

INTERAGENCY AGREEMENT FOR

*Harborview Mental Health and Addictions Services
And
YWCA of Seattle – King County – Snohomish County*

Regarding

**SET-ASIDE UNITS OF PERMANENT HOUSING AT YWCA 5th & SENECA WOMEN'S
RESIDENCE and LEXINGTON-CONCORD APARTMENTS**

For the period covering June 23, 2015 - June 30, 2018

1. Introduction

- 1.1 Harborview Mental Health and Addictions and Addictions Services (HMHAS), including HMHAS' Housing Program and Housing First Program, and the YWCA of Seattle – King County – Snohomish County (YWCA) enter into this Agreement in order to coordinate the services and resources of both agencies with regard to set-asides at the YWCA's 5th & Seneca Women's Residence and the Lexington-Concord Apartments and Lexington-Concord Apartments.
- 1.2 The Agreement includes guidelines by which the agencies will communicate and provide effective housing and support services to eligible individuals.
- 1.3 The agreement establishes two specific areas of cooperation and collaboration between HMHAS and YWCA. These are:
 - set-aside units for housing provision, and
 - case management/supportive services for HMHAS set-aside clients.

2. Set-Aside Units

- 2.1 YWCA agrees to set-aside Fifteen (15) units between the two YWCA properties listed above for HMHAS, to be leased and occupied by HMHAS clients who have been assessed by HMHAS as being capable of the level of self-care required in independent housing.
- 2.2 Rent Payments: HMHAS coordinates with Plymouth Housing Group separately regarding any rent subsidy that the HMHAS client may be eligible to obtain. Residents are responsible for paying any remaining portion of the rent and deposits on their own.
- 2.3 Residents who are not subsidized, or later become ineligible for a subsidy provided by HMHAS or Plymouth Housing Group, will be responsible for their own rent and deposits.

- 2.4 The YWCA is not a subrecipient, per A133 definition, for these pass through federal funds.
- 2.5 During the period of this contract, the agreement refers to the following units at the YWCA. These units may change from time to time and each agency will keep track of the unit changes.
- 2.6 During the period of this contract, the agreement refers to units mutually agreed upon by HMHAS and the YWCA. These units may change from time to time and each agency will keep track of the unit changes. HMHAS may request additional units at any time, and will be granted units as they become available.

3. Placement Process: application

- 3.1 Clients of HMHAS who are requesting assistance with housing, will be screened by HMHAS as to their appropriateness for YWCA housing.
- 3.2 Clients who are deemed capable of self-care appropriate to YWCA housing will be placed on a waiting list maintained by HMHAS.
- 3.3 When either the HMHAS Housing Program or Housing First staff or the Apartment Manager at the YWCA learn of a vacancy (pending or actual), they should notify the other immediately and begin the steps outlined in “Set-aside Intake Procedure”, attached. The YWCA reserves the right to accept and refuse any prospect based on screening criteria and fair housing laws. YWCA will make every effort to accommodate the HMHAS referral through partnership and collaboration.
- 3.4 Once approved through HMHAS, all clients need to fill out a YWCA application and be approved through our “Tenant Screening Criteria”, attached, before being allowed to move-into the YWCA building.

4. Placement Process: Move-in

- 4.1 At the agreed time and date of move-in, the client, HMHAS staff and YWCA Apartment Manager will discuss and complete all relevant paperwork, to include:
 Lease and addenda including Building Rules (attached- these may be changed or updated periodically based on new laws, new regulations, or changes in YWCA policy.
 Information sheet re: Crisis/Urgent Care*(attached)
 Release of Information which allows YWCA to disseminate and receive information regarding the client’s housing issues (attached)

*If discretion is required, the Case Manager can complete this prior to move-in, and submit to YWCA after client consents to Release of Information.

- 4.2 At the time of move-in, the client will submit rent for that month (pro-rated if applicable) and a security deposit to the YWCA. The amount of the refundable security deposit is \$175 total.

5 Terms of the YWCA Lease

- 5.1 A YWCA lease (attached) is signed by the tenant (HMHAS client) of each set-aside unit, and this individual is responsible for abiding by the regulations in this document. The YWCA lease signed by the client supersedes any and all other agreements including this MOU.
- 5.2 Building rules for the YWCA (attached) are signed by the tenant (HMHAS client) of each set-aside unit, and this individual is responsible for complying with all building rules. The tenant is also expected to comply with all housing subsidy and HMHAS housing regulations.
- 5.3 Rent is due the first of each month, payable by tenant to YWCA. Rent payment slips and pre-addressed envelopes can be picked up at YWCA front desk at either the 5th and Seneca Building, or Opportunity Place at 2024 3rd Ave, Seattle. Tenant will mail or money orders, cashiers checks, or, after initial move-in, personal checks to:

P.O. Box 94222
Seattle, WA 98124-6522

6 Case Management / Supportive Services

- 6.1 All tenants of HMHAS's set-aside units are expected to have active case management for the duration of their YWCA tenancy. HMHAS's case managers are expected to maintain regular contact with their clients. For persons with more intensive needs, frequent contact may be necessary.
- 6.2 If a client in HMHAS's set-aside discontinues, or expresses plans to discontinue, their case management services, HMHAS will make a reasonable effort to continue to engage that individual as appropriate.
- 6.3 HMHAS will make available to the YWCA Housing Coordinator the names and contact telephone/pager numbers for each of the clients' case managers.
- 6.4 HMHAS will appoint Housing Coordinators who will act as contact persons between YWCA and HMHAS, generally the HMHAS Housing Coordinators and Housing First Program Coordinator.
- 6.5 Clients in HMHAS's set-asides will be required to sign a Release of Information consent form (attached) in order to enable communication between YWCA and HMHAS.
- 6.6 HMHAS clients' case managers will provide 'Crisis / Urgent Care' information (attached) to the YWCA Apartment Manager for each set-aside client on or before the date of move-in.
- 6.7 In the event of a HMHAS' set-aside client becoming unable to perform tasks of daily living, the case manager will work to provide any and all services necessary for the client to remain in YWCA housing. The case manager is responsible for communicating this

plan, and ongoing progress in relation to this plan, to the YWCA Apartment Manager, as well as HMHAS' Housing Coordinator.*

- 6.8 If YWCA building staff witness, or have knowledge of any problems which may affect the tenancy of HMHAS clients, they will pass this information to the YWCA Apartment Manager, who will notify HMHAS's Housing Coordinator within a 24-hour period. The Housing Coordinator will 'problem-solve' with the client's case manager, and ensure that either the case manager or themselves communicate regularly with the Apartment Manager until the situation is resolved.
- 6.9 If a HMHAS set-aside client is jailed, hospitalized, or admitted to inpatient treatment, the case manager will notify the YWCA Apartment Manager or Director immediately.
- 6.10 HMHAS case managers are required to check in at the YWCA Front Desk for residents living at the Women's Residence, and get a security elevator key before visiting their client.
- 6.11 HMHAS and YWCA staff will communicate regularly regarding the status of tenants and any potential concerns. This report can be in a simple format, including an email that simply provides status of clients and case management.
- 6.12 HMHAS should be aware that the YWCA has housing advocate staff available to all tenants. YWCA staff presence does not replace any aspect of HMHAS case management expectations outlined in this agreement. It is required that HMHAS staff meet with YWCA staff in order to facilitate future collaboration and/or consultation.

7 Vacancies/Move-out

- 7.1 Communication regarding vacancies (anticipated and actual) is imperative for the smooth administration of this agreement.
- 7.2 HMHAS's set-aside clients must provide 20 days written notice to vacate before the end of the rental period per landlord tenant law, as described in their lease. Failure to give proper written notice to the YWCA will result in the HMHAS client being liable for additional rent as provided for in RCW 59.18.310 for the lessor of any vacancy period or the next month's rent.
- 7.3 The YWCA Apartment Manager will notify HMHAS Housing Coordinator immediately upon receiving notice of intention to vacate. HMHAS will notify the Apartment Manager if they know of the intent to vacate first and will coordinate unit turnover with YWCA Housing staff within 10 business days of occurrence.
- 7.4 If a HMHAS set-aside unit is vacated by abandonment, imprisonment, death or other circumstances which render the tenant unavailable, HMHAS will coordinate with next of kin or personal representative, if known, to remove personal belongings from the unit in a timely manner.
- 7.5 YWCA staff is responsible for general maintenance and preparation of units for occupancy. The units are normally prepared for new occupancy ('rent ready') within one

week of vacancy, unless repair or maintenance is required beyond normal wear and tear. HMHAS will coordinate all new move-in dates with the YWCA Apartment Manager to ensure the unit is rent ready. HMHAS will be notified immediately if there are any delays beyond the control of YWCA.

- 7.6 When an actual vacancy is established, the YWCA Apartment Manager and HMHAS Housing Coordinator will fill the vacant unit by the steps described in the “Set-aside Intake Procedure” (attached).
- 7.7 HMHAS is expected to fill a vacant unit within one week of the unit being ‘rent ready’. (The YWCA Apartment Manager is expected to notify HMHAS’s Housing Coordinator when the unit is ready.) If HMHAS is unable to fill this vacancy within this time period due to the unavailability of an appropriate client, the unit will be rented to the first approved applicant in the YWCA’s application log and HMHAS will be offered a future available unit in replacement.

8 Evictions

- 8.1 If problems with HMHAS clients occur during tenancy, it is expected that HMHAS’s Housing Coordinator and the client’s case manager will become involved in a plan to address the relevant problems. As appropriate, this will include:
 - 8.1.1 Working with the client and building management to resolve the problems that are occurring.
 - 8.1.2 Looking for other housing options which may address a client’s need for more structured housing, particularly if the client’s continued presence in the YWCA is jeopardizing the safety, security and comfort of other tenants.
 - 8.1.3 Looking for a temporary housing solution for the tenant if there are short-term problems occurring which jeopardize the safety, security and comfort of other tenants, and which could be resolved by a time-limited period away from the YWCA.
- 8.2 The YWCA may evict HMHAS set-aside clients who do not comply with building rules and/or terms of the rental agreement (lease).
- 8.3 The YWCA Apartment Manager will notify HMHAS Housing Coordinator immediately of any incidents that may result in the eviction of a HMHAS set-aside client.
- 8.4 Any evictions will be handled according to applicable Landlord/Tenant laws.

9 Communication

- 9.1 It is acknowledged that open, two-way communication between HMHAS and YWCA is integral aspect of this agreement.
- 9.2 A communication contact list (‘Phone list for Set-aside Arrangements’) will be established for the purpose of enhancing communication between YWCA and HMHAS.

9.3 The YWCA's Apartment Manager or Housing Director will update the phone list twice per year, unless staffing or office changes require interim updates.

10. Terms of Set-aside Agreement

10.1 This agreement takes effect upon the signing by all parties.

10.2.1 The term of this agreement is three years, and may be extended for additional one year term upon mutual agreement of both agencies.

10.3 Both HMHAS and YWCA retain the right to cancel this agreement with 60 days written notice, or to discontinue placing new clients immediately upon written notice.

11. Third Party Claims

11.1 The YWCA and HMHAS agree that as to all third party claims, actions, or causes of actions of whatsoever kind or nature made or asserted against either or both of them, and arising out of the use of operation of the premises, each will be liable to the other to the extent of each party's fault and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault of a party to this agency agreement, such party shall have the duty to defend, save or hold the other harmless, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other party to this agency agreement in defense of such third party claims or actions.

12. Nondiscrimination

12.1 During the performance of this Contract, the YWCA shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses, or the presence of any sensory, mental, or physical handicap, in the employment or application for employment, in the administration or delivery of services, or any other benefits under this Contract.

12.2 The YWCA shall comply fully with all applicable federal, state, and local laws, ordinances, and executive orders, and regulations that prohibit such discrimination.

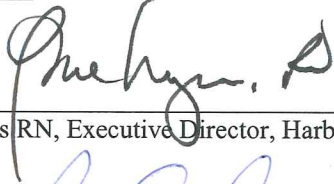
12.3 If the YWCA fails to comply with Section 12 of this Contract, such failure shall be deemed a breach of this Contract.

13. Debarment

13.1 Each Party represents and warrants that neither it nor any of its officers, directors, trustees, employees or agents is currently excluded, suspended, or debarred from participation in any federal healthcare program or from participating in any government procurement or non-procurement contract, nor have they ever been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a), 42 USC 1320a-

7(b)(1)-(3) or b), nor have they been proposed for exclusion by such federal healthcare program or a government agency. Each Party will promptly provide written notice to the other of any such exclusion, debarment, sanction or conviction. Such notice will provide grounds for the immediate termination of this Agreement.

Signatures:



Paul Hayes RN, Executive Director, Harborview Medical Center

Date 1/5/16



YWCA of Seattle – King County – Snohomish County

Date 12/15/15