remedies shall continue to be in effect. When this Agreement terminates, the Facility shall be subject to the requirements of the City's code in effect at the time of termination and the County will have one hundred eighty (180) days to achieve compliance or to initiate actions to achieve compliance for the intended successor use of the building by submitting all necessary documentation and thereafter diligently pursuing completion.

10. Dispute Resolution.

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

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

(c) If a dispute arises, then

- (1) Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within ten (10) business days of written notification by either Party.
- (2) Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Mayor and the County's DCHS Director or their designees. The Mayor 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) If the Parties cannot resolve the dispute utilizing the process in Paragraph (c) of this Section 10, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each

participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

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

11. Default and Remedies.

(a) If either the County or the City fails to perform any act or material obligation required to be performed by it hereunder, or the Operator fails to perform any act or obligation required to be performed under the Services Agreement, the other party, or in the case of a failure to perform on the part of the Operator then the City, 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 or cause to be corrected the 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, 2 and 6 will damage the City but by their nature such damages may be difficult to ascertain. Accordingly, in the event of a Default related to those provisions, the City shall be entitled to assess against the County as liquidated damages and not by way of penalty, a sum calculated as follows: One Thousand and No/00 dollars (\$1,000.00) per calendar day period, per violation or act of non-compliance, which will begin to run from the first date of Default.

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

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

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

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

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

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

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

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

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

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

TO CITY: City of Redmond
Attn: Department Director, Planning and Community Development
5670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710
Email: Chelland@redmond.gov

with a copy to:

City of Redmond
Attn: City Clerk
5670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710
Email: cityclerk@redmond.gov

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 21 from time-to-time by delivering written notice to the other Party designating the new person or address, at least five (5) days prior to the name and/or address change.

22. Counterparts. This Operational 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 Operational Agreement. Facsimile signatures on this Operational Agreement shall constitute original signatures of the Parties.

By their signatures below, the persons executing this Operational 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 Operational Agreement.

KING COUNTY:

By _____
Its _____

CITY OF REDMOND:

By Angela Birney
Its Mayor

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

Exhibit A

Proposed Contractor Services Agreement

DRAFT

EXHIBIT I
THE SALVATION ARMY
HEALTH THROUGH HOUSING REDMOND EMERGENCY HOUSING
SERVICES PERIOD: NOVEMBER 1, 2023 – DECEMBER 31, 2025

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. The Salvation Army, hereinafter referred to as the “Contractor”, shall provide oversight, coordination and implementation of the property management operations and on-site support services for the Health Through Housing Redmond (the Facility). The Salvation Army shall provide 100 units of Emergency Housing for eligible single adults and couples, 18 years of age or older, who are highly vulnerable, disabled, including persons living with persistent mental illness, single adults who are identified as meeting the HTH Chronically Homeless definition or at Risk of Chronic Homelessness and need Emergency Housing in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed \$5,125,000 for the period November 1, 2023 through December 31, 2025. This Exhibit reflects \$5,125,000 in King County HTH service and operating funds in the amount of \$5,125,000 and one-time start-up costs in the amount of \$50,000. Funding for investment in this program is provided by the King County and is managed by the Housing, Homelessness and Community Development Division (HHCDD) of the King County Department of Community and Human Services (DCHS).

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

- A. Initial HTH Implementation Plan 2022-2028 (the Implementation Plan).
- B. King County Facilities Management Division (FMD) Pre-Occupancy Agreement and any superseding agreements.
- C. King County FMD Fire Life and Safety Plan.
- D. Comply with all terms of the City of Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing.

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.

Redmond	Services Period	Fund Source	Funding Allocation
	11/01/2023 – 12/31//2024	Health Through Housing – One time start-up Costs	<u>\$50,000</u>
	01/01/2024 - 12/31/2024	Health Through Housing – services and operating	<u>\$2,500,000</u>
	01/01/2025 – 12/31/2025	Health Through Housing – services and operating	<u>\$2,625,000</u>
Not to exceed			<u>\$5,175,000</u>

II. **DEFINITIONS**

A. At-Risk of Chronic Homelessness: As defined for the purposes of HTH, describes an individual with a developmental, physical, or behavioral health disability that:

1. Is currently homeless and
 - a. Has experienced homelessness for at least ten but less than twelve months in the previous three years; or
 - b. Has experienced homelessness for a cumulative total of twelve months within the last five years;

And

2. Is at increased risk of homelessness:
 - a. By having been incarcerated within the previous five years in a jail or prison; or
 - b. By having been detained or involuntarily committed under the Revised Code of Washington (RCW) chapter 71.05 as now existing, as hereafter amended or as superseded; or
 - c. As a member of a population that is demographically overrepresented among persons experiencing homelessness in King County.

B. Case Management: Individually-tailored services to address barriers to housing stability that are provided in a participant'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: participant engagement, linkages to housing and housing advocacy, building relationships with landlords, assisting participants with housing applications, assessment of participant 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 participant progress in case notes and database, and a variety of other supports.

C. 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.

D. 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:

1. Accessibility: The Contractor 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.

2. **Relevance:** The Contractor identifies specific culturally based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
 3. **Commitment:** The Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participant and non-participant culturally diverse populations and key stakeholders and uses this feedback in policy making, agency administration, and service delivery.
- E. **Deliverable:** The work product and other output of the services and program activities required to be delivered by the Contractor as part of the performance of this Exhibit, as specified in the relevant section below.
- F. **Emergency Housing:** Emergency Housing is a housing type which has the same onsite services as permanent supportive housing. While intended to be temporary, there is no time limit on housing. Emergency Housing will offer housing-oriented services, Case Management, and other necessary services and supports to assist households in stabilizing. NOTE: persons meeting the Chronically Homeless definition on entry maintain their chronic homeless status while in Emergency Housing.
- G. **Fair and Just Practices:** The Contractor's 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 Lesbian, Gay, Bisexual, Transgender, or Queer/Questioning (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.
- H. **Harm Reduction:** 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 participants, 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.
- I. **Housing First:** 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.
- J. **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.

- K. **Housing Support Services:** Services provided for the purpose of housing stabilization for participants. Housing Support Services include providing day-to-day support for participants, 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 for each participant.
- L. **Milestone:** A scheduled event signifying the provision of a Deliverable or a set of related Deliverables, occurrence of an event, or completion of a task, activity, or service by the identified date as set forth in Section V.C., Milestones.
- M. **PM Plan:** The written details of the Contractor's performance goals and targets (as appropriate). The PM Plan includes key performance measures, types of data collection (for example, individual- or aggregate-level), and reporting cycles and activities to review the data and support continuous quality improvement. The PM Plan explicitly connects the data collection and reporting requirements outlined above with the performance measures King County will use to monitor the program.
- N. **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.
- O. **Participant 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. Participant Services promote resiliency and stability through community asset building. Examples of Participant Services include employment programs; adult education programs; community safety, and participant leadership. Participant 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 participant needs may be offered on site. Activities and services may include such things as nutrition financial literacy classes, employment services, adult education, community building and engagement, and eviction prevention. Participants who participate in employment services and/or who may become employed are not disqualified from remaining in the HTH program.
- P. **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.

- Q. Services Period: The period of time during which Contractor will be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this Exhibit, the Services Period shall begin when this Exhibit becomes effective, which is the last date of signature of the Contract.
- R. 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.
- S. Twenty-Four Hour Desk Staff(ing): The front desk staff are responsible for staffing the front desk, admitting participants into the building, checking in and monitoring guests, monitoring security cameras, conducting floor checks, and responding to participants who need assistance, for twenty-four hours per day every day of the year.
- T. Voluntary/Voluntary Services: Flexible services designed primarily to help participants maintain housing. Voluntary services are those that are available to but not demanded of participants (one's housing is not dependent on participation in services), such as service coordination, 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 participants in services.

III. PROGRAM DESCRIPTION

The Contractor shall maintain 100 Emergency Housing units for up to 100 Chronically Homeless or at risk of being chronically homeless and at or below 30 percent of King County area median income (AMI) adult individuals at Redmond Emergency Housing, located at 2122 152nd Avenue NE, Redmond, Washington.

A. Outcome

1. Increase and maintain the housing stability of homeless households.
2. HTH Supporting Goal #1: Reduce racial and ethnic disproportionality among persons experiencing chronic homelessness in King County.
3. HTH Supporting Goal #3: Increase HTH participant health by providing health care system enrollment and access and demand to integrated healthcare for all HTH participants while they reside in a HTH building.

B. Indicators

1. The number and percentage of households that exit to or retain permanent housing as measured in the Homeless Management Information System (HMIS).
2. In partnership with King County, the Contractor shall work to reduce racial and ethnic disproportionality representative among persons experiencing homelessness for the Participants being housed in the HTH building as reported in HMIS.

3. The number of individuals documented in participant files who upon entry in HTH building enrolled in health care system and/or having access to integrated Healthcare.

IV. EQUITY AND SOCIAL JUSTICE REQUIREMENTS

A. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

B. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

C. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Exhibit in a culturally and linguistically appropriate manner.

D. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity and social justice education shall be documented in writing.

V. SCOPE OF WORK

A. Participant Eligibility Eligible participants are single adults and couples (18 years of age or older) with a developmental, physical, or behavioral health disability; whose income is at 30 percent or below AML; and who are Chronically Homeless or, in limited circumstances, At-Risk of Chronic Homelessness.

B. Program Activities

The Contractor shall provide services in accordance with this Exhibit.

1. Emergency Housing programs funded by King County may not charge program participants fees or rent for accessing services.
2. The Contractor shall maintain 100 units of HTH Emergency Housing at the Facility.
3. The Contractor shall use its best efforts to ensure the program is 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 initial phase, a gradual ramp-up in occupancy will be expected to ensure smooth integration. During the term of the Exhibit, DCHS may temporarily waive or change this vacancy threshold

as conditions warrant. The City of Redmond must approve any changes to occupancy above 100 participants.

4. The Contractor shall conduct assessments of screened/referred participants for final acceptance into the program, as well as all required documentation of eligibility, including income, Chronically Homeless and At Risk of Chronic Homelessness verification, to be kept in the participant file. For individuals and couples, disability documentation shall be provided for all disabled members of the household. The Contractor shall provide DCHS with 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. The Contractor shall provide Case Management, Housing Support Services, connections to physical and behavioral health care, employment supports, and other services that 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 Housing Stability Plan.
 - b. The Contractor shall not require services as a condition of housing. All services shall be Voluntary Services.
 - c. The Contractor shall have an established formal process for termination of assistance to 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 into a lease.
6. 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. The Contractor shall comply with the following:

- a. The Americans with Disabilities Act (ADA), including access to assistive animals;
 - b. Providing Permanent Supportive Housing that is accessible to all participants, 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 participants and applicable service restrictions or barring. Program participants shall be made aware of this policy upon admission or as soon as reasonably possible.
8. 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. HTH 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 its staff is trained in racial equity frameworks and practice and are undertaking continuous quality improvement and evaluation of this process.
9. The Contractor shall conduct monthly safety inspections for all units and send inspection reports to FMD Emergency Management Coordinator as detailed in the Fire Life and Safety Plan.
10. The Contractor staff shall check on the welfare of participants who have not been seen by staff within 48 hours by going to participant's unit.
11. The Contractor shall participate in DCHS HTH-focused service meetings, trainings, and learning circles. Date and times of these meetings shall be communicated to the Contractor by DCHS no less than five business days prior to the meetings.
12. The Contractor shall advance staff access to training opportunities in Equity, Diversity, and Inclusion (EDI), Trauma-Informed Care and Case Management; and other areas to support case managers and service delivery.
12. The Contractor shall have a written process for soliciting and incorporating feedback from participants and other screened, evaluated, or referred individuals into the services provided under this Exhibit for the purposes of improving the experience and outcomes of individuals.
13. The Contractor shall work to further goals and align with the vision outlined in the Implementation Plan.
14. A benefit is available to cover 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. The Contractor shall leverage this resource in order to work towards securing a staff-to-participant ratio of between 1:15 and 1:20. More information can be found on the [AmeriGroup FCS Page](#).

15. The Contractor shall not make any significant changes to an approved program without prior written consent of DCHS. DCHS will consult with the City of Redmond on any significant program changes. 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 this 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.
16. Good Neighbor Commitment: In adherence with Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing the Contractor shall develop and comply with the following terms:
- a. Program Rules and/or Code of Conduct. Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the City's Director of Planning and Community Development.
 - b. Safety and Security Plan. Final Safety and Security Plan shall be approved by the Redmond Police Department.
 - c. Community Relations Plan. The Community Relations Plan shall be developed in consultation with the local community, site operators, service providers, those with lived experience, and City representatives. The plan shall be approved by the City's Director of Planning and Community Development.
 - d. Approved Parking Management Plan. The Approved Parking Management Plan shall be approved by the City's Director of Planning and Community Development.
 - e. Community Advisory Group. The Contractor shall convene and host the Community Advisory Group after the project opens on a schedule agreed upon by the Advisory Group members.
17. 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. This includes having staff trained as CEA assessors, participation in case conferencing, posting available units as required by CEA, and HTH referrals. 35 percent of units will be designated for and filled through referrals under the CEA system.

- c. The Contractor shall work collaboratively with the County, the local jurisdiction, including Redmond's Homeless Outreach Administrator, and local service providers to identified eligible homeless individuals who are living in, near, or who have ties to the City of Redmond.
- d. Local set aside. Thirty-five percent of the units will be designated for and filled through local referrals. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available.

18. The Contractor shall participate in the HMIS as specified on the [DCHS website](#).

19. Management and Operation of the Premises:

- a. The Contractor shall develop and provide for approval by DCHS a copy of a comprehensive Program Policies and Operations Manual (PPO Manual) for the Facility during the term of the Exhibit prior to invoicing or, at the discretion of the County. The PPO Manual shall include, but not be limited to, a description of the physical plant, the participant population, selection, grievance/ appeal and termination policies, the housing program and services, service providers, pet policies, weapon and security policy, storage of participant belongings, required data collection and documentation, and the maintenance and operation of the premises.
- b. Description of the staffing plan. The Contractor shall provide for approval prior to the project opening a description of the staffing plan that includes the following:
 - i. Names and contact information for on-site staff;
 - ii. Number of staff supporting residents and operations;
 - iii. Certification requirements.
 - iv. Staff training programs;
 - v. Staff to client ratios;
 - vi. Roles and responsibilities of all staff; and
 - vii. The prior experience of the operator in managing permanent supportive housing, transitional housing, or emergency housing.
- c. During the Exhibit period, the Contractor shall, subject to the rights of participants, provide DCHS and King County Facilities Management Division access to the Facility for periodic inspections to ensure compliance with the terms of this Contract.

20. 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 and made available upon request by DCHS.
- 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 hygienic supplies and/or equipment, shall be provided. A cleaning and maintenance schedule shall be in place that includes sanitizing restrooms on a regular basis as determined by the Contractor.
- d. The Contractor shall have a written policy for handling sharps (injection equipment, hypodermic needle, and other instruments used to pierce the skin), and as appropriate provide sharps disposal containers in the environment and ensure safe and appropriate disposal.
- e. 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.

21. The Contractor shall ensure the following health and safety standards are maintained during the term of this Exhibit:

- a. The Contractor shall ensure that participants understand that they are a vital part of the neighborhood and will facilitate open and on-going communication with neighboring participants, 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 shall be allowed in any service spaces. Smoking is also not allowed in the housing units.
- c. The Contractor shall develop, maintain, and follow written policies and procedures for the prevention and control of communicable diseases. Policies shall include components of universal precautions, blood/air borne pathogens, tuberculosis (TB) and other infectious diseases.
- d. The Contractor shall have a complete and accessible First Aid Kit that is stocked with sufficient supplies.
- e. The Contractor is strongly encouraged to have at least one staff or volunteer certified in First Aid and CPR on duty at all times.
- f. The Contractor shall have a process for internal reporting and reviewing of health and safety incidents.

- g. The Contractor shall handle and store hazardous materials, including cleaning supplies and hypodermic needles, appropriately to maintain safety.
- h. The Contractor shall have a written plan and process for reporting elder abuse and domestic violence.
- i. Educational training for all staff and volunteers shall be provided by the Contractor as often as necessary to reinforce safe work practices, but at least annually.
- j. The Contractor shall have a written security plan to deter theft and harm to participants and staff. A weapons policy designed to ensure the safety and security of all participants, staff, and volunteers shall be included in this plan.

DRAFT

22. 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 on the [Public Health Seattle King County \(Public Health\) website](#).
- 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.

23. DCHS Web-Referenced Definitions or Requirements Site Language:
If any changes are made to web-referenced definitions or requirements, DCHS shall inform the Contractor in writing within two business days. It shall be the Contractor's responsibility to review the definition changes via the website and to inform DCHS' contract manager in writing when the definition review is completed.

C. Milestones and Deliverables

1. The Contractor shall meet the following milestones and deliverables:

- a. Hire and train program staff by thirty days prior to Facility Opening Date.
- b. Develop a lease up/referral plan for the Facility by January 10, 2024.
- c. Develop a draft PPO Manual for the Facility by January 22, 2024.
- d. Provide the facility staffing plan as outlined in Section V. Scope of Work. B.19.b. by January 10, 2024.
- e. Achieve full occupancy within 120 days after the facility opening date.

2. Acceptance of Deliverables

To serve the best interests of King County, the delivery of each Deliverable shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a Deliverable; payment on the Contract shall not be considered acceptance of Work.

DCHS shall provide written notice to the Contractor of DCHS' acceptance or rejection of a Deliverable within fourteen (14) calendar days from the date of DCHS' receipt of such Deliverable. If DCHS does not accept a Deliverable, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

VI. REPORTING REQUIREMENTS

- A. The Contractor shall participate in monthly check-ins with DCHS staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and DCHS needs to ensure program accountability and the provision of adequate support for the program.

- B. 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 Billing Invoice Package (BIP).
1. The Contractor shall enter and 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. DCHS may export required reporting data from HMIS, including demographics, as needed.
 2. The Contractor shall review the HMIS Data Quality Report each month on the HMIS website and ensure data completeness.
 3. The Contractor shall comply with additional reporting requirements as determined in the HTH Performance Measurement and Evaluation (PME) Plan and the Implementation Plan.
 4. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.
- C. DCHS reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with DCHS to adjust the due date for additional requested information. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with DCHS.
- D. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Exhibit, is not successfully or sufficiently serving the King County [population] community, the Contractor agrees to work with DCHS to re-envision the program model, make changes to the PME Plan and adjust the program activities. Such adjustments will be documented in a written amendment to this Exhibit signed by both parties.
- E. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.

VII. MONITORING AND EVALUATION REQUIREMENTS

- A. The Contractor shall cooperate fully with DCHS in scheduled monitoring to determine Contract compliance. DCHS shall notify the Contractor of the monitoring schedule with at least five business days advance notice.
- B. The Contractor shall participate as requested by DCHS in DCHS performance measurement activities.
- C. Contractors with funding through HTH shall participate in PME activities as detailed in the PME Plan and Implementation Plan
- D. Contractors collaborate with DCHS PME staff and DCHS program managers to identify the program-specific data elements, performance targets and metrics, and data transmission methods which will be detailed in the PME Plans. Contractors shall also comply with other PME activities associated with other fund sources as applicable.

VIII. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

The Contractor shall submit a BIP in ZoomGrants monthly that consists of an invoice statement along with posted financial statements documenting billed costs, vendor invoice for all costs above \$1,000 in a format approved by the County. Reports shall be submitted successfully before the BIP may be considered 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 to DCHS upon request. The BIP is due within fifteen (15) working days after the end of each month. Payment is due and shall be made within 30 days from when the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

B. Eligible Costs

The Contractor shall apply the funds in this Exhibit in accordance with the budget summary below. Total annual payments shall not exceed the annual budgets as listed below:

Line-Item Budget Summary	Operating Year	Annual Budget
Services/Operations/Property Management -HTH Base Funding	01/01/2024 – 12/31/2024	\$2,500,000
Services/Operations/Property Management -HTH Base Funding	01/01/2025 – 12/31/2025	\$2,625,000
Services/Operations/Property Management -One-Time Start Up Funding	11/01/2023 – 12/31/2025	\$50,000
Not to Exceed		\$5,175,000

C. Compensation

Upon the acceptance of the Contractor's services, Deliverables, and/or achievement of Milestones, each as applicable and performed during the Services Period, and the delivery and acceptance of correct BIP, DCHS shall make approve monthly payments.

The total amount of payments to the Contractor shall not exceed \$5,175,000 of this Exhibit unless otherwise approved by King County in writing.

Ongoing funding for the full term of this Exhibit shall also be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.

D. Method of Payment

1. The Contractor shall apply the funds in this Contract to the project in accordance with the line-item budget summary outlined in Section VIII.C.
2. The Contractor shall only bill for costs incurred within the services period. The final invoice of the Services Period is due by the 25th day after the Contract end date.
3. 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.
4. Payment to the Contractor may be withheld for any month in which the Contractor has not satisfied the requirements specified in Section II of this Contract, or in which the BIP is incomplete.
5. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.
6. 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.
7. With written approval from the County, the Contractor may make changes to the line-item project budget for Phase 2, within ten percent of the total budget, without requiring an official contract amendment.

E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.

Health Through Housing Update

November 21, 2023



Redmond
WASHINGTON

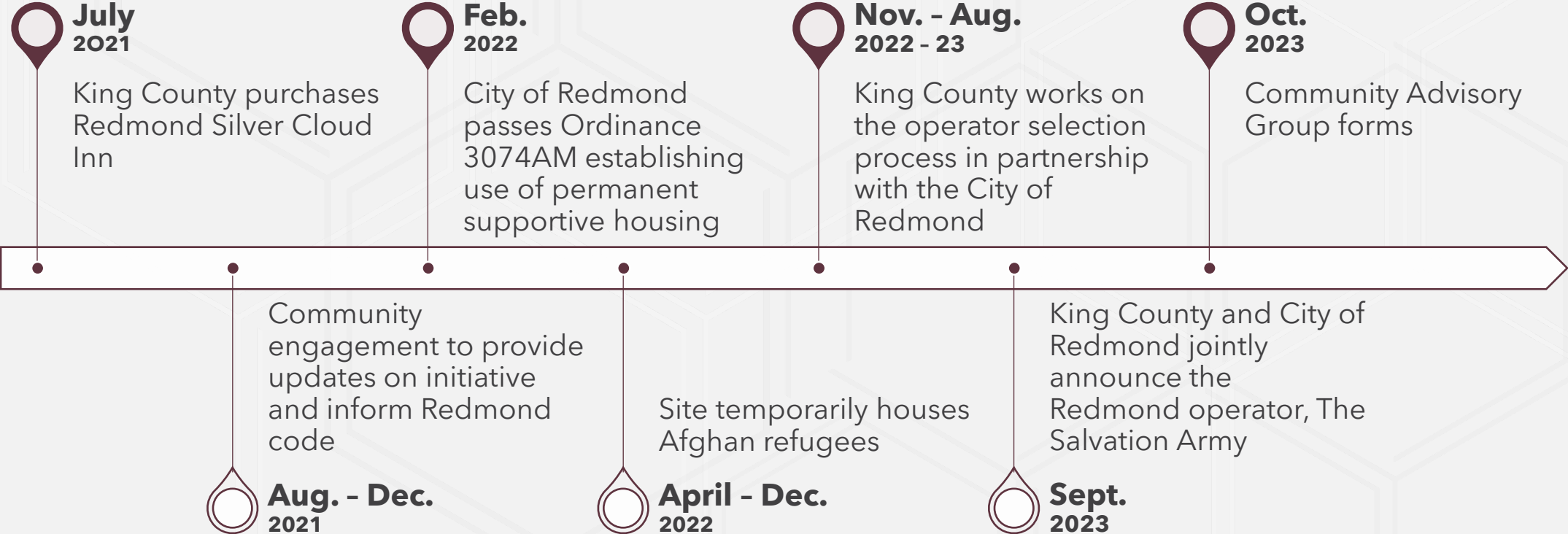


Agenda

- Background and History
- Understanding HTH
 - Permanent Supportive Housing and Emergency Housing
 - Eligibility
 - Referral Process
 - Vision for Redmond Site
 - Governance
- Code Requirements
- Community Advisory Group
- Next Steps

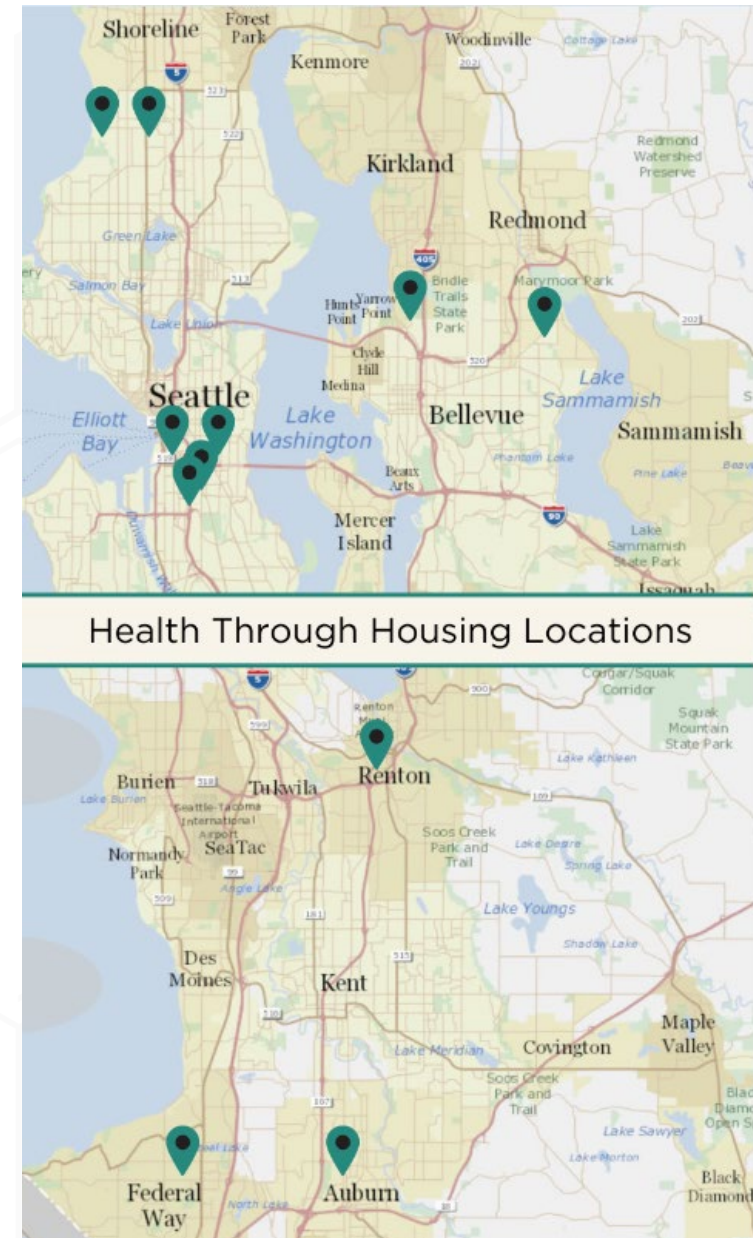


History



What is the Health Through Housing (HTH) Initiative?

- Funded by state funds (HB 1590), sales tax revenue for affordable housing
- King County purchased hotels and similar buildings to provide permanent and emergency supportive housing
- Housing and comprehensive on-site services for eligible individuals experiencing and/or at risk of homelessness





Permanent Supportive Housing vs Emergency Housing

	PSH	EH
HTH Eligibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
No limit on stay	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Supportive Services On-site	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Program Code of Conduct	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sign lease and pay based on income	<input checked="" type="checkbox"/>	
Rooms include kitchenette	<input checked="" type="checkbox"/>	



Note: Apartment buildings and extended stay hotels are immediately opened as permanent supportive housing (PSH). Buildings requiring renovation before they are permitted as PSH are used as emergency housing (EH) until construction is complete.



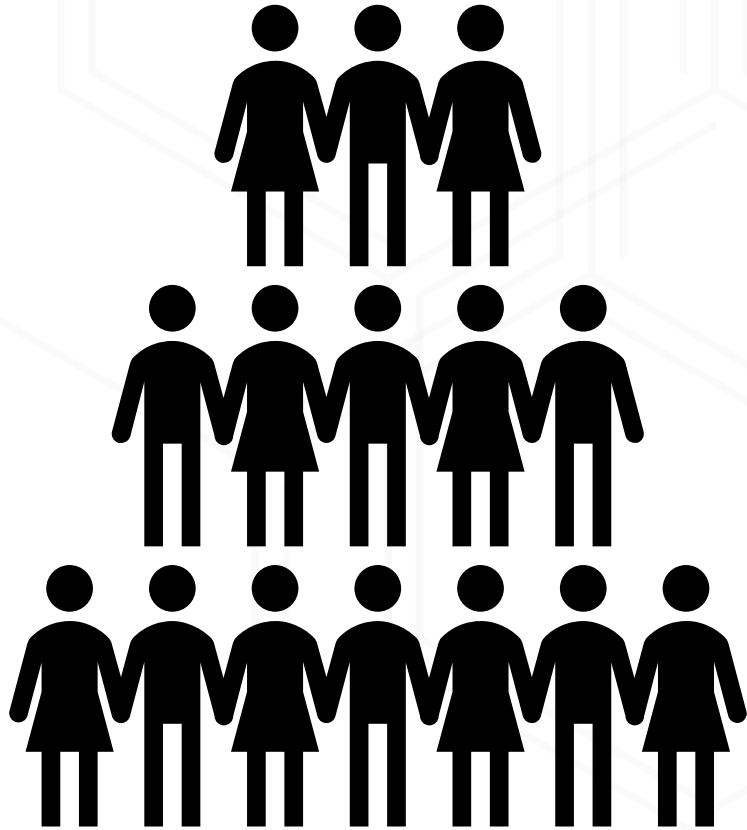
Eligibility

Chronic Homelessness or At-Risk

At or Below 30% Area Median Income
(e.g. earning \$27,000/year)

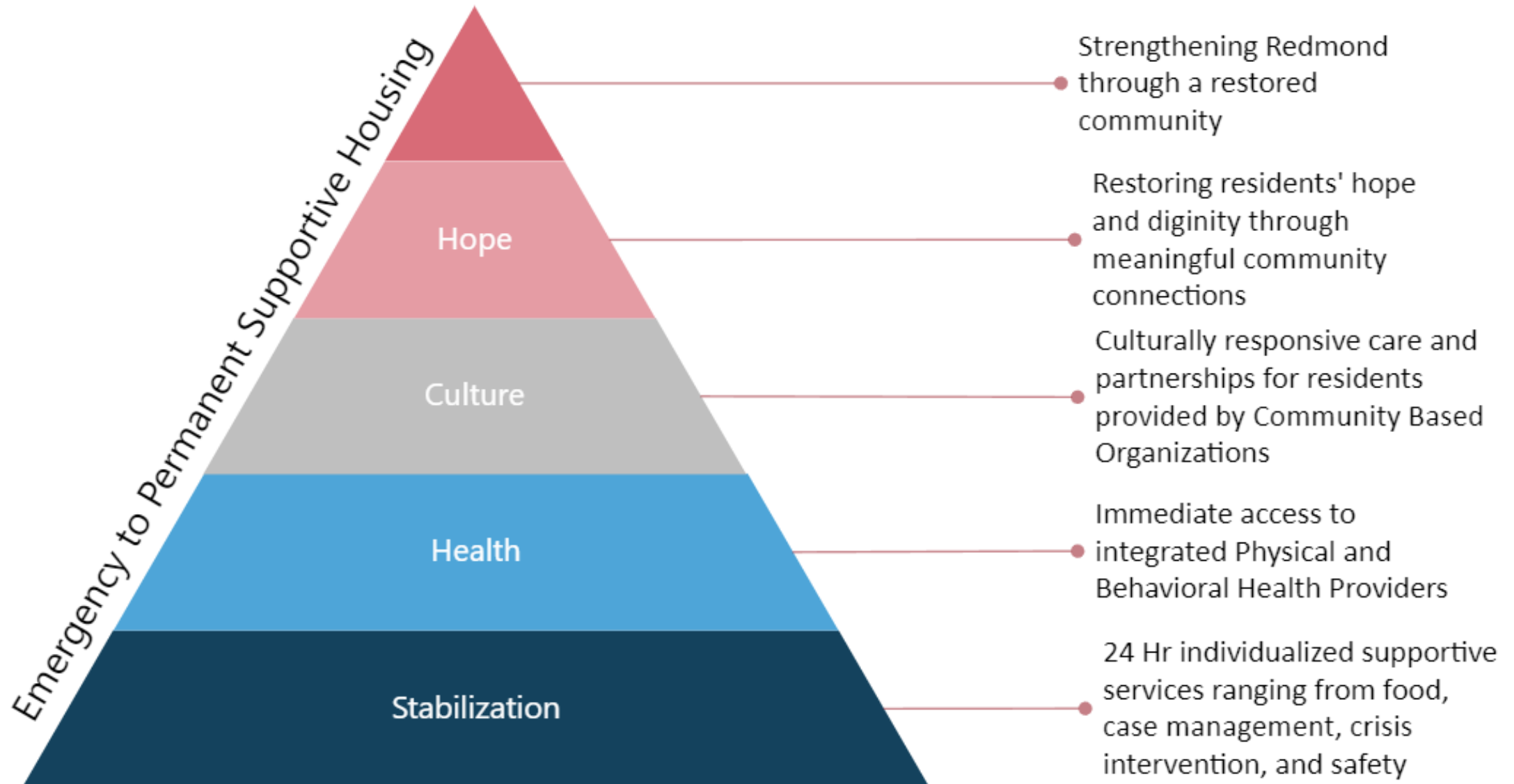
Disability

Referral Process



- Gradual ramp-up
- Local defined as living in, near, or with ties to Redmond
- Referral partners: Outreach staff, Safe Parking programs, and East King County shelter providers.
- Set-Asides
 - Local 35% designated + 30% prioritized
 - 35% regional referral

The Salvation Army Vision for Redmond Site





Staffing Structure

24/7 Onsite
Supportive Staff

11+ Support Staff

4-5 Case
Managers

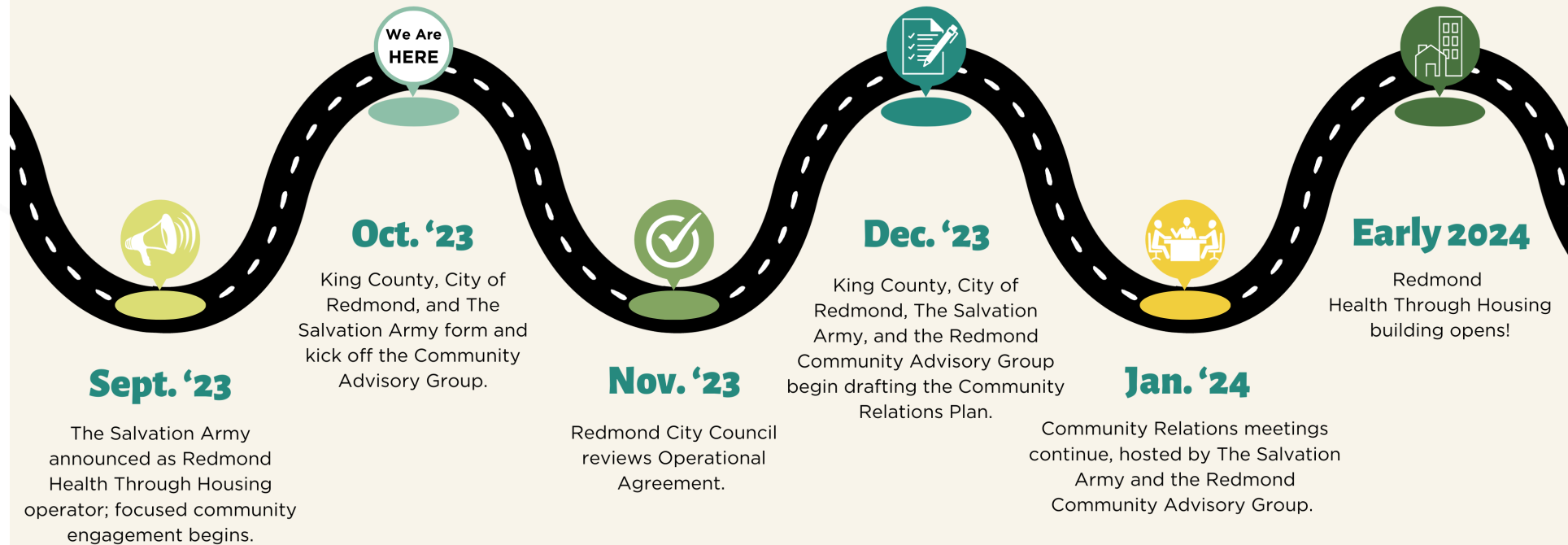
Leadership Team:
1 Director + 2
Managers

1 Behavioral
Health Specialist

1 Resource
Coordinator

Partners:
Eastside
Nonprofits

REDMOND, WA *Engagement Timeline* HEALTH THROUGH HOUSING





HTH Governance

Washington State

HB 1220

HB 1590

RCW 35A.21.305

King County

KC Ordinances 19236
and 19366

City of Redmond

RZC Chapter 21.57

Operational Agreement

(between City of Redmond and King County)

Service Agreement

(between King County and The Salvation Army)



Code Requirements

DELIVERABLE	DEFINITION	RESPONSIBLE PARTY	APPROVER
Operational Agreement	Governs the relationship between the City and the County regarding the County's Health Through Housing facility in Redmond	County, City	Redmond City Council
Service Agreement	Sets operator terms and contractual scope of work between the County and The Salvation Army	County	County
Safety and Security Plan	Outlines protocols for de-escalation and communications with first responders	Operator, City	Redmond Police Department
Community Relations Plan	Identifies potential impacts on nearby businesses and residents, including proposed approaches and processes for dispute resolution	City, County, Operator	City



Code Requirements

DELIVERABLE	DEFINITION	RESPONSIBLE PARTY	APPROVER
Tenant Improvements	Minor building improvements required prior to occupy building	County, Operator	City
Local Referral Planning	Establishes a process for Redmond's outreach administrator and local service providers to identify eligible homeless individuals who are living in, near, or have ties to Redmond	City, County	N/A
Program Code of Conduct	Establishes resident expectations for things such as visitors and interpersonal behavior and consequences for non-compliances	Operator	Redmond Police Department, Planning and Community Development

Community Advisory Group (CAG)

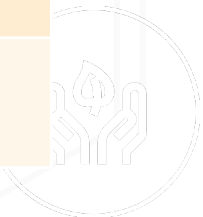
- **What:** Advises on the development of plans and agreements, such as the Community Relations Plan.
- **Who:** Prioritized based on their proximity to Redmond location, representatives include local businesses, nearby community, nonprofit organizations, people with lived experience, and school district staff.
- **Anticipated Timeline:** October – January 2024





Next Steps

Activity	Status
Continue regular internal meetings with City, King County, and The Salvation Army	Ongoing
Convene Community Advisory Group	Ongoing
Engage with Council	FAC (Nov. 14) Staff Report (Nov. 21) Approve Operational Agreement (TBD)
Finalize and seek approval for plans (e.g. Community Relations Plan)	Early 2024
Complete pre-construction activities	Ongoing
Hire HTH Team	Early 2024
Identify and refer clients, through phased occupancy	Early 2024
Open building	Early 2024



Thank you

Any Questions?



Health through Housing Issues Matrix
Special Meeting - November 21, 2023

ISSUE	RESPONSE
Responses to questions and feedback received by community members.	
<p>1. Clarify the intended use of the building, specifically concerns with Emergency Housing. Require timeline for conversion of building to permanent supportive housing.</p>	<p>1. Changes to Service Agreement: Clarifying language was added to definition of Emergency Housing to indicate that same level of services are provided. Permanent Supportive Housing definition was added.</p> <p>2. The timeline for building upgrades necessary to convert from Emergency Housing to Permanent Supportive Housing is covered in Section 6 of Operational Agreement: <i>Building Upgrades. The County and City shall work together to facilitate building upgrades by December 31, 2026, pursuant to the HTH Implementation Plan, to provide permanent provisions for living, sleeping, eating, cooking and sanitation for all units designated for residential occupancy.</i></p> <p>3. Further explanation of the difference between Permanent Supportive Housing and Emergency Housing will be covered in the Council presentation on November 21, 2023.</p>
<p>2. Require Council to request that those who come through the regional referral not be incarcerated within the previous five years.</p>	<p>King County's At-Risk of Chronic Homelessness definition, which considers incarceration within the past five years as a part of its multifactorial criteria, is informed by established, peer-reviewed research that points to incarceration as a direct result of chronic homelessness. Eligibility for the Health Through Housing program is defined by County statute and limiting referrals based on prior incarceration would be inconsistent with that statute.</p>
<p>3. Regulate drug use and pairing of services. Address treatment participation.</p>	<p>HTH properties are subject to all to state and federal laws concerning drug use including those pertaining to drugs and alcohol. Additionally, all operators of supportive housing have the goal of preserving housing stability while offering immediate access to behavioral health treatment, for those who need it, and clear direction to residents as to what is and is not acceptable behavior. Each building will have a Code of Conduct established by the housing operator in consultation with King County and the local jurisdiction. By city code, the Code of Conduct is being developed in coordination with the City's Community Advisory Group for this site. Onsite agency staff are trained to directly engage anyone exhibiting problematic behaviors due to substance use and offer evidence-based services including substance use disorder treatment.</p>

	<p>That said, assessment for placement in a HTH building includes in-depth review of an individual’s disability status. Diagnosed behavioral health conditions, including substance use disorders, are considered disabilities under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and Section 1557 of the Affordable Care Act. As supportive housing, consistent with federal HUD guidance, the building will follow Housing First principles:</p> <ul style="list-style-type: none"> • No barriers to entry (e.g. limitations on individuals with active or history of substance abuse, treatment, or service participation requirements); • No preconditions (e.g., sobriety, income); and • Does not terminate program participants from the project for lack of participation (e.g. supportive service participation requirements or rules beyond normal tenancy rules). <p>Peer-reviewed research has identified housing stability to be a key driver of behavioral health recovery. Therefore, seeking eviction as a first line response to residents who engage in substance use would diminish the community benefits of the PSH service model and current best practices in the field of health and human services. However, as is the case for housing available on the private market, anyone who is unable to abide by the code of conduct and/or compromises the safety of other residents is at risk of eviction. If that becomes necessary as the option of last resort, case managers will work directly with the tenant to try to locate a different housing option that might be a better fit to prevent a return to homelessness for that individual.</p>
4. Request that the County and Operator clarify their policy on use or sale of illegal drugs.	Please see response to question #3.
5. Program rules, code of conduct and community relations plan – can Council and public access to review before approved?	Redmond’s HTH Community Advisory Committee (CAG) includes representatives from businesses, residents, and school districts who were selected based on their proximity to the building. They have been convened to provide feedback on draft plans such as Community Relations Plan, Code of Conduct, and Safety & Security Plan. City staff will keep Council apprised of the CAG’s progress and will provide these drafts when this work is completed, which is anticipated by early 2024. Redmond Zoning Code specifies which City department is ultimately responsible for approving each of these plans.
6. Require local referral for full 65%, capping regional referrals to no more than 35%.	<p>All HTH partners have committed to three program goals: 1) prioritizing the majority of units for local referral; 2) ensuring integration with the regional Coordinated Entry process; and 3) ensuring that units do not remain empty for a prolonged period of time.</p> <p>To achieve all three goals, we have developed a process in partnership with service providers and City staff in which no less than 35% and up to 65% of units are reserved for local referral, and 35% of units are reserved for regional referral through KCRHA’s</p>

	Coordinated Entry process. The exact percentage of local referral rooms at any given time is determined by the number of eligible individuals experiencing homelessness and the ability of outreach staff and approved local referral partners to fill vacant rooms. Refer to section 1.f of the Operational Agreement.
7. Require conditions of RZC Chapter 21.57 be met before signing the operational agreement.	The Community Advisory Group will continue meeting through early 2024 to provide input into the development of a draft Community Relations Plan, Program Code of Conduct, and Safety and Security Plan. Once these drafts are finalized, respective City staff approves these plans per RZC 21.57. All conditions of RZC Chapter 21.57, including Council's approval of the operational agreement, must be met prior to building occupancy.
Responses to questions and feedback received at Committee of the Whole – Finance, Administration and Communication (FAC) 11/14 Meeting	
8. What is legality of not offering housing of previously incarcerated folks?	See response to question #2.
9. Include updates for City Council bi-annually for at least the first 2 years (vs just one after 6mos, then annually).	Operational Agreement language currently allows flexibility for frequency of communications. "City Council may also request a public briefing or written update more frequently, as desired." Refer to Operational Agreement section 4.
10. Are there any stop gap measures to help assist folks to move into different housing if they get close to earning too much money to qualify for PSH.	Program services will support clients in achieving their goals and maintaining housing stability, including gaining employment and/or other housing options.
11. When will council be able to provide feedback on the Program Code of Conduct?	See response to question #5.
12. In the recitals, Exhibit 1: Definitions A "At risk" is it an AND qualifier or could it be an AND/OR qualifier to be considered "at risk?"	The definition lays out what makes a person at risk of CHRONIC homelessness, not at risk of homelessness in general. Pre-existing homeless status ("currently homeless") is the first criteria.
13. What is the timeline for converting the units from Emergency Housing to Permanent Supportive Housing? What do we know about the County's intended plans, work timeline, and funding to achieve it?	See response to question #3. King County staff will be available on November 21 st to answer further question regarding the project timeline. Further details on conversion of HTH projects is included in the HTH Implementation Plan .

14. What are the definitions of local and regional referral? Example for consideration: Neighbors from further east in King County, like North Bend, Issaquah, etc. Are they local or regional?	City of Redmond staff will work with King County and The Salvation Army to identify local referral partners. At a minimum, local referrals will include clients served by safe parking programs, shelter providers, and outreach staff. Local is currently defined as individuals living in, near, or with ties to Redmond. The local referral process will be further refined and finalized in early 2024.
15. Page 4, section B Reports to the Council: Suggestion point 10 be refined to “calls for emergency medical services, police services, etc.”	Shared with King County for consideration.
16. PSH is part of [Redmond’s] strategy too. Are the terms strong enough here? Should the name or intent of the program change on behalf of the county?	<ol style="list-style-type: none"> 1. Amendments to the Operational Agreement are covered in Section 8. 2. The Operational Agreement has been revised to include “The County shall not sell the Facility to a non-County entity without first providing ninety (90) days’ written notice to the City, provided any concurrent assignment of this Agreement shall be subject to the written consent of the City, which shall have the right to amend this Agreement or impose reasonable conditions upon such assignment.” 3. Language has been added to Section 15 of the Service Agreement, requiring the County to “consult with the City of Redmond on any significant program changes.”
17. Why did the County change its intended use for this building (i.e. Emergency Housing instead of Permanent Supportive Housing)?	Apartment buildings and extended stay hotels are immediately opened as permanent supportive housing (PSH). Buildings requiring renovation to include kitchenettes before they can be classified as PSH are used as emergency housing (EH) until construction is complete in order to move individuals inside as quickly as possible.
18. Clarification on substance abuse requirements within the contract and whether or not that term is enforceable and by whom, it would be helpful to have the use case. Q: if there are provisions in the operating agreement regarding substance abuse (e.g. landlord-tenant), who will enforce them? What kinds of terms will be included in the standard lease for tenants?	See response to question #3.

<p>19. What does communications preparedness look like for transitions between uses (e.g. transitional housing, emergency supportive housing, and permanent supportive housing)? Can we please see a table or diagram showing an expected “length of stay” to compare the classifications for each type of housing?</p>	<p>Provisions for program changes are outlined in the Operational Agreement (Section 8) and Service Agreement, requiring the County to consult with the City.</p> <table border="1" data-bbox="863 204 1728 391"> <thead> <tr> <th>Homeless Program Type</th><th>Length of Stay</th></tr> </thead> <tbody> <tr> <td>Shelter</td><td>Typically night by night</td></tr> <tr> <td>Transitional Housing</td><td>Typically up to 2 years</td></tr> <tr> <td>Emergency (Supportive) Housing</td><td>Indefinite</td></tr> <tr> <td>Permanent Supportive Housing</td><td>Indefinite</td></tr> </tbody> </table>	Homeless Program Type	Length of Stay	Shelter	Typically night by night	Transitional Housing	Typically up to 2 years	Emergency (Supportive) Housing	Indefinite	Permanent Supportive Housing	Indefinite
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<p>20. What code changes would we need to do to accommodate this "supportive emergency housing" to allow the property owner flexibility in the use of this facility over time based on greatest needs? If already allowed in the code, can the contract be broad enough to allow multiple uses (transitional housing etc.) for open units as well as emergencies? It seems we are assuming it will be all one kind with no vacancies forever. Is there a case where the residents of the facility could be a mix of uses within the operating agreement or permit conditions? The reason would be to provide flexible ways to make sure the facility manager can meet the needs of current and potential residents in need for the best use of space.</p>	<p>In response to the passage of HB 1220, the City of Redmond developed and adopted requirements under RZC Chapter 21.57 governing the operation and use of permanent supportive housing, emergency housing, transitional housing, and shelter. Any new programs that are providing these uses would be required to comply with the provisions under this chapter. King County Ordinance 19236 codified the intended use for HB 1590 funding, for the specific purpose of purchasing building to provide Emergency Supportive Housing and Permanent Supportive Housing under the Health through Housing Initiative. City code does not prescribe the intended use of this building, and more than one use could exist in the building so long as it was consistent with the terms of the Operational Agreement.</p>										
<p>21. Clarify what the program will be, what will the access to food be like? Is there a role for the operator?</p>	<p>The operator has been funded under their contract with King County to ensure that food is provided to participants. Staff has requested that King County include language in the Service Agreement to that effect.</p>										
<p>22. How is non-discrimination (e.g. religious discrimination) addressed?</p>	<p>The County’s boilerplate contract with the operator includes provisions for non-discrimination. “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, age except by minimum age and retirement provisions,</p>										

	status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression."
23. What is the process for changing occupancy above 100?	<p>RZC specifies: " 3. Density. The density or maximum number of residents for permanent supportive housing, transitional housing, and emergency housing shall be limited as follows:</p> <p style="padding-left: 40px;">Permanent supportive housing, transitional housing, and emergency housing located in mixed-use zoning districts in accordance with RZC 21.04.030, Comprehensive Allowed Uses Chart, shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an operational agreement."</p> <p>The Services Agreement presently contemplates the provision of 100 units of housing by The Salvation Army. The Services Agreement would be modified pursuant to section 8 of the Operational Agreement when and if increased occupancy is desired, at which time additional mitigation measures could be identified based on operational experience with 100 of the units filled.</p>

