#### INTERAGENCY AGREEMENT FOR

# Harborview Mental Health and Addictions Services And Plymouth Healing Communities

# Regarding

# SET-ASIDE UNITS OF PERMANENT HOUSING IN THE HOFMANN HOUSE, GRACE APARTMENTS, ENG HOUSE, ADMIRAL HOUSE, ARGONAUT I & II

For the period covering: April 1, 2017-March 31, 2020

# 1. Introduction

- 1.1 Harborview Mental Health and Addictions Services (HMHAS) and Plymouth Healing Communities (PHC) enter into this Agreement in order to coordinate the services and resources of both agencies with regard to set-asides.
- 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 PHC. These are:
  - set-aside units for housing provision, and
  - case management/supportive services for HMHAS clients.

#### 2. Set-aside Units

2.1 PHC agrees to set-aside ten (6) units in Hofmann House, three (3) units at Grace Apartments, fifteen (15) units at Admiral, eight (8) units at Argonaut I, and six (6) units at Argonaut II 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. HMHAS will have keys to the main buildings, and have access only to the common areas of each building. At Hofmann and Eng, 24 hours notice will be given if entering via key.

# 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 PHC housing.
- 3.2 Clients who are deemed capable of self-care appropriate to PHC housing will be placed on a waiting list maintained by HMHAS?).

3.3 When either the HMHAS Housing Coordinators or the PHC Property Manager learn of a vacancy (pending or actual), they should notify the other immediately and begin the steps outlined in "Set-aside Intake Procedure", attached.

## 4. Placement Process: Move-in

- 4.1 At the agreed time and date of move-in, the client, the Housing Coordinators and Property Manager will discuss and complete all relevant paperwork, to include:
  - Lease and addenda
  - Building rules
  - Release of Information which allows PHC to disseminate and receive information regarding the client's housing issues
- 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 Property Manager.

#### 5. Terms of the PHC Lease

- 5.1 A PHC lease 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.
- 5.2 Building rules for the PHC buildings (attached) are signed by the tenant (HMHS 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 HMHS housing regulations.
- 5.3 Rent is due the first of each month, payable by tenant to Plymouth Healing Communities. Tenant will deliver checks or money orders (no cash) to the Property Manager.

## 6 Case Management / Supportive Services

- 6.1 All tenants referred to HMHAS's set-aside units must have active case management. HMHAS's case managers are expected to maintain regular contact with their clients. For persons with more intensive needs, frequent contact may be necessary. HMHAS Housing Coordinators will hold monthly meetings at each physical property.
- 6.2 If a client in HMHAS's set-aside discontinue, or express 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 PHC the names and contact telephone/pager

- 6.3 numbers for each of the clients' case managers, and HMHAS' Housing Coordinators who will act as a contact person between PHC and HMHAS.
- 6.4 Clients in HMHAS's set-asides will be required to sign a Release of Information consent form (attached) in order to enable communication between PHC and HMHAS.
- 6.5 HMHAS clients' case managers will have available crisis services, including afterhours coverage through the Crisis Clinic.
- 6.6 In the event of a HMHAS's set-aside client becoming unable to perform tasks of daily living, the case manager will work collaboratively to provide any available services necessary for the client to remain in PHC housing. The case manager is responsible for communicating this plan, and ongoing progress in relation to this plan, to the Property Manager, PHC Resident Services Coordinator, as well as HMHAS's Housing Coordinators.
- 6.7 If PHC building staff witness, or have knowledge of any problems which may affect the tenancy of HMHAS clients, they will pass this information to the Property Manager, who will notify HMHAS's Housing Coordinators within a 24-hour period. The Housing Coordinators will 'problem-solve' with the client's case manager, and ensure that either the case manager or themselves communicate regularly with the Property Manager until the situation is resolved.
- 6.8 If a HMHAS set-aside client is jailed, hospitalized, or admitted to inpatient treatment, the case manager will notify the Property Manager immediately.

#### 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 (prior to the end of the month) notice to vacate, as described in their lease. Failure to do so will result in rent charges for any vacancy period up to one month after the end of the month of move-out.
- 7.3 Property Manager will notify HMHAS Housing Coordinators immediately upon receiving notice of intention to vacate. HMHAS will notify the Property Manager if they know of the intent to vacate first.
- 7.4 PHC staff are responsible for general maintenance and preparation of units for occupancy. The units are prepared for new occupancy ('rent ready') within one week of vacancy.

- 7.5 When an actual vacancy is established, the Property Manager and HMHAS Housing Coordinators will fill the vacant unit by the steps described in the "Set-aside Intake Procedure" (attached).
- 7.6 HMHAS is expected to submit TWO applications within one week of being notified that a unit is becoming vacant. The Property Manager is expected to notify HMHS's Team Lead 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 person on the PHC waiting list.

#### 8 Evictions

- 8.1 If problems with HMHAS clients occur during tenancy, it is expected that HMHAS's Housing Coordinators 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, as available, which may address a client's need for more structured housing, particularly if the client's continued presence in the building is jeopardizing the safety, security and comfort of other tenants.
- 8.2 PHC may evict HMHAS set-aside clients who do not comply with building rules and/or terms of the rental agreement (lease).
- 8.3 The Property Manager will notify HMHAS Housing Coordinators immediately of any incidents that may result in the eviction of a HMHAS set-aside client.

#### 9 Communication

- 9.1 It is acknowledged that open, two-way communication between HMHAS and PHC is integral aspect of this agreement.
- 9.2 A communication flow-chart ('Phone list for Set-aside Arrangements': attached) has been established for the purpose of enhancing communication between PHC and HMHAS. It is essential that this plan be adhered to for the effective operation of this agreement.
- 9.3 PHC's Director of Community and Social Services 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 The term of this agreement is two years, and may be extended for additional one year term upon mutual agreement of both agencies.
- 10.3 Both HMHAS and PHC retain the right to cancel this agreement with 60 days written notice, or to discontinue placing new clients immediately upon written notice.

#### 11. Insurance, Hold Harmless and Indemnification

- 11.1 Plymouth Healing Communities shall protect, defend, indemnify, and hold harmless HMHAS, Harborview Medical Center, and the State of Washington (when any funds for this Contract are provided by the State of Washington), their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Plymouth Healing Communities.
- 11.2 HMHAS agrees that the obligation to indemnify, defend, and hold harmless Plymouth Healing Communities and its agents and employees under this subparagraph extends to any claim, demand, or cause of action brought by or on behalf of any employee of HMHAS against Plymouth Healing Communities and includes any judgment, award and cost arising therefrom, including attorneys' fees.

# 12 Third Party Claims

12.1 Plymouth Healing Communities 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.

## 13 Nondiscrimination

- During the performance of this Contract, PHC 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.
- 13.2 PHC shall comply fully with all applicable federal, state, and local laws, ordinances, and executive orders, and regulations that prohibit such discrimination.
- 13.3 If PHC fails to comply with Section 12 of this Contract, such failure shall be deemed a breach of this Contract.

Signatures:

Paul Hayes, RN Executive Director Harborview Medical Center

Date

abben 19, 2017

Hillary Evans, Executive Director Plymouth Healing Communities

Date