

PUBLIC HEALTH & HUMAN SERVICES ST. LOUIS COUNTY, MN

Housing Support Program

Supportive Housing Program Provider Manual

Last Revised: 2/13/2020

Issued: 4/22/2020; Effective: 7/1/2020

stlouiscountymn.gov/housingsupport

TABLE OF CONTENTS

SECTION I: INTRODUCTION
Introduction to Housing Support Program5
Housing Support Program Contacts8
SECTION II: STANDARDS OF CONDUCT STATEMENT & PROGRAM PRIORITIES
Statement and Priorities10
Tenancy and Landlord Rights11
SECTION III: PROVIDER APPLICATION AND RENEWAL PROCESSES
New Provider Application Process
Current Provider Renewal Process
SECTION IV: POLICIES AND PROCEDURES
Policy Development and Review21
Individual Eligibility and Participation23
Provider Requirements
Referral and Transfer Process
Safe and Healthy Housing
Minimum Supplemental Service Rate Standards41
Food Quality and Preparation43
Housing Support Funds Management45
Records, Data Privacy, and Client Confidentiality46
Complaint Resolution Process
Notice to Vacate Process
Housing Site Expansions
SECTION X: DOCUMENTATION REQUIREMENTS
Documentation Requirements55
Housing Plan and Case Notes Standards56
SECTION XI: COMPLIANCE AND QUALITY ASSURANCE
Provider Review Process

Site Visits and File Audits	60
Compliance Actions	61
SECTION XII: APPENDICES	
A: New Provider Checklist	66
B: Site Visit Form	71
C: Insurance/Indemnity and Provider Manual Compliance Agreement	74
D: St. Louis County Premise Form	77
E: Habitability Inspection	
F: Discharge Notice	80
G: Complaint Resolution Report	
H: File Audit Form	82
I: Participant Rights	85
J: New Participant Checklist	
K: Corrective Order Form	
L: Program Improvement Plan Form	89



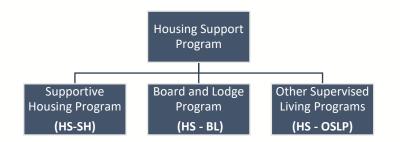


SECTION I: INTRODUCTION

stlouiscountymn.gov/housingsupport

INTRODUCTION

Thank you for expressing interest in the St. Louis County Public Health and Human Services (PHHS) Housing Support Program (HSP). Authority for the HSP is provided through Minnesota Statutes, chapter 256I. While Housing Support dollars may be accessed through a variety of supervised living settings, the PHHS HSP currently provides guidance and standards on the following programs: the Housing Support Supportive Housing (HS-SH) Program, Housing Support Board and Lodge Program (HS-BL) and Other Supervised Living Programs (HS-OSLP). The figure below provides a visual for how the PHHS HSP is structured:



Released in July 2019, the first edition of this Manual focused solely on Long-Term Homeless Supportive Housing Programs. Effective July 2020, the Manual expanded to cover all supportive housing programs funded with Housing Support; it provides much of the information providers will need to know in order to develop an approved HS-SH program. It should be kept as a resource whenever there is a policy or program clarification needed.

St. Louis County's HS-SH Program

St. Louis County's HS-SH Program's mission is to provide safe, person-centered living arrangements and supplemental services to eligible individuals experiencing housing instability and/or long-term homelessness (LTH) in communities of their choice using Housing Support dollars.

The HS-SH Program's purpose is to enhance an eligible person's ability to access and maintain rental market housing with the assistance of effective services that meet their needs and preferences. Some people will need intensive, highly professionalized services, while others will want a more supportive approach. Many will have needs and preferences that change significantly overtime. To that end, the HS-SH Program offers tenant-based rent subsidies (Rate 1) and optional supportive services (Rate 2) to follow individuals over time and across housing choices, providing maximum financial and emotional continuity. This approach minimizes the demands on individuals to form new relationships with different service providers while

empowering people to make their own housing choices. This approach is consistent with Olmstead v. LC, 119 S. Ct. 2176 (1999).

Unlike other types of providers who might access Housing Support for individuals in board and lodges or adult foster care, providers offering Housing Support in SH-settings to eligible individuals are not required to be licensed through the Minnesota Department of Human Services (DHS) and/or the Minnesota Department of Health (MDH). That said, PHHS requires HS-SH providers to meet or exceed PHHS' standards of service provision.

Housing Support - Defined

Housing Support, formerly known as group residential housing (GRH), is a state-funded income supplement for housing (room and board) and housing supports (supplemental services) for eligible seniors or adults with disabling conditions. In order to prevent and/or reduce homelessness or institutionalization, this funding provides financial support for rent, utilities, household needs, and, under some circumstances, food and/or services for eligible individuals.

There are two rates of payment for Housing Support:

- Rate 1: Room and Board
- Rate 2: Supplemental Services Rate (SSR)

These rates are annually adjusted based on the Federal Benefit Rate (FBR) of the Supplemental Social Security Income (SSI) program and the SNAP guidelines for an individual. Rates may also be negotiated by PHHS. (see Section IV – Safe and Healthy Housing and Minimum Supplemental Services Rate Standards)

Counties are responsible for ensuring a Housing Support Agreement is in place with an authorized provider. In St. Louis County, the PHHS Behavioral Health Division (PHHS BH) is responsible for evaluating and approving all Supportive Housing (SH) Housing Support Agreements.

If approved for a Housing Support Agreement, payment is disbursed to the provider by the Minnesota Department of Human Services (through PHHS' Financial Assistance Division) to the owner/manager of the housing unit on behalf of the eligible person. The provider is the entity that receives the payment from the State for room/board and SSR costs. Before the funds may be used, the participant, housing unit, and service provider must meet statutory eligibility requirements (see Section IV – Individual Eligibility and Provider Requirements). Currently, St. Louis County only enters into Housing Support contracts with service providers and/or property owners/landlords also providing services.

Management of the HS-SH Program

The Minnesota Department of Human Services (DHS) authorizes counties to develop quality control programs in an effort to manage and review provider performance under Housing Support Agreements. As such, St. Louis County developed a quality control program/compliance monitoring program to review provider performance. In an effort to communicate requirements consistently and transparently, this HS-SH Program Provider Manual [hereinafter, "Manual"] outlines both state requirements and county expectations for Housing Support providers. The policies and procedures outlined within this Manual may be referenced at any time by providers to ensure that people are served in quality, dignified, integrated housing settings with safe, person-centered supplemental services.

Additionally, St. Louis County's HS-SH Program receives advice and support from the HSP Advisory Committee, which is comprised of service providers, housing navigators, regional coordinated entry coordinators, officials from St. Louis County, and individuals served through the program. The HSP Advisory Committee reviews policies and procedures, business plans of potential providers, and concerns/issues identified within the community directly impacting the HSP.

Please note that this Manual is not legal advice and should not be construed as such. Providers are strongly encouraged to seek legal counsel and/or accounting services when preparing a business proposal and offering Housing Support services. Additionally, this Manual is updated annually and as needed, therefore any changes to Minnesota statute supersede that which is referenced herein.

Technical Assistance Available

Becoming a new provider, or understanding programmatic requirements through the HSP can be confusing and difficult. PHHS' HSP is committed to assisting providers through this process. While this Manual should provide many answers to your questions, PHHS' HSP staff are available to provide technical assistance upon request. Providers interested in pursuing supplemental services should reach out to <u>Minnesota</u> <u>Health Care Provider Enrollment</u>. Providers are also encouraged to visit the <u>Housing</u> <u>Support section of the DHS website</u> and the Minnesota Revisor website for <u>Housing</u> <u>Support</u> for more information. This Manual can also be accessed via <u>St. Louis County's</u> <u>Housing Support website</u>.

HOUSING SUPPORT PROGRAM CONTACTS

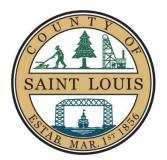
Name	Title	Contact Information
Laura Birnbaum	Housing and Homeless Programs Unit	birnbauml@stlouiscountymn.gov
	Supervisor	
Jensina Rosen	Homeless & Housing Program Specialist (HHPS)	rosenj@stlouiscountymn.gov
Doug H. & Patty	Housing Resource Specialists (South SLC –	douglas.happy@hdchrc.org or
N.	Human Development Center)	patricia.nadeau@hdchrc.org
Jessie K.	Housing Resource Specialist (North SLC – Range	jessie@rthousing.org
	Transitional Housing)	

ADDITIONAL HELPFUL CONTACTS

Name	Title	Contact Information
Eric Blomstrom	Contract Services Representative (CSR)	blomstrome@stlouiscountymn.gov
Ida W. & Natalie	Southern SLC Triage Social Worker and	PHHS-
L.	Triage Financial Worker	TriageTeam@stlouiscountymn.gov
Laura S. &	Northern SLC Triage Social Worker and	cca-vir@stlouiscountymn.gov
Natalie S.	Triage Financial Worker	
Cassie O.	Community Based Housing Support	ohmec@stlouiscountymn.gov
	Financial Worker	
Kate Bradley	Southern SLC Coordinated Entry	KBradley@duluthhousing.com
	Coordinator	
Heather Lindula	Northern SLC Coordinated Entry Planner	hlindula@lasnem.org
Institute of	Homeless Management and Information	https://hmismn.org/new-to-hmis/ or
Community	System (HMIS) Service Provider	email Help Desk at
Alliances (ICA)		mnhmis@icaalliances.org
EBT Card Services	To request a new EBT card	<u>888-997-2227</u>

COUNTY OFFICES AND CONTACT INFORMATION

Site	Location	Phone/Fax
Duluth	Government Services Center 320 W. Second	P: 218-726-2222
	Street	F: 218-726-2163
Virginia	Northland Office Center	P: 218-471-7137
	307 1 st Street South	F: 218-749-7194
Hibbing	Courthouse Annex	P: 218-262-6000
	1814 14 th Avenue E	F: 218-262-6049
Ely	St. Louis County Service Center 320 Miners	P: 218-365-8220
	Drive E	F: 218-365-8217
Toll Free: 1-800-450-9777		





SECTION II:

STANDARDS OF CONDUCT AND PROGRAM PRIORITIES

STANDARDS OF CONDUCT STATEMENT

It is the expectation of all providers participating in the PHHS HSP to operate programs and facilities in a manner which reflect the priorities outlined below and with the highest ethical and professional standards of conduct and performance. Providers are required to avoid any actual and/or perceived conflicts of interest through the execution of their Housing Support Agreement with the Minnesota Department of Human Services and PHHS. Providers are required to responsibly manage, and report the usage of, Housing Support dollars. The policies and procedures established within this manual ensure alignment with PHHS' expectations for professional conduct and performance.

PROGRAM PRIORITIES

PHHS established the following priorities as a guide when evaluating applications for a new Housing Support Agreement, as well as renewals:

- Individuals live as independently and autonomously as possible in settings that maintain their dignity and quality of life.
- Individuals will choose where and with whom they live in the most integrated setting appropriate to their needs.
- Individuals receiving Housing Support reside in integrated settings throughout St. Louis County.
- Individuals must have the right to choose their own service provider.
- Individuals with barriers to housing (ex. no rental history, bad credit, unlawful detainers/evictions, active substance use) have access to housing funded by Housing Support.
- Individuals living in Housing Support settings are provided access to resources and services outside of those paid for by Housing Support (ex. Housing Stabilization Services, Medicaid Waivered Services, county purchase of service funds, private donation etc.).

TENANCY AND LANDLORD RIGHTS

It is the position of St. Louis County that for people in HS-SH settings, an individual lease is required, and thus tenant laws apply. All units or dwellings must have a lease which includes the same responsibilities and protections from eviction as all tenants under landlord tenant law of state, county, city or other designated entity. The provider must submit a list of residency requirements that could result in eviction prior to approval of the Housing Support agreement. The HS-SH Program provides a process to avoid evictions for providers and individuals serviced (see Section IV – Notice to Vacate Process).

For more information about Landlord/Tenant rights, visit the <u>MN Attorney General Website</u>. Tenant housing advocacy services are also available for both tenants and landlords: <u>Home Line</u>.

Local Resources for Rental and Landlord/Tenant Issues

- Tenant Landlord Connection at One Roof Housing: 218-727-5372; 12 E. 4th St., Duluth
- Legal Aid Duluth: 855-204-1697; 302 Ordean Building, 424 W. Superior St., Duluth
- Legal Aid Northeastern Minnesota: 800-886-3270; Olcott Plaza, Ste. 200, Virginia
- Volunteer Attorney Program: 888-529-2431; 314 W. Superior Street Suite 1000, Duluth (Intake open 9 a.m. – 12 p.m., Monday – Friday)
- HOME Line: 866-866-3546
- St. Louis County Law Libraries: <u>lawlibrary@stlouiscountymn.gov</u>
 - Duluth: 100 N. 5th Ave. W #15
 - Virginia: 300 S. 5th Ave
 - Hibbing: 1810 12th Ave E

Individuals in Housing Support settings also have the right to request a reasonable accommodation from the landlord to ensure the housing unit is accessible. Housing Support settings currently available may not be the preferred living situation for many seniors and individuals with disabilities. Housing Support participants should be offered several <u>housing</u> <u>options</u> and similar services if they choose to live in their own homes or apartments. <u>Housing</u> <u>Link</u> can help Housing Support participants find affordable housing, and offers landlords the ability to list their own rental properties.





SECTION III:

PROVIDER APPLICATION AND RENEWAL PROCESSES

stlouiscountymn.gov/housingsupport

NEW PROVIDER APPLICATION PROCESS

The new provider application process consists of four phases, each with a variety of steps: (1) Pre-Proposal, (2) Proposal & Review, (3) Housing Support Agreement Application, and (4) Housing & Referrals. A New Provider Checklist is included in Appendix A to help with keeping on track through the application process. Please note the following prior to submitting a new application:

- Potential providers are required to submit a Housing Support Proposal for new facilities and expansion to additional facilities. Once approved for one congregate and/or sitebased facility, no new developments or expansions are considered for six months, or no more than two separate site expansions within twelve months (see Section IV-Housing Site Expansions).
- Submitting a Housing Support Proposal and/or application does not guarantee approval for a Housing Support Agreement with St. Louis County.
- No payments are issued until there is a housing unit secured and Housing Support Agreement signed.
- Once a Housing Support Agreement is executed, moving individuals into housing can be a lengthy process. Providers serving in a dual capacity role of both landlord and service provider should have a sustainability plan in place for when the facility is not fully occupied.

PHASE 1: PRE-PROPOSAL

All providers interested in pursuing the possibility of a Housing Support Agreement with St. Louis County:

- 1. contact the Homeless and Housing Program Specialist (HHPS), to express interest in the program.
 - Schedule time to discuss the HS-SH Program and its requirements, as well as discuss the potential program design.
 - Providers are encouraged to review and become familiar with the entire Provider Manual prior to preparing a proposal to ensure their proposed facility/program design complies with requirements.
- 2. notify the HHPS of their intent to move forward in the application process.
 - The HHPS provides ongoing support and technical assistance to potential providers through the application process related to programmatic and policy issues.

PHASE 2: PROPOSAL & REVIEW

- 1. Submit a program proposal (five page maximum) for the PHHS HSP's consideration to the HHPS. At a minimum, proposals should include:
 - The proposed business model related to facility and services;

- A description of the proposed location of services;
- A description of the target population and number of people you propose to serve;
- List of private landlords willing to work with your program (if scattered site);
- Your motivation for serving this population, including how you determined the need for the population you seek to serve;
- Describe your knowledge of homeless outreach, housing navigation, and tenant education/advocacy;
- An explanation of the kinds of services you propose to offer, how this connects to requirements for the HS-SH Program, and how you identified these services;
- How you propose to integrate Person-Centered, Housing First, and Harm Reduction, and Trauma-Informed Care models into your program in order to serve individuals with high barriers and high needs (you may need to research these models prior to submitting the proposal);
- A description of how minimum standards set forth in the Policy and Procedure Manual will be addressed;
- A description of how you plan to fulfill Homeless Management Information System (HMIS) requirements (if pursuing a LTH Program);
- A sustainability plan addressing how dual-role providers will remain financially stable during periods of time when the facility is not fully occupied;
- A description of the process to be followed upon an individuals' violation of program rules;
- Information about your and/or other staff members' background and qualifications to provide these services, as well as a list of all business partners (silent or otherwise); and
- Anything else you think would be helpful for reviewers to know when considering your proposal.
- Contact Minnesota Health Care Programs (MHCP) Provider Enrollment (see below), insurers, and the Institute for Community Alliances (ICA) – St. Louis County's Homeless Management Information System (HMIS) provider to gather information related to application requirements if seeking to provide supplemental services.
- 3. Once the proposal is submitted to the HHPS, the following levels of review occur:
 - The PHHS HSP conducts an initial review of the proposal.
 - Potential providers not passing an "at face value" review of the proposal receive feedback regarding the proposal from the HHPS.
 - Proposals passing an "at face value" review from the HSP are forwarded to the HSP Advisory Committee, and possible regional stakeholders, for review and to determine if the proposal meets a community need.

- Potential providers not passing HSP Advisory Committee review are notified by the HHPS.
- Proposals supported by the HSP and HSP Advisory Committee are forwarded to PHHS Behavioral Health (BH) Division Leadership for final approval.
 - Potential providers not passing PHHS BH Division Leadership review are notified by the HHPS.
- 4. Potential providers whose proposals are supported at all levels of review are contacted by the HHPS to coordinate a PHHS/provider meeting to discuss details of the proposal and discuss the referral process.
 - The HHPS introduces potential providers to the Contract Services Representative (CSR) for assistance with the contracting process.
 - Providers are encouraged to send any/all proposed forms not included in the submitted proposal to the HHPS at least one week ahead of the meeting. The HHPS ensures all invited receive an electronic copy of the approval proposal and all attachments.
 - The following representatives from PHHS attend: the HHPS, the CSR, regional coordinated entry coordinator, regional triage team (social worker and financial worker), and supervisors (as identified). Providers are encouraged to bring business partners and staff to this meeting as well, though this is not required.
- 5. Providers are notified of any concerns or areas for further clarification by the HHPS following the provider meeting. All revisions are required to be addressed during the Application Phase. One or both parties (PHHS and/or the provider) may decide at the end of the provider meeting to no longer pursue a Housing Support Agreement.

PHASE 3: HOUSING SUPPORT AGREEMENT APPLICATION

If PHHS and the potential provider agree to move forward, the Housing Support Agreement Application must be completed to start the contracting process. Providers must:

- 1. Obtain appropriate insurance;
 - Ensure sufficient Liability and Workers Compensation Insurance is in place meeting at least the levels indicated in the St. Louis County Insurance Policy (*Appendix C*). Documentation proving Workers' Compensation Insurance coverage is required if the provider employs staff to assist in the provision of services.
- 2. Work with the CSR to determine if any licenses or registrations may be required for proposed setting/facility (i.e., DHS or Minnesota Department of Health [MDH]);

- Obtain a HMIS license through the <u>Institute of Community Alliances</u> (ICA) (LTH providers only);
 - Completion of an eight-hour online training is required.
 - A site license must be purchased for each user accessing HMIS, so it is best to identify the one person who will conduct the HMIS work for your program and have them do the training. Visit <u>http://hmismn.org/new-to-hmis/ for more</u> <u>information.</u> There is an annual cost per user.
 - All providers using HMIS will also need a <u>Provider Request Form</u> (PRF) form, which can be requested from ICA.
 - Providers must attach proof of HMIS training completion and evidence that the provider has an active license.
 - **Please note**: it can take several days to complete all paperwork and the online HMIS training, so please plan accordingly.
- 4. Complete two, required online trainings through DHS: Housing Support Orientation and Vulnerable Adult Mandated Reporting.
 - Providers must attach certificates of completion/email certifying attendance for both trainings.
- 5. Complete background checks through <u>NetStudy 2.0</u> on all providers, staff, volunteers, or anyone who has direct or unsupervised contact with Housing Support recipients and/or as defined in the Housing Support Agreement.
 - Receipts indicating submission of background check requests must be included with the Housing Support Agreement Application.
 - Clearance notices are required prior to approval of HS-SH housing unit.
- 6. Submit completed Housing Support Agreement Application document with required documents (see table on next page) to CSR and HHPS;
 - Both the CSR and HHPS ensure all required documents are completed accurately and completely.
- 7. Upon approval from HS-SH Program and CSR, sign Housing Support Agreement, Insurance/Indemnity Agreement, and Housing Support Provider Acknowledgment and Agreement of Policy & Procedures.

Required Documents for Housing Support Agreement			
Submit to HHPS	Completed with CSR		
Completed Housing Support Agreement Application	Housing Support Agreement		
List of residency restrictions that may result in eviction (may be in lease)	Insurance/Indemnity Agreement		
HMIS Training Verification (LTH only)	Housing Support Provider Acknowledgment and Agreement of Policies and Procedures		
HMIS Site License (LTH only)			
Certificates of Completion/Attendance for DHS Trainings			
Staff qualifications (if identified already)			
NetStudy 2.0 notice of background check			
submission for all staff/volunteers with direct	INTENTIONALLY LEFT BLANK		
or unsupervised contact and/or access to			
private data on file			
Evidence of Workers' Compensation			
Coverage (if applicable)			
Insurance Certificate			
Liability Insurance Certificate			
Required Documents for Each New Site			
Required for HS-SH Program	Completed with CSR		
Site Visit Form (congregate and site-based	Vendor Profile Form		
projects only - completed by SLC Staff)			
Rental license and/or zoning documentation	Revised Housing Support Agreement		
with most recent inspection (if applicable)			
Copy of current or proposed lease	INTENTIONALLY LEFT BLANK		
NetStudy 2.0 background check clearance			
notices of all relevant facility staff/volunteers			
Copy of submitted St. Louis County Premise			
Form			
Other documentation as requested			

PHASE 4: HOUSING & REFERRALS

Once all agreements are signed, the provider must be set up in the applicable payment systems before requesting referrals. Providers must:

1. Locate housing which matches the services/population to be served as noted in the approved proposal;

- Zoning documentation and/or rental licenses required by the municipality must be sent to the HHPS, as well as any inspection reports.
- PHHS HSP conducts a Site Visit (*Appendix B*) for congregate and site-based settings prior to setting up new sites in payment systems.
- 2. Contact <u>MN DHS Provider Enrollment</u> to become an Enrolled Provider. This needs to be in place in order to receive Housing Support Supplemental Services payments (SSR);
 - As of July 1, 2016, all SSR service providers are required to enroll with Minnesota Health Care Programs (MHCP). Enrollment is required so MHCP can issue providers a MN-ITS account so providers can bill for supplemental services in the future.
 - MHCP provides a Billing Lab for Housing Support supplemental service providers.
 We encourage these providers to attend a billing lab to learn:
 - How to navigate through the information on the website;
 - Who and where to call if there are questions;
 - The resources available to providers if they need assistance;
 - To understand and use all features of the MN–ITS account including:
 - Receiving authorization letters;
 - Receiving notifications and communications;
 - Submitting claims; and
 - Receiving a remittance advice
 - To understand and read the claim numbers and remittance advice The information about the in-person lab or webinar sessions are available on the <u>MHCP Enrolled Provider Training</u> page. Register for the Billing Lab for Housing Support Supplemental Service providers.
 - If you have any questions about your enrollment application or need assistance registering for a Billing Lab, please contact the Provider Call Center at 651-431-2700 or 800-366-5411.
- 3. Submit the St. Louis County Premise Form (*Appendix D*) to the recipients identified on the form, and provide a copy of the submitted document to the HS-SH Program. This notifies law enforcement officials of the nature of your facility.
- 4. Work with ICA to determine the appropriate project type for HMIS (LTH only).
- 5. Submit the proposed lease that will be used for all individuals living in the housing unit to the HHPS. For providers sub-leasing properties, provide a copy of the lease or the lease associated with the rented unit.

- 6. Complete the Residential Informational forms and submit to HHPS or CSR (included in Application).
- 7. Upon approval from HS-SH Program and CSR, a Vendor Profile Form is completed by the CSR and the provider set up in applicable Housing Support payment systems.

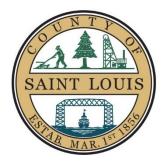
All referrals to LTH Supportive Housing Programs are required to come through the CES. Individuals placed in LTH Supportive Housing settings without first going through CES are not funded by PHHS. Non-LTH Supportive Housing Programs are not required to go through the CES and can receive referrals through many different sources. Providers and people eligible for Housing Support both have a variety of steps which must be completed through the referral process and after the person is housed. Additional steps regarding the referral process are outlined in *Section IV – Referral and Transfer Process*.

The HHPS conducts site visits and file audits regularly to ensure compliance with HS-SH Program standards and policies. The HHPS coordinates and/or forwards information regarding required trainings to providers to ensure receipt of tools needed to best serve participants. If providers do not comply with the Housing Support Agreement, including the quality control standards established through this Provider Manual, PHHS can terminate the contract upon two calendar months' notice.

CURRENT PROVIDER RENEWAL PROCESS

Housing Support Agreements are renewed annually on or before July 1 when rate changes may occur. PHHS contacts current providers in the spring with renewal requirements and specifies a deadline for receipt of all renewal documents. The HHPS verifies that the Housing Support provider is still in compliance with the terms of the Housing Support Agreement prior to an updated agreement being sent through an application submission and review process. Compliance measures imposed during the current contract cycle may impact PHHS' decision to award a new contract. At the time of renewal:

- Submit a new Housing Support Agreement Application for the upcoming contract year with all required attachments to the HHPS;
- Address any ongoing concerns or areas of non-compliance, as well as report on progress made on program improvement plans or corrective orders imposed during the current contract year.





SECTION IV: POLICIES AND PROCEDURES

stlouiscountymn.gov/housingsupport

POLICY DEVELOPMENT AND REVIEW

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support Program (HSP) provides a transparent policy development and review process for people participating in the HS-SH Program, providers, and community partners.

Authority: Minnesota Statute, Chapter 256I

Housing Support Agreement

Definitions:

<u>Advisory Committee</u> – a committee comprised of HSP stakeholders, including PHHS HSP staff, coordinated entry system (CES) coordinators, service providers, and individuals served by the HSP who provide advice on HSP-related issues and policies.

<u>Coordinated Entry System (CES)</u> – the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Provider</u> – an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

<u>State fiscal year</u> – the time period starting July 1 and ending June 30 the following year.

Procedures:

- 1. The PHHS HSP may add, delete, and amend policies at any time.
- 2. Suggestions for policy revision may be submitted to the Homeless and Housing Program Specialist (HHPS) at any time.
- 3. Annual revisions of the HS-SH Program are initiated by the HHPS during the third quarter of the state fiscal year.
 - A) Identified concerns, areas of clarification, and policy recommendations are presented by the HHPS to the Advisory Committee.
 - B) The Advisory Committee offers feedback to the HHPS. The HHPS must consider all feedback provided regarding the management of the HSP.
 - C) All policies and procedures receive final approval from the St. Louis County Attorney's Office and PHHS' Behavioral Health Division leadership.
- 4. Any new or amended policies are issued during the fourth quarter of the state fiscal year (April June) and effective on the first day of the next state fiscal year (July 1).

- A) The HHPS coordinates a meeting with service providers to ensure awareness of, and compliance with, new policies and procedures.
- B) Current service providers preparing renewal applications for the next state fiscal year are required to ensure applications, supporting documentation, and Housing Support services reflect any policy and procedure changes.
- C) PHHS HSP provides technical assistance to current and potential providers regarding policies and procedures.

INDIVIDUAL ELIGIBILITY AND PARTICIPATION

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support Program (HSP) outlines individual eligibility criteria for the Supportive Housing Program (HS-SH), as well as program participation requirements to access Housing Support funds.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Coordinated Entry System (CES)</u> - the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Landlord</u> – the individual or property management corporation who is responsible for the housing unit associated with Housing Support payments. In some cases, the landlord may also be the provider (see below).

<u>Long-term Homeless (LTH)</u> - Continuously homeless (lacking a fixed, adequate night time residence) for the last year or 4 times in the last 3 years. Any period of institutionalization or incarceration are excluded when determining the length of time the household has been homeless (Minnesota Housing Finance Agency definition).

<u>Provider</u> – an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

<u>Receipt</u> – a document provided by the CES coordinator confirming the referral was made from the CES priority list.

<u>Supportive Housing</u> – housing that is not time-limited and provides or coordinates services necessary for a resident to maintain housing stability (Minn. Stat. 256I.03, Subd. 15).

Procedures:

- 1. Individuals interested in the HS-SH Program must meet financial assistance and longterm homeless eligibility requirements to participate in the HS-SH Program.
 - A) General individual eligibility for Housing Support is determined by PHHS Economic Services & Supports (ESS) and is based on income, assets, and disability. Eligible individuals must:
 - 1) be an adult age 65 or older, or an adult age 18 or older with a certified disability or disabling condition that prevents work to the level of self-support.

- 2) meet a basis of eligibility for either General Assistance (GA) or Social Security Insurance (SSI).
- 3) countable income must be less than maximum benefit.
- 4) countable assets must be within the asset limit.
- 5) complete a Combined Application Form (CAF) for a cash program.
- 6) meet residency requirements to receive financial benefits.
- B) For the HS-LTH Program, additional eligibility requirements include:
 - 1) meet the Minnesota Housing Finance Agency's definition of long-term homeless.
 - a. Providers must complete the <u>Minnesota Housing Long Term</u> <u>Homeless Verification Form</u> with the individual to show proof of eligibility for the HS-LTH Program.
 - b. Minnesota Housing LTH Verification Forms not completed with a good faith effort are returned to the provider and may result in payment processing delays for individuals currently in Housing Support settings.
 - have evidence of a disability or disabling condition is established in a <u>Professional Statement of Need Form (DHS-7122)</u> or <u>Request for Medical</u> <u>Opinion (DHS-2114)</u>.
 - a. A qualified professional or county designee completes the <u>Professional Statement of Need (PSN) Form</u> to authorize payments for Housing Support supplemental services, and establish an existing disabling condition for a GA/Housing Support basis of eligibility. **PSNs are required for Supplemental Service Rate authorization.**
 - receive a VI-SPDAT assessment and become eligible for referrals by being placed on the St. Louis County Coordinated Entry System (CES) priority list as evidenced by a Coordinated Entry receipt and;
 - 4) have a signed <u>Habitability Inspection</u> (*Appendix E*) of the unit.
- 2. Once accepted into any HS-SH Program, participating individuals must also:
 - A) Sign a lease agreement with the landlord that outlines the responsibilities of the tenant and responsibilities of the landlord;

- B) Participate in the creation of a housing plan (see Section IV Minimum Supplemental Service Rate Standards); and
- C) Meet with the provider in person at least once a month for a housing unit inspection and/or housing plan meeting.
- 3. Individuals cannot be required by the housing provider to pass a criminal background check.
- 4. For individuals receiving Housing Support supplemental services, compliance with the housing plan is not required for obtaining or maintaining housing offered through the HS-SH Program.
- 5. Individuals accepted into a HS-SH program may request to transfer to another HS-SH program at any time (*see Referrals & Transfer Policy*).

PROVIDER REQUIREMENTS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH), utilizes "Housing First" and "Harm Reduction" philosophies when determining an individual's eligibility and program participation requirements to access Housing Support funds. The HS-SH provides expectations for providers to ensure quality programming which complies with state statute, county expectations, and avoids conflicts of interest.

Authority: Minnesota Statute, Chapter 256I

Minnesota Statute, Section 245A.02

Minnesota Statute, Section 245C

Housing Support Agreement

Definitions:

<u>Conflict of interest</u> – any situation which causes an individual or organization to experience a real or perceived struggle between diverging interests, points of view, or allegiances, or a situation in which a person is in a position of derive personal benefit from actions or decisions made in their official capacity

<u>Coordinated Entry System (CES)</u> - the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Direct contact</u> – providing face-to-face care, training, supervision, counseling, consultation, or medication assistance with individuals, or who have unsupervised access to individuals, their personal property, or their private data.

<u>Dual relationship</u> – a relationship where the professional (including but not limited to: manager, staff member, or volunteer) assumes a second role with a client, such as a friend, employer, business associate, or sexual partner.

<u>Harm Reduction</u> – a set of practical strategies and ideas aimed at reducing negative consequences associated with alcohol or drug use, such as safer use. Harm reduction strategies are individualized, designed to meet people where they are at, and work to minimize – not eliminate – the harmful effects of substance use on the individual and community in which they live.

<u>Housing First</u> – Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to requiring the individual to complete treatment goals as a condition of housing entry.

<u>Homeless Management Information System (HMIS)</u> – a local information technology system used to collect private data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards, which in St. Louis County is the Institute for Community Alliances (ICA).

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

<u>Receipt</u> – a document provided by the CES coordinator confirming the referral was made from the CES priority list.

Procedures:

- 1. Providers must meet the following minimum staffing qualifications:
 - A) All staff who have direct contact with individuals in the HS-SH Program and do not also operate under another license, must meet or exceed the following staff qualification requirements, and provide documentation to St. Louis County, when requested:
 - 1) Have skills and knowledge acquired through at least one of the following:
 - A course of study in a health or human services-related field leading to a bachelor of arts, bachelor of science, or associate's degree; or
 - b. One year experience with the target population served (can include being a member of the target population served); **or**
 - c. Experience as a Minnesota Department of Human Services
 certified peer specialist according to Minnesota Statutes section
 256B.0615; or
 - d. Meets requirements of unlicensed personnel under Minnesota Statutes sections 144A.43 to 144A.483
 - 2) Hold a current driver's license appropriate to the vehicle used if transporting recipients of Housing Support.
 - 3) Completion of vulnerable adult mandated reporter training as offered by DHS (required before requesting referrals).
 - 4) Completion of Housing Support Orientation training when offered by DHS (required before requesting referrals).

- Background checks are required for all service owners, controlling and managerial officials, and employees and volunteers who have direct or unsupervised contact with individuals and/or handle an individual's private data (see Minn. Stat. 245A.02 for definitions).
- 2. St. Louis County requires additional provider eligibility standards above the minimum qualifications set forth in statute, including but not limited to:
 - A) providing proof to the HS-SH Program that the room/board setting complies with any/all city, township, or municipality rental license and/or zoning requirements prior to receiving referrals.
 - B) providing proof to the HS-SH Program that the service provider maintains registered sites for all HS-SH projects with at least one active site user in the Homeless Management Information System (HMIS) prior to receiving referrals (LTH only).
 - C) the provider must have demonstrated knowledge of homeless outreach, housing navigation, and tenant education/advocacy.
 - D) completion of training, when offered, in the following content areas (may be achieved after contract executed):
 - 1) Required During First Housing Support Agreement (and for new staff):
 - a. Vulnerable Adult/Mandated Reporter Training (all staff);
 - b. Housing Support Orientation (all staff);
 - c. Data privacy (all staff);
 - d. Person-centered thinking (direct care);
 - e. Trauma-informed care (direct care);
 - f. De-escalation and/or crisis intervention (direct care);
 - g. mental health and/or substance use disorders (direct care); and
 - h. Other training topics as identified by PHHS, the Department of Human Services, or requested by providers.
 - 2) Required During Subsequent Housing Support Agreements (and for veteran staff):
 - a. Vulnerable Adult/Mandated Reporter Training (all staff)
 - b. Data Privacy (all staff)
 - c. Six hours of continuing education or training in at least two different content areas related to the provision of HS-SH services each contract year (direct care).

- E) commitment to excellence as demonstrated by willingness to actively participate in PHHS HSP's quality control program.
- 3. Providers receiving funds from the HS-SH Program must:
 - A) maintain all necessary licenses through the appropriate licensing authorities. If a provider has licensures issued through state boards for behavioral health services, the provider must be in good standing with the respective licensing board;
 - B) participate in the HMIS, including but not limited to, maintaining annual site license per site, completing all HMIS training requirements, and accurately entering data. Providers must supply the Homeless and Housing Program Specialist (HHPS) with monthly data reports for the previous month's program activity by the 15th of the following month (LTH only);
 - C) participate in, and receive referrals from, the St. Louis County Coordinated Entry System (CES) process and retain receipts of referral through the CES in individual files (LTH only);
 - pass an initial Site Visit (congregate and site-based projects only) (Appendix B) and ensure clean, safe, and healthy housing units (see Section IV – Safe and Healthy Housing);
 - E) ensure all paperwork required to be completed by the provider is done accurately and completely, while also avoiding an actual or perceived conflict of interest, including but not limited to the following prohibitions for providers serving in a dual role as a landlord:
 - 1) cannot complete PSN determinations as to an individual's disabling condition; and
 - cannot serve as an authorized representative for an individual's financial assistance case if the person supported is capable of managing their financial assistance case.
 - F) provide a list of residency requirements that include violations which could result in eviction (this may be included in the lease, or a separate set of house rules referenced in the lease);
 - G) maintain a signed lease agreement between the individual participating in the HS-SH Program and a landlord which outlines the responsibilities of the tenant and the responsibilities of the landlord;

- H) post the approved complaint resolution process in an area easily accessible to individuals participating in the HS-SH Program, and/or provide the complaint resolution process to the individual;
- I) participate in any/all complaint resolution with the HS-SH Program;
- J) check in with the individual at least monthly and document these meetings in case notes;
 - 1) providers must be available to address emergency issues on a twentyfour hour basis.
 - 2) providers are responsible for ensuring their contact information is posted in a shared location.
 - providers are responsible to ensure that clients have the means to contact them should needs arise between check-ins for issues requiring provider attention.
- K) create a housing plan with individuals receiving the supplemental service rate (SSR) addressing service requirements and maintain case notes related to supplemental service delivery (see Section IV – Minimum Supplemental Service Rate Standards);
- L) maintain a list of agencies through which non-LTH Supportive Housing Program participants are receiving service provision or coordination to maintain their housing stability;
- M) create and retain accurate, current, and complete documentation of interactions with individuals receiving services along with individual housing plans. All documentation needs to be kept on file in a manner of the provider's choosing and made available for St. Louis County staff review upon request;
- Provide individuals with a list of their rights regarding their care, program participation, and data privacy. This list must also be posted in a central location at all times (*Appendix I*);
- O) inform the Homeless and Housing Program Specialist (HHPS) of any adverse events involving HS-SH recipients, including recipient death or serious injury, within twenty-four hours of being notified of the event (may be via phone or email). Overdoses must be reported as a serious injury;
- P) report recipient move in, move out, and absence days as requested by St. Louis County, as well as providing a Discharge Notice (*Appendix F*) to PHHS Economic

Services & Supports Division within 72 hours of the individual vacating the premises;

- Q) if an overpayment is identified by the provider or St. Louis County, the overpayment must be paid back as requested by St. Louis County;
- R) immediately refer individuals to another HS-SH setting for continuity of care (or to the Coordinated Entry System [CES] to schedule a VI-SPDAT if no beds are available), and assist with transition planning (as requested by the individual) should the provider's Housing Support Agreement be terminated;
- S) comply with all provisions outlined in the Housing Support Agreement;
- comply with all policies, procedures, interim compliance announcements, as well as service and documentation standards as set forth within the HS-SH Program Provider Manual (see *Appendix C*). If a provider's noncompliance results in suspended Housing Support payments, providers must hold Housing Support recipients harmless;
- U) notify the Contract Services Representative and HHPS when indefinitely closing housing site or facility;
- V) approach individual participation from a person-centered, Harm Reduction, and Housing First perspective; and
 - 1) criminal background checks cannot be required for entrance into housing and/or the HS-SH.
 - 2) providers must develop HS-SH programs which are person-centered and with consideration given to PHHS' Priorities for HSPs (*Section II*).
 - 3) providers are prohibited from asking an individual in their care to assume a paid or unpaid property or program management role (includes bartering the individual's time/work/effort for anything with monetary value).
- W) notify the Contract Service Representative and HHPS within 24 hours of being served with eviction paperwork if the provider leases the building from a separate entity or if utilities will be shut off due to non-payment. If utility service is disrupted to the extent that Housing Support recipients' safety and welfare may be in jeopardy, notification must be made to PHHS with 24 hours of the disruption.
- develop a code of ethics/conduct for their HS-SH program which includes a statement strictly prohibiting dual relationships between staff/volunteers and Housing Support recipients.

- The code may be included in an employee manual for each location served by the HS-SH provider. All individuals employed by, or volunteering with, the HS-SH program must sign an acknowledgment of HS-SH program's code of ethics/conduct on an annual basis.
- 2) Exploitation occurring through dual relationships, including sexual relationships between staff/volunteers and Housing Support recipients, must be reported through the Minnesota Adult Abuse Reporting Center (MAARC).

REFERRAL AND TRANSFER PROCESS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) provides a process to guide referrals to move eligible individuals into housing of their choice.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Coordinated Entry System (CES)</u> - the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Housing navigator</u> – an individual who assists an individual with completion of paperwork from referral from the CES to securing housing.

<u>Provider</u> – an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

2-1-1 – an agency that provides for pre-screens and schedules appointments for VI-SPDATs to ensure a single point of entry into the CES, as well as providing information and referrals to callers

<u>VI-SPDAT</u> – Vulnerability Index-Service Prioritization Decision Assistance Tool, an assessment completed with a Coordinated Entry Assessment for individuals who are homeless or 14-days from becoming homeless in order to be placed on the CES priority list. VI-SPDATs may be scheduled/completed during periods of incarceration provided the individual is homeless or within 14 days of becoming homeless.

Procedures:

Non-LTH Supportive Housing Program

1. Individuals may be referred to non-Long-term Homeless (LTH) Supportive Housing Programs through a variety of referral mechanisms.

LTH Supportive Housing Program

- 1. Individuals who are experiencing homelessness, are LTH, or at risk of homelessness contact 2-1-1, the entry point for St. Louis County's Coordinated Entry System (CES).
 - A) Providers, housing navigators, and outreach specialists may also refer eligible individuals to 2-1-1.

- B) Individuals asking questions about Housing Support or types of facilities accepting Housing Support dollars may be to the PHHS regional triage social worker to complete a brief assessment of the individual's needs and risks.
- 2-1-1 completes a pre-screen for homelessness to determine if the individual needs a Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) to assess for housing and stability needs.
 - A) If the individual is determined to be homeless through the pre-screen process, 2-1-1 refers the client for a VI-SPDAT.
 - B) After the VI-SPDAT is completed, a score is generated which communicates the level of barriers the individual has when trying to access housing. Individuals considered most appropriate for the LTH Supportive Housing Program have VI-SPDAT scores between 12 and 8. Higher scores may be considered for scatteredsite programs.
 - C) If the individual consents, their intake information and VI-SPDAT score are placed on the CES priority list. Placement on the CES priority list is required for LTH Supportive Housing Program participants.
- 3. LTH Supportive Housing Program providers or housing navigators connecting HS-SH eligible individuals to housing may contact the regional CES coordinator to request referrals.
 - A) LTH Supportive Housing Program providers must use the formal process developed by the St. Louis County Continuum of Care Governance Board to request referrals.
 - B) If there are eligible individuals awaiting housing, the regional CES coordinator provides between one and three names for the provider to contact based on LTH Supportive Housing Program criteria and provider-identified preferences.
 - 1) The provider must contact the first person on the list. Providers must attempt contact three times over a period of 10 days. If after 10 days the first person declined housing or did not respond, the provider may move onto the next person on the list.
 - a. A person's nonresponse or decision to decline housing offered must be documented.
 - b. Providers are prohibited from "cherry picking" from the referral list provided.

- 2) If the individual and provider agree to enter into a housing agreement through the LTH Supportive Housing Program, the provider must notify the regional CES coordinator and obtain a Coordinated Entry Receipt.
 - The Coordinated Entry Receipt provides verification that the referral came through the CES as required. The receipt should include the individual's name, VI-SPDAT score, referral date, and provider name.
 - Providers are responsible for providing verification of the VI-SPDAT to PHHS' Economic Services & Supports Division (ESS) at the time of the individual's initial interview with the triage financial worker or upon request.

All Supportive Housing Programs

- Once an individual and HS-SH Program provider enter into a lease, the individual must complete a Combined Application Form (CAF) (see *Appendix J – New Participant Checklist*) and may be required to complete an interview with a PHHS financial worker.
 - A) A housing navigator may assist the individual with completing the CAF, if requested.
 - B) If there is no housing navigator involvement, providers receiving the supplemental service rate (SSR) must assist the individual with paperwork requirements.
 - C) PHHS has 30 days from the date the county receives a complete application (signed, dated, and all questions answered) to process cash benefits and Housing Support. Delays in providing required or requested verifications or documentation that cause the process to take more than 30 days results in the application's denial and the individual being required to re-start the application process.
- 2. Financial workers:
 - A) copy the individual's identification documents;
 - B) complete an interview with the individual based on the CAF, where SNAP and other assistance program eligibility is discussed;
 - C) review requirements for medical coverage, which is obtained through a separate application;

- D) discuss applications and agreements which must be signed if an individual is receiving general assistance (GA) but does not have other maintenance benefits (i.e., SSI, RSDI, VA, or unemployment); and
- E) discuss any verifications required to process the application.
- 3. Providers are required to obtain and/or complete the following documents for each new individual entering a housing unit. Copies must be submitted to the assigned Housing Support financial worker and maintained in the provider's recordkeeping system.
 - A) Habitability Inspection Form;
 - B) Authorization to Share Information (DHS-2992), as well as Authorization and Consent for Use and Release of Information with the PHHS HSP (SLC# 3333) (signed at the time of the interview with the financial worker);
 - C) <u>Professional Statement of Need (Form 7122)</u> or <u>Request for Medical Opinion</u> (DHS-2114);
 - D) <u>Long-Term Homelessness Verification Form</u> (MN Housing Finance Agency) (LTH only);
 - E) Authorization of Release of Information about Residence and Shelter Expense (DHS-2243A);
 - F) Coordinated Entry Receipt with VI-SPDAT score (LTH only);
 - G) Any additional verifications requested by financial workers; and
 - H) A record of the individual's service provider or coordinator (non-LTH Supportive Housing Program only).
- 4. When the CAF and Housing Support payments are processed:
 - A) General assistance (GA) is placed on an EBT card. Financial workers assist the individual in securing an EBT card (see *Contacts* above);
 - B) Housing Support is paid to the provider (see Section IV Housing Support Funds Management); and
 - C) the individual's financial case is moved to a general maintenance bank to receive ongoing service once the individual's initial eligibility is determined.
- 5. Housing Support funds cannot be processed unless the individual is already in the housing unit eligible for housing rate (Rate 1, room and board) payments. If an individual is found to be not eligible for Housing Support when the application is processed, the individual shall be held harmless by the provider.

- 6. ESS requires periodic reviews with the individual regarding their continued eligibility for Housing Support funding.
- 7. Providers are responsible for ensuring all paperwork required for financial assistance and Housing Support dollars are completed and current at all times, as well as notifying ESS:
 - A) within 10 days of an individual's residency changes.
 - B) of any/all changes related to an individual's financial assistance to prevent overpayment or underpayment of benefits; and
 - C) within 72 hours if an individual discharges from the provider's HS-SH Program.
- 8. If an individual has earned income and contributes toward the rent payment, providers must have a plan to collect this money. Individuals who also work are subject to income reporting requirements every six months, or any time income changes.
- 9. Once the individual is housed, the provider is responsible to ensure housing rate (room and board) and support services (supplemental services) are provided pursuant to the HS-SH Provider Manual.
- 10. Once original eligibility requirements are satisfied and an individual is accepted into a HS-SH Program, the individual may request to transfer to another HS-SH Program.
 - A) An individual is not required to provide a reason for seeking to transfer to another provider but must provide adequate notice as outlined in the lease agreement.
 - B) The existing service provider must assist with coordination of services to a new provider. The potential provider is not required to accept the transfer.
 - C) A release of information must be signed between providers during a transfer. The existing provider must send the potential provider a copy of the original CES receipt, LTH Verification Form, and PSN. The existing provider must also submit a Discharge Notice to PHHS Economic Services & Supports (see *Appendix F*), as well as reflect the transfer in HMIS.
 - D) The provider accepting the referral must complete a Shelter Form, a Habitability Inspection, complete the transfer in HMIS, and complete intake paperwork as would be required of any new admission.
 - E) Both providers must complete a case note documenting the referral process.

SAFE AND HEALTHY HOUSING

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) requires that individuals receiving Housing Support dollars reside in housing units which are physically safe, clean, dignified, and healthy.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Congregate</u> – a housing setting wherein more than one person resides in the housing unit and shares living space

<u>Providers</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

Scattered-site – a housing setting wherein only one household resides in the housing unit

<u>Site-based</u> – a housing setting wherein individually approved units are located within the same building (may also be referred to as project-based)

- 1. The Minnesota Department of Human Services establishes a "housing rate" (Rate 1) for room and board July 1 of each year. Room and board covers costs such as:
 - A) rent, utilities, household needs, and other costs to provide room and board.
 - B) in community settings, payments must only be paid for individuals who have a lease and the option to prepare their own meals;
 - C) a bed, clothing storage, linen, bedding, laundering, and laundry supplies or service;
 - D) housekeeping, including cleaning and lavatory supplies or service;
 - E) maintenance and operation of the building and grounds, including heat, water, garbage removal, electricity, telephone for the site, cooling, supplies, and parts and tools to repair and maintain equipment and facilities.
- 2. Providers complete a Habitability Inspection (*Appendix E*) for each new individual housed and retain a copy of both in the individual's record.

- 3. The housing rate cannot be used to pay for supplemental services, clothing, or medical costs.
- 4. The housing rate may be used to cover the cost of replacement keys.
- 5. Providers must be able to provide an accounting of housing rate services upon request to PHHS.
- 6. Providers must ensure that utilities are operational at all times and communal areas (external/internal) are clean and free from any potential health and safety hazards.
- 7. Providers operating a congregate site, where more than one person resides in the housing unit (i.e., house or apartment) with shared living space must provide a landline which all individuals served may access at any time.
- 8. Providers are responsible for snow removal and lawn maintenance. Individuals served may assist with these tasks on a voluntary basis, but it is not the individual's responsibility to ensure snow removal and lawn maintenance occur and any compensation for assisting is prohibited.
- 9. Providers must ensure that all items provided through the housing rate are free from disrepair, replaced prior to the item's failure, or for consumable items (i.e., toileting and laundry supplies), an adequate supply remains in the housing unit at all times. Individuals receiving Housing Support are not responsible for repairs to the housing unit but are responsible for notifying landlords of needed repairs.
- 10. Individuals in HS-SH settings are required to have a private bedroom within the housing unit. Couples may share rooms.
- 11. Providers are required to complete a monthly inspection of the housing unit with the person served.
 - A) Individuals are provided feedback as to the cleanliness of the unit and are expected to follow-up on feedback to ensure units are clean and safe.
 - B) Providers must provide education and assistance if the person is unsure of how to maintain the housing unit or if the person cannot reasonably address cleanliness concerns.
 - C) Providers must follow-up with landlords and/or property managers within 24 hours of the inspection to notify them of any repairs required that may result in safety concerns.
- 12. Providers must hold a housing unit temporarily unoccupied by a given HS-SH individual experiencing a crisis for eighteen (18) days consecutive days in one month's time (no

more than 60 days in one year) to allow for the individual to return to safe and stable housing.

- 13. Any complaints forwarded to the PHHS HS-SH Program from local cities/towns/municipalities regarding housing quality are reviewed by the Homeless and Housing Program Specialist (HHPS).
- 14. If an individual has a history of intravenous drug use, or uses injectable medications, providers must discuss harm reduction strategies such as clean needles, biohazard containers, and the provision of naloxone kits/training.
- 15. Providers operating congregate settings must create an emergency response plan for the physical site. The emergency response plan must be reviewed with all new residents upon intake and annually thereafter. It must also be posted in an area where all residents can view it at any time.

MINIMUM SUPPLEMENTAL SERVICE RATE (SSR) STANDARDS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) provides minimum service standards for those clients receiving the Supplemental Services Rate (SSR) in eligible programs and settings. All Long-term Homeless Supportive Housing Programs receive the SSR. Non-LTH Supportive Housing Programs may receive the SSR if given authorization to do so from PHHS.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Providers</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

- 1. The Department of Human Services requires that the Housing Support Supplemental Service Rate (SSR) includes the following minimum necessary services related to:
 - A) assistance with transportation;
 - B) arranging meetings and appointments;
 - C) arranging medical and social services;
 - D) medication reminders;
 - E) up to 24-hour supervision; and
 - F) provide, or refer individuals to, tenancy services or supports identified in the Professional Statement of Need.
- 2. PHHS requires that for individuals in the HS-SH Program, the following non-exhaustive list of services as well, outlined in a housing plan:
 - A) help to find and apply for housing;
 - B) tenant advocacy during landlord negotiation;
 - C) assist individual with understanding of their lease;
 - D) be available if problems arise with landlords, neighbors, etc.; and
 - E) help to ensure community integration.

- 3. Providers receiving the SSR are required to:
 - A) complete monthly, in-person, one-on-one check-ins with each individual receiving services where:
 - 1) the housing plan is reviewed and progress toward goals is discussed;
 - basic need fulfillment is discussed, including but not limited to, transportation, meeting/appointment arrangements, medical and/or social service needs, and if medication is taken as prescribed; and
 - 3) an inspection of the living area occurs to ensure the client is safe and the housing unit healthy.
 - B) complete and/or attempt bi-weekly check-ins via agreed upon communication methods. The monthly in-person check-in can count as one of the bi-weekly check-ins;
 - C) mediate concerns/issues/disagreements between individuals receiving services and themselves, and with their neighbors, if necessary;
 - ensure that clients have the means to contact providers should needs arise between check-ins for issues requiring provider attention. Providers must be available to address emergency issues on a twenty-four hour basis;
 - E) make appropriate referrals, with client consent, to county agencies and/or community providers to address issues that rise above the expertise of the provider managing the housing plan; and
 - F) develop and implement an approved transition plan with individuals who are leaving the housing unit where they are currently staying.
- 4. Individuals receiving the SSR are not required to comply with the housing plan in order to maintain housing.
- All providers offering supplemental services must maintain case notes with, at a minimum, date and description of services provided to individual recipients (see Section X Documentation Requirements and Standards).
- 6. Non-LTH Supportive Housing Program providers who assist individuals through the SSR before transitioning to a different service provider must maintain both case notes as required by the SSR, document the date of service change, and keep a record of the active service provider.

FOOD QUALITY AND PREPARATION

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) requires that individuals receiving Housing Support dollars receive access to nutritious food options that provide for the individual's well-being.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Providers</u> – an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

- 1. In community settings, Housing Support payments must only be paid for individuals who have a lease and the option to prepare their own meals.
 - A) Providers ensure clients have transportation to and from a grocery store or market to purchase nutritious food.
 - B) Individuals must be able to select foods of their choosing.
 - C) Individuals must be provided with cooking and eating utensils to prepare and consume meals.
 - D) If an individual no longer receives SNAP benefits, or experiences in a delay receiving SNAP benefits for any reason, a portion of the housing rate may be allocated to food purchases.
 - E) If an individual is disqualified from SNAP programming, the HS-SH provider must continue ensure the provision of three meals per day. The status of an individual's SNAP eligibility cannot be a determining factor when considering admission to a HS-SH program.
- 2. Providers are responsible for ensuring that a portion of the housing rate is spent each month on food for each individual if the individual does not receive SNAP benefits.
 - A) The amount required to be spent on food may or may not change each year on July. This amount is based on determinations from the <u>United States</u> <u>Department of Agriculture's Food and Nutrition Service.</u>
 - B) Providers may be required to provide documentation upon request from

PHHS and/or DHS to prove food purchases made through the housing rate satisfies SNAP requirements.

3. Providers must notify the individual of their ability to apply for SNAP benefits upon discharge and maintain documentation that verifies the individual received this notification.

HOUSING SUPPORT FUNDS MANAGEMENT

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) requires providers to responsibly manage, and report on, public dollars received through the Housing Support Program (HSP).

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

- 1. As the servicer of an eligible individual's case, PHHS pays Housing Support benefits. Payments may be paid in two ways:
 - A) **Pre-payments:** issued at the beginning of the month for individuals eligible for Housing Support.
 - B) Post-payments: issued at the end of the month for individuals eligible for Housing Support. Post-payments must be issued when an individual's placement in a Housing Support setting is expected to last 30 days or less.
- 2. Providers authorized to provide supplemental services per the Housing Support Agreement cannot use the supplemental service rate (SSR) to pay for anything listed in the housing rate.
- 3. Providers are prohibited from limiting or restricting the number of house a person is employed or excluding a person due to their employment status.
- 4. PHHS may conduct an audit of Housing Support funds at any time.
- 5. Providers must supply the PHHS Economic Services & Supports Division (ESS) with a Discharge Notice (*Appendix F*) within 72 hours of the individual vacating the provider's HS-SH Program.
- 6. If an overpayment is identified by the provider and/or PHHS ESS, the provider agrees to pay back the amount of the overpayment in terms negotiated by PHHS ESS.
- 7. If an overpayment is not satisfied, or billing practices appear questionable, PHHS forwards the case to DHS for investigation of fraud and/or the County Attorney for review.

RECORDS, DATA PRIVACY, AND CONFIDENTIALITY

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) requires providers and community partners to safeguard the private data of individuals served, as well as takes active measures to protect confidentiality.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Private data</u> – data on individuals that is not public but accessible to individual subjects of the data

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

Public data – data accessible by anyone

- 1. Providers are required to comply with all state and federal data privacy laws.
- 2. Providers must develop a data privacy/client confidentiality policy, as well as forms/processes to protect data privacy and manage releases of information.
- 3. Individuals must be provided with a copy of their data privacy rights at the time of admission into the provider's HS-SH program, and it must be reviewed with the individual.
- 4. Individuals must sign an acknowledgment that the data privacy policy and rights were received. The signed acknowledgment must remain in the provider's record keeping system.
- 5. All records regarding Housing Support recipients must be maintained for five years from the date of discharge or termination.
- 6. Any correction made to a Housing Support recipient record must be completed with a single strikethrough the error, the correction, initials of the person correcting the record, and the date of the correction.
- 7. HS-SH providers and their employees must complete data privacy training annually.

COMPLAINT RESOLUTION PROCESS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) establishes a complaint resolution process to ensure the timely resolution of issues between people served by HS-SH programs and providers.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Complaint</u> – a statement that a situation is unsatisfactory or unacceptable

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

<u>Resolution</u> – the action of solving a problem, dispute, or contentious matter

- 1. Individuals must receive information about the complaint resolution process from the provider upon intake into the HS-SH Program, as well as sign an acknowledgement of the complaint resolution process.
- 2. Providers who currently have a complaint resolution or grievance process may request to utilize it instead of, or in conjunction with, the process outlined in Procedures 3 6 below.
- 3. Individuals are encouraged to first bring complaints or areas of concern directly to the provider as soon as possible. Individuals may also report concerns to the PHHS Housing Support Program (HSP) via <u>online report form</u>, email, telephone, or in-person contact.
 - A) Providers must respond to, or otherwise follow-up on, the complaint or area of concern, within 72 hours. To follow up, providers:
 - 1) meet with the individual with the complaint;
 - 2) obtain more information regarding the complaint;
 - 3) discuss possible resolutions with the individual;
 - 4) agree on a plan for resolving same/similar complaints moving forward; and

- 5) issue a Complaint Resolution Report (*Appendix G*) to the individual, detailing the nature of the complaint, date it was received, date of meeting with the individual, and identified resolution.
 - a. The individual and provider must sign the written response. If the individual refuses to sign, the provider writes "refused to sign" on the appropriate signature line and initials/dates the line.
 - b. A copy of the complaint resolution must be retained in the provider's file keeping system.
- B) All complaints must have an action plan identified within ten business days from the date the complaint was received.
- 4. After a Complaint Resolution Report is issued for a specific concern, any subsequent complaints from an individual(s) in the identified HS-SH program must again bring the issue directly to the provider or as agreed upon in the previous Complaint Resolution Report.
 - A) If the individual(s) does not feel comfortable bringing the concern to the attention of the provider, they may notify the Homeless and Housing Program Specialist (HHPS). The HHPS:
 - may re-direct the individual back to the provider to resolve the issue at the lowest level and follow Procedure 3.A above.
 - may investigate the complaint and initiate a mediation session with the Provider and individual with the complaint following Procedure 3.A above.
 - B) The HHPS authors the Complaint Resolution Report. The individual, provider, and HHPS sign the report. Copies are issued to the provider and individual. The provider copy is retained in the provider's record keeping system.
 - C) The HHPS may implement a program improvement plan (see Section XI Compliance Actions) for lack of responsivity relating to complaints from people in their care.
- 5. Individuals with complaints or concerns about their tenancy rights may also contact their regional Legal Aid office for consultation.
- 6. Providers are prohibited from retaliating against a person served who reports a complaint internally or externally. Providers issuing a notice to vacate within enough proximity to the date of a Housing Support recipient's complaint that a reasonable person would consider it retaliatory may be subject to a compliance action (see Section *IV Compliance and Quality Assurance).*

NOTICE TO VACATE PROCESS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) establishes a notice to vacate policy for dual-role providers and outlines a process which aims to preserve both tenant and property management rights and prevent evictions.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Coordinated Entry System (CES)</u> - the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Dual-role Provider</u> - an entity that is both the lease holder/landlord/property manager and provides supplemental services

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

<u>Rental Period</u> – full rental period plus one day

Procedures:

- 1. All individuals receiving Housing Support funds are expected to fully comply with their lease and house rules (if applicable). Failure to comply with the lease and/or house rules may result in eviction.
- 2. Providers who are not also property managers/lease holders must assist in tenantlandlord mediation should a situation arise which may lead to an eviction.

DUAL-ROLE PROVIDERS ONLY

- 3. Immediate Notice to Vacate
 - A) Reasons for an immediate notice to vacate may include, but are not limited to:
 - 1) illegal substances are on the property and substantiated to be in the possession of a specific resident;
 - 2) physical altercation with another resident and/or staff;
 - 3) behavior which jeopardizes the safety of other residents.
 - B) The eviction process is:

- the individual is asked to leave the property immediately and should be provided with contact information for Legal Aid, as well as the Coordinated Entry System (CES);
- 2) law enforcement is called as needed to assist to maintain safety of the individual, other residents, and the premises;
- 3) the provider pursues an emergency or expedited eviction through the courts as needed. Every effort shall be made to avoid a court eviction, but the individual must vacate.

4. <u>14-Day Notice to Vacate</u>

- A) Reasons for a 14-day notice to vacate include, but are not limited to:
 - 1) non-payment of rent, which may include:
 - a. the individual's portion of the rent (after Housing Supports is applied); and/or
 - b. the Housing Support payment from St. Louis County due to recipient/resident non-compliance.
 - 2) repeated lease violations (not listed in Procedure 3.A);
 - repeated violation of house rules (if separate from the lease and as noted in Procedure 3.A)
 - 4) repeated late rent payments;
 - 5) failure to comply with Housing Support reporting requirements and rules for St. Louis County may result in a 14-day notice.
- B) The eviction process is:
 - the individual receives a written notice of the violations and notice to vacate the premises in 14 days;
 - 2) the individual is notified of the right to acquire legal representation regarding the notice to vacate;
 - 3) the individual is given the opportunity to have a meeting to discuss the violations and remedies. The meeting must be requested in writing to the house manager within seven (7) days of notice, including weekends and holidays;
 - 4) the individual's ability to remedy the violation(s) within 14 days shall result in continued residency;

- 5) the individual's inability to remedy the violations within 14 days, but ability to show good faith effort may be granted an extension for compliance at the discretion of the dual-role provider;
- 6) failure to remedy the lease violations results in a court action eviction.

5. <u>Rental Period Notice to Vacate</u>

- A) Reasons for a rental period notice to vacate includes minor lease violations (not listed above).
- B) The eviction process is:
 - the individual receives a written notice of the violations and notice to vacate the premises within a rental period;
 - 2) the individual is notified of the right to acquire legal representation regarding the notice to vacate;
 - 3) the individual is given the opportunity to have a meeting to discuss the violations and remedies. The meeting must be requested in writing to the house manager within seven (7) days of notice, including weekends and holidays;
 - 4) the individual's ability to remedy the violation within the rental period shall result in continued residency;
 - 5) the individual's inability to remedy the violations within the rental period, but ability to show good faith effort may be granted an extension for compliance at the discretion of the dual-role provider;
 - 6) failure to remedy the lease violations results in a court action eviction.

HOUSING SITE EXPANSIONS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) establishes a policy regarding housing site expansions for providers and dual-role providers.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Congregate</u> – a housing setting wherein more than one person resides in the housing unit and shares living space

<u>Coordinated Entry System (CES)</u> - the system for all households throughout St. Louis County experiencing homelessness or risk of homelessness to access housing.

<u>Dual-role Provider</u> - an entity that is both the lease holder/property manager and provides supplemental services

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). The provider is also the entity that provides supplemental services, if applicable.

Scattered-site – a housing setting wherein only one household resides in the housing unit

<u>Site-based</u> – a housing setting wherein individually approved units are located within the same building (may also be referred to as project-based)

- 1. Providers operating a scattered-site housing model using market rate units may add additional locations as the need and/or demand for additional units without submitting a new proposal to the PHHS Housing Support Program for review.
- 2. Providers operating a congregate housing or site-based model must submit a new proposal (see *Section III*) for consideration by the PHHS HSP if they wish to open a new congregate setting or wish to expand into offering scattered-site housing options.
 - A) Providers are prohibited from submitting a proposal to add facilities or expand congregate and/or site-based sites for six months after the date that the most recently approved facility first starts receiving referrals, or no more than two, site expansions within twelve months

B) Each proposal submitted must include a description of how the provider will expand sites while continuing to satisfy standards set forth in the HS-SH Program Provider Manual.





SECTION X:

DOCUMENTATION REQUIREMENTS

DOCUMENTATION STANDARDS

St. Louis County Public Health and Human Services' (PHHS) Housing Support Program (HSP) requires that providers keep accurate, current, and complete documentation for not only the facility attributed to a specific vendor profile form, but also for each individual who resides at the facility. During site visits and audits, PHHS may request to review:

Provider – Per Approved Location
Rental License and/or Zoning Permit (if applicable)
Most Recent Municipality Inspection (if applicable)
Site Visit Form (if applicable)
Active HMIS User Agreement (LTH only)
St. Louis County Premise Form
Lease and Residency Requirements Resulting in Eviction (may be within lease or house rules)
Templates of Forms Used (i.e., intake forms, housing plans, case notes)
Data Practices Policy
Housing Support Provider Acknowledgement of Policy and Procedures
Tenant Complaint Forms (if received from municipality)
List of All Individuals Served for Quarter with Move In, Move Out, and Absence Dates
List of All Staff and Volunteers with Direct or Unsupervised Contact and NetStudy 2.0
background check clearances (or submission for new staff)
List of All Staff and Volunteers who Transport Clients and Verification of Driver's Licenses
Workers Compensation Coverage and Active Insurance Verification
Corrective Orders and/or Program Improvement Plans
Site Visit Forms and File Audit Forms
Training Record
Code of Conduct/Ethics for Program with Signed Acknowledgement by all Employees and

Code of Conduct/Ethics for Program with Signed Acknowledgement by all Employees and Volunteers

Emergency Response Plan for Site (congregate sites only)

Person Served File – Required for Each HS-LTH Program Participant (Rate 1 and/or Rate 2)

Habitability Inspection

Professional Statement of Need or Request for Medical Opinion (if Rate 2 or SSR facility)

Signed Program Agreement (if applicable)

Coordinated Entry Receipt (LTH only)

Long-Term Homeless Verification Form (LTH only)

Signed Lease

Signed Acknowledgement of Tenant and Privacy Rights

Acknowledgement of Complaint Resolution Process

Authorization for Release of Information

Contacts Log (i.e., referrals, etc.) (last 12 months)

Housing Plans (if Rate 2 or SSR facility) (last 12 months of plans)

Case Notes (describing services provided and dates) (last 12 months of case notes)

Complaint Resolution Reports

Adverse Events Involving the Client

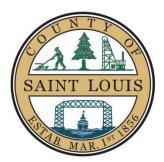
Discharge Notice

Identified Agency Providing/Coordinating Services to Maintain Housing Stability (non-LTH only)

HOUSING PLAN AND CASE NOTES STANDARDS

For providers offering supplemental services, housing plans and case notes are required. The standards are noted below:

Housing Plan	Case Notes
Should include housing-related goals or tasks	Clearly state the date of the meeting/service,
which include identifying goals for housing	whether it was attempted or completed, who
stability (cooking, cleaning, etc.), advocating	was present at the meeting/service, what
for the individual during landlord negotiation,	services were provided and/or what was
helping the individual understand lease	discussed. Must connect to the Housing Plan
terms, availability when issues arise,	and/or Professional Statement of Need
assistance with community integration,	tenancy support areas.
helping find other types of housing should	
the individual desire another setting	
Housing cannot be contingent based on	Bi-weekly check-ins required (via
compliance with the Housing Plan	communication means agreed upon with the
	resident)
Clients are not required to actively work the	One monthly face-to-face visit required, at a
plan, but providers must actively attempt a	minimum to inspect housing unit and review
housing plan meeting monthly	Housing Plan
Plan must be updated every six months or	Case notes are required for any individual in
whenever there is a chance in the client's	HS-SH setting receiving the supplemental
circumstance	service rate, but considered best practice for
	any service provided or interaction with
	individuals receiving Housing Support funds





SECTION XI:

COMPLIANCE AND QUALITY ASSURANCE

PROVIDER REVIEW PROCESS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) seeks to grow and develop providers to establish quality programs to serve individuals. A systematic provider review process ensures minimum standards for quality assurance are satisfied or exceeded.

Authority: Minnesota Statute, Chapter 2561

Housing Support Agreement

Definitions:

<u>Corrective order</u> – may be issued for first-time or minor violations of Provider Manual/PHHS expectations or Housing Support Agreement (see *Appendix K*)

<u>Program improvement plan</u> - issued and implemented when a service provider is found to have accrued more than one corrective order within three months' time or is found to have egregiously violated HS – SH policy or procedure (see *Appendix L*)

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). Provider is also the entity that provides supplemental services, if applicable.

- 1. During the first six months from the date of the initial Housing Support Agreement, providers must:
 - A) Complete all HS-SH Program training required;
 - B) Comply with monthly site visits and/or file audits (see *Section XI Site Visits and File Audits*) which consistently demonstrate:
 - 1) complete provider documentation;
 - 2) complete participant documentation;
 - 3) safe, clean, and healthy housing units;
 - 4) following state and county standards, policies, and procedures as set forth in the Provider Manual;
 - 5) timely response to documentation requests from HS-SH Program, which is considered, at a maximum, fifteen business days;

- accurate and complete accounting practices, as well as no outstanding or unresolved issues with PHHS' Economics Services & Supports Division (ESS).
- C) Existing providers with a new expansion must comply with site visits every other month for six months.
- D) New providers may only receive corrective orders during the first six-month monitoring period (see *Section XI Compliance Actions*).
- E) At the conclusion of the six-month monitoring period, the Homeless and Housing Program Specialist (HHPS), in consultation with PHHS Behavioral Health Division leadership, notifies the provider as to whether they can continue to provide services or if two calendar months' written notice to terminate the Housing Support Agreement is necessary (see Section XI – Compliance Actions).
- 2. During the last six months from the date of the initial Housing Support Agreement:
 - A) providers must complete any remaining HS-SH training;
 - B) the HHPS completes quarterly site visits and file audits as described in Procedure 1.B above.
 - C) providers may receive corrective orders and/or program improvement plans (see *Section XI Compliance Actions*).
 - D) depending upon when the initial Housing Support Agreement is signed,
 Procedures 1 and 2 may extend into a subsequent contract year.
 - E) at the conclusion of the remaining six-month monitoring period, the HHPS, in consultation with PHHS Behavioral Health Division leadership, notifies the provider as to whether they can continue to provide services or if two calendar months' written notice to terminate the Housing Support Agreement is necessary (see Section XI – Compliance Actions).
- 3. Following the initial twelve-month monitoring period, providers are required to comply with the following:
 - A) providers must complete ongoing training requirements and/or training hours.
 - B) the HHPS completes at least bi-annual site visits and file audits as described in Procedure 1.B above.
 - C) where necessary, the HHPS may initiate a compliance action against a provider to remedy policy/procedure violations (see *Section XI Compliance Actions*).

SITE VISITS AND FILE AUDITS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) completes site visits and file audits to ensure that people served by programs are safe, healthy, and adequately housed, as well as verify that programs are operating according to the Provider Manual and any applicable laws.

Authority: Minnesota Statute, chapter 2561

Housing Support Agreement

Definitions:

<u>File audit</u> – an event wherein a representative of a PHHS' HS-SH Program reviews documentation to ensure compliance with policy and procedure

<u>Site visit</u> – an event wherein a representative of PHHS' HS-SH Program completes an inspection of the physical premises, and may interview individuals residing at the premises, to ensure compliance with policy and procedure

- 1. The Homeless and Housing Program Specialist (HHPS) or designee conducts site visits to housing units and/or provider offices to ensure compliance with all requirements set forth in the Provider Manual.
- 2. Site visits may be scheduled in advance or occur randomly. The HHPS or designee must be allowed entrance into the housing unit.
- The HHPS or designee conducts a review of the housing unit, along with a review of PHHS' expectations for the housing unit, during site visits. The Site Visit Form (*Appendix B*) must be retained in the provider's record keeping system for the contract year.
- 4. The HHPS may request to see provider and participant files at any time to ensure all required documentation is accounted for and completed accurately. Requests may be broad or targeted, and providers will be given a reasonable amount of notice prior to a file audit to assure preparation of the documents.
 - A) A File Audit Form (*Appendix H*) is used to ensure compliance with documentation standards. Copies of File Audit Forms must be retained in the provider file for the contract year.
- 5. Areas of concern identified by the HHPS or designee during the course of the site visit or file audit may be addressed through compliance actions reflective of the severity of the concern (see *Section XI Compliance Actions*).

COMPLIANCE ACTIONS

Purpose: St. Louis County Public Health and Human Services' (PHHS) Housing Support – Supportive Housing Program (HS-SH) issues compliance actions when HS-SH Programs are found in violation of policies, processes, or procedures within the Provider Manual in an effort to assist the HS-SH Program to quickly address identified concerns and continue providing services.

Authority: Minnesota Statute, chapter 2561

Housing Support Agreement

Definitions:

<u>Adverse events</u> – an event involving an individual receiving Housing Support dollars that includes serious injury and/or death. Overdoses are considered serious injuries.

<u>Corrective order</u> – may be issued for first-time or minor violations of Provider Manual/PHHS expectations or Housing Support Agreement (see *Appendix K*)

<u>Investigation</u> – a formal review of a provider upon receipt of a report or complaint alleging that the safety, health, and well-being of residents is compromised, or if evidence suggests the provider consistently violates policy and procedure

<u>Overpayments</u> – overpayment returns for Housing Support dollars may be used as a compliance measure when it is determined that a provider has been found to be out of compliance, or is currently out of compliance, with the Housing Support Agreement (state-specific requirements)

<u>Program improvement plan</u> – issued and implemented when a service provider is found to have accrued more than one corrective order within three months' time or is found to have egregiously violated HS – SH policy and procedure or the Housing Support Agreement (see *Appendix L*)

<u>Provider</u> - an entity that receives the Housing Support payment and is responsible for collecting the participants' obligation toward their Housing Support amount when applicable and making sure the Housing Support funding is paid toward its intended purposes (i.e., rent, utilities, and services). Provider is also the entity that provides supplemental services, if applicable.

Termination – ending services through the Housing Support Agreement

Procedures:

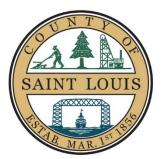
1. The Homeless and Housing Program Specialist (HHPS), in consultation with PHHS Behavioral Health Division leadership, may issue a compliance action as a result of a site visit, file audit, or investigation. Compliance actions include corrective orders and program improvement plans (see *Appendices K* and *L*, respectively, for templates).

- A) Providers receiving a corrective orders must respond to the action in writing within 10 business days.
 - 1) Corrective orders may contain more than one area requiring remedy or response.
- B) Providers failing to respond to the corrective order or remedy areas of concern within the stated amount of time:
 - if in violation of the Provider Manual/PHHS expectations, and within the first six months of the initial Housing Support Agreement, receives two calendar months' notice of PHHS' intent to terminate the Housing Support Agreement.
 - 2) if in violation of the Provider Manual/PHHS expectations, may be placed on a program improvement plan (PIP).
 - 3) if in violation of the Housing Support Agreement, may be referred to the Minnesota Department of Human Services for breach of contract.
- C) All corrective orders must be retained in the provider's record keeping system.
- 2. Providers receiving a PIP must comply with the plan for a timeframe, not to exceed three months.
 - A) PIPs may also be implemented on an area of concern if receiving multiple corrective orders during the contract period.
 - B) Providers failing to comply or cooperate with the PIP:
 - if in violation of the Provider Manual/PHHS expectations, receives two calendar months' notice of PHHS' intent to terminate the Housing Support Agreement.
 - 2) if in violation of the Housing Support Agreement, may be referred to the Minnesota Department of Human Services for breach of contract.
 - C) All PIPs must be retained in the provider's record keeping system.
 - D) PIPs may be extended an additional three months at the discretion of PHHS, so long as it does not extend beyond the contract year in which the PIP was issued.
- 3. Providers must report adverse events as follows:
 - A) Any reports of alleged maltreatment of vulnerable adults must be reported to the Minnesota Adult Abuse Reporting Center immediately.

- B) Providers must document any adverse events (on or off-site) and notify the HHPS of any adverse events and/or reports of alleged maltreatment within twenty-four hours.
 - 1) Any report of an adverse event may result in a site visit from the HHPS or designee, depending upon what other agencies are investigating the event.
 - 2) The HHPS may review adverse events or reports of alleged maltreatment screened out by the PHHS Adult Protection Team.
 - 3) Failing to appropriately report an adverse event results in a corrective order.
- C) Providers must maintain documentation regarding adverse events reported during the contract year in the provider's record keeping system.
- 4. Notwithstanding termination determinations as noted above, PHHS or the provider may elect to terminate the Housing Support Agreement by providing the other party with two calendar months' written notice, with or without cause, to terminate services.
 - A) Providers seeking to terminate the Housing Support Agreement must provide written notification to the Contract Services Representative (CSR) and HHPS.
 Alternatively, the CSR provides written notification to the provider if PHHS elects to terminate the Housing Support Agreement.
 - B) Providers may elect to indefinitely close a housing site without terminating an active Housing Support Agreement by:
 - 1) providing two calendar months' written notification to the Contract Services Representative (CSR) and HHPS;
 - 2) following Procedure 4.C to ensure appropriate transfer into another housing option of the HS-SH recipient's choosing.
 - C) Providers are responsible for ensuring people currently residing in their programs receive at a minimum (unless otherwise requested by the person):
 - referral to the Coordinated Entry System (CES) to complete a VI-SPDAT and ensure the person's placement on the CES priority list if there are no beds available for a lateral transfer into another HS-LTH setting acceptable to the individual served (see *Referral and Transfer Policy*);
 - 2) an updated housing plan for the individual to take with him/her upon discharge, including information about SNAP eligibility, agencies to assist

with basic needs or housing crises, and other maintenance benefits requirements and case management.

- D) Providers terminating the Housing Support Agreement with less than two calendar months' notice to PHHS are prohibited from entering into another Housing Support Agreement for one full fiscal year and must follow the process for new providers (see Section III New Provider Application Process).
- 5. Overpayments may be requested if the provider violates Housing Support Agreement or if in violation of Section IV Housing Support Funds Management.
- 6. If the Housing Support Agreement is terminated for any reason, the provider must give written notice to the Housing Support recipient. The written notice must be posted at a congregate setting in a shared living space or for scattered-sites, hand-delivered to the individual.





SECTION XII: APPENDICES

stlouiscountymn.gov/housingsupport



NEW PROVIDER APPLICATION CHECKLIST

PHASE 1: PRE-PROPOSAL		
	Schedule meeting with Homeless and Housing Program Specialist (HHPS)	Discuss proposed program and learn more about PHHS' Housing Support Program
	Review entire HS-SH Provider Manual	Strongly encouraged prior to preparation of proposal in order to ensure facility/program design complies with HS-SH Policy
	Notify HHPS of intent to move forward in application process	Potential providers will be introduced to Contract Services Representative (CSR) for assistance with the contracting process. Other application assistance related to programmatic and policy/procedure issues is provided by HHPS.

PHASE 2: PROPOSAL & REVIEW			
	Contact Minnesota Health Care	Potential providers will need to enroll with MHCP	
	Programs (MHCP) Provider Enrollment	during the Housing Support Agreement Application process. (if seeking supplemental service rate)	
		ICA is the St. Louis County's Homeless Management	
	Contact the Institute for Community Alliance (ICA) (LTH Supportive	Information System (HMIS). Potential providers will	
	Housing Programs only)	need to be enrolled in HMIS as a part of the Housing	
		Support Agreement Application	
		he HHPS for St. Louis County Public Health	
	and Human services Housing S	upport Program's consideration	
	At a minimum, proposals should include:		
(The proposed business model relation	ted to facility and services;	
(A description of the proposed locat 	ion of services;	
(A description of the target population 	on and number of people you propose to serve;	
(List of private landlords willing to work with your program (if scattered site); 		
(• Your motivation for serving this population, including how you determined the need for		
	the population you seek to serve;		
(Describe your knowledge of homeless outreach, housing navigation, and tenant 		
	education/advocacy;		
(An explanation of the kinds of services you propose to offer, how this connects to 		
		am, and how you identified these services;	

APPENDIX A





- How you propose to integrate Person-Centered, Housing First, Harm Reduction, and Trauma-Informed Care models into your program in order to serve individuals with high barriers and high needs;
- A description of how minimum standards set forth in the Supportive Housing Program Provider Manual will be addressed;
- A description of how you plan to fulfill Homeless Management Information System (HMIS) requirements (LTH Supportive Housing only);
- A sustainability plan addressing how dual-role providers will remain financially stable during periods of time when the facility is not fully occupied;
- A description of the process to be followed upon an individuals' violation of program rules;
- Information about your and/or other staff members' background and qualifications to provide these services, as well as a list of all business partners (silent or otherwise); and
- Anything else you think would be helpful for reviewers to know when considering your proposal.

Once a proposal is received, the following levels of review occur:

- 1. PHHS HSP conducts a "face value" review
- 2. HSP Advisory Committee review and determine if proposal meets a community need
- 3. PHHS Behavioral Health Division leadership reviews for final approval

Potential providers will be notified by the HHPS if their proposal does not pass a certain level of review or if revisions are being requested before further review.

Only proposals that pass all levels of review are asked to continue the application process

 All proposed forms should be sent to HHPS at least one week prior to the scheduled meeting Representatives from PHHS that attend: HSP staff, the CSR, regional coordinated entry coordinator, regional triage team, and supervisors. Providers are encouraged to bring business 		-	
partners and staff to the meeting as well	Meet with PHHS staff	-	least one week prior to the scheduled meeting Representatives from PHHS that attend: HSP staff, the CSR, regional coordinated entry coordinator, regional triage team, and supervisors.

One or both parties (PHHS and/or Provider) may decide at the end of the meeting to no longer pursue a Housing Support Agreement. If both parties agree to move forward, the formal application process begins.



PHASE 3: HOUSING SUPPORT AGREEMENT APPLICATION			
** All areas of concern or further clarification needed brought up during the Proposal & Review Phase MUST BE ADDRESSED during this application phase.			
HMIS SITE LICENSE		Obtain a HMIS site license through ICA	Completion of an eight-hour training is required Note: A site license must be purchased for provider. All providers serving LTH individuals are required to participate in HMIS.
HMIS		Obtain a Provider Request Form (PRF) from ICA	For new agencies and agencies with new projects using HMIS. A new form is completed for each funding source.
	Pleas	se note: It can take several weeks	to complete all paperwork for ICA.
REQUIRED TRAININGS		Housing Support Orientation Training	Certificates of completion/Email certifying attendance for both trainings must be attached to application
REQ TRA	Vulnerable Adult for both trainings must be Image: State of the stat		
		General Liability Insurance	
SING		Business Automobile Liability Insurance	Ensure sufficient Insurances are in place meeting at
LICEN		Professional Liability Insurance	least the levels indicated in the "St. Louis County Insurance Policies"
INSURANCE & LICENSING REQUIREMENTS		Workers' Compensation Certificate of Compliance (if applicable)	
DogWork with CSR to determine if any other licenses of registrations may be required forThese licenses may Human Services or		determine if any other licenses of registrations	These licenses may be required by MN Department of Human Services or Minnesota Department of Health
PROVIDER/STAFF/ VOLUNTEERS		Submit Background Checks for Providers/Staff/Volunteers	Background checks are required for anyone who has direct contact with or unsupervised access to Housing Support Program recipients or has access to their personal property or private data. Receipts indicating submission of background check requests through NetStudy 2.0 must be included with the Housing Support Agreement Application.
PROV VOI		Collect copies of Driver's Licenses for transporting personnel	Attestation that all staff that transport Housing Support Program recipients have a valid driver's license on file is required in the Housing Support Agreement Application and may ask to be verified in site visits.

APPENDIX A



	Submit the Housing Support Agreement Application and all required documents to HHPS		
REQU	JIRED DOCUMENTS CHECKLIST		
	Housing Support Agreement application form with all required sections completed		
	List of residency restrictions that may result in eviction (if not included in lease)		
	HMIS Training Verification and Site License		
	Certificates of completion/attendance for DHS trainings (2)		
	NetStudy 2.0 notice of background check submission for all staff/volunteers with direct or		
	unsupervised contact or access to private data		
	Evidence of workers' compensation coverage (if applicable)		
	Insurance certificate		
	Liability insurance certificate		
	ONCE THE HOUSING SUPPORT AGREEMENT APPLICATION HAS BEEN REVIEWED TO ENSURE		
1	DOCUMENTS HAVE BEEN COMPLETED ACCURATELY AND COMPLETELY, A HOUSING SUPPORT		
AGR	AGREEMENT AND INDEMNITY AND PROVIDER MANUAL COMPLIANCE AGREEMENT WILL BE SENT TO		
	THE PROVIDER TO BE SIGNED AND RETURNED TO THE CSR.		

PHASE 4: HOUSING AND REFERRALS			
		Locate suitable housing unit	Housing must match the services/population to be served
(D		Obtain rental licenses and/or zoning documentation required by the municipality (if applicable)	Must be sent to the HHPS along with the most recent inspection report(s)
HOUSING		Schedule Initial Site Visit	(Congregate and Site-based Only) A copy of the Site Review form completed by SLC staff must be included with other housing application forms and submitted to CSR and HHPS
		Complete and submit Premise Form	Notifies law enforcement officials of the nature of your facility. Copy of submitted form must be attached to application
		Prepare a Lease agreement or obtain a	If the potential provider will also be acting as the landlord, a copy of the lease to be used with individuals in the program is required to be attached to the application. If there is a lease



	copy of the lease to be used	between the Housing Support recipient and a private landlord, the Housing Support provider must maintain a copy of lease in their recordkeeping system.
	Become an Enrolled Provider with MHCP	All Supplemental Service Rate (SSR) providers are required to enroll with MHCP as a part of the Housing Support Agreement Application and is needed in order to bill for SSR.
	Attend a Billing Lab for Housing Support Supplemental Service Providers	Information about sessions are available on the MHCP enrolled provider training page. For questions about the MHCP enrollment application or Billing Lab registration assistance, contact the Provider Call Center #651-431-2700 or 800-366- 5411
	Complete Background Checks for Providers/Staff/Volunteers	A background check clearance form is required for all providers and staff of the housing unit.
	•	R, a Vendor Profile form will be completed by ant Housing Support payment systems.

	Document Vendor Number	The CSR will relay this information to the provider once they are set up to receive payments
REFERRALS	Request referrals for individuals eligible for HS-SH services from the Coordinated Entry System (CES) (LTH Supportive Housing Programs only).	Contact the regional CES Coordinator to request the referrals for each open bed available. Individuals placed into HS-SH settings without going through CES are not funded by PHHS
R	Contact individuals referred and assist with completion of steps required during the referral process and once the individual is housed.	Further information on the steps in the referral process can be found in the Provider Manual Section IV-Referral Process



BUBLIC HEALTH & HUMAN SERVICES ST. LOUIS COUNTY, MN

<u>SITE VISIT</u>

PHHS conducts initial (congregate and site-based projects only), random, and scheduled site visits of housing units in the Housing Supports Program to ensure that housing units are safe, healthy, clean, and habitable.

· · · · · · · · · · · · · · · · · · ·	
Date of Site Visit:	
Provider Name:	
Address/Location:	
Name of Reviewer:	
Scheduled/Random:	

Overall facility

- The facility has clean floors and walls with no visible damage
- □ Plumbing fixtures are fully functioning
- □ Cleaning products and tools are provided, including shovels for snow
- □ Fans or other cooling methods are available for hot periods (over 80°F inside) in summer
- □ Plan for facility/site maintenance (snow shoveling, lawn mowing)
- □ Garbage service provided
- □ Functioning smoke detectors are in each bedroom and in shared living spaces, including the kitchen and at least one on each floor
- □ Adequate lighting is available for each room
- □ Fire extinguishers are present and up-to-date (not expired)
- □ Windows and doors are not blocked, allowing for emergency exit

Bedrooms

- □ The number of bedrooms matches the capacity indicated in the approved proposal
- Each bedroom has a door that locks to which only the facility owner and the individual have a key
- Each bed is on a bedframe and has sheets, a blanket and at least one pillow

APPENDIX B





 Each bedroom will have private storage for individuals – either closet(s) with appropriate shelving or dressers

Bathrooms

- □ Toilet paper is available
- □ Hand soap is available
- □ Towels and wash cloths are available

<u>Kitchen</u>

- □ There is easy access for individuals to stove, microwave and coffee maker
- □ Refrigerator with a freezer is provided
- □ Table and chairs are provided for eating either in kitchen or other common area <u>Kitchen Supplies that must be available</u>:
 - o Sets of plates, bowls, cups, coffee cups and silverware
 - o Pots, pans, mixing bowls and other food preparation necessities
 - Dishwashing liquid and tools including drying rack or another way to dry dishes
 - o Kitchen towels
 - Paper towels or napkins
 - o Refrigerator/microwavable food storage containers provider for each individual

Living Area

□ There is adequate seating for individuals in shared living area

<u>Other</u>

- There is access to either functioning washing machine/dryer or other laundry services
 a. Specify laundry services:
- There is a house telephone in a common space that is available to all residents who should not have to go outside or enter into another residents' private space to use it
- □ Emergency response/evacuation plan posted in accessible manner (Congregate only)
- □ Participant Rights Form posted in accessible manner (Congregate Only)



Concerns Expressed by Residents (if any)

OVERALL ASSESSMENT

	Housing unit meets standards set forth by PHHS and DHS. No additional
	improvement needed.
	Life safety concerns identified and must be remedied within 72 hours prior to
	official compliance action issuance (see below).
	Housing unit meets standards set forth by PHHS and DHS. However, minor areas
	of improvement are noted and must be remedied within 10 days prior to official
	compliance action issuance (see below).
	Housing unit does not meets the standards set forth by PHHS and DHS.
	Compliance action to be issued.
Noted A	Areas for Improvement:

PHHS Staff (Printed Name): _____

PHHS Staff (Signature): _____

ST. LOUIS COUNTY HOUSING SUPPORT PROVIDER INDEMNITY AND PROVIDER MANUAL COMPLIANCE AGREEMENT

THIS AGREEMENT by and between the ST. LOUIS COUNTY BOARD OF COMMISSIONERS, 320 West Second Street, Duluth, Minnesota 55802 (hereinafter referred to as "County"), and the HOUSING SUPPORT PROVIDER (hereinafter referred to as "Provider") listed below.

WHEREAS, the County and Provider are entering into a Housing Support Agreement ("HS Agreement") simultaneously herewith; and

WHEREAS, in exchange for the County's execution of the HS Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider agrees to the following:

1. Name and address under which the Provider does business:

Name:

Address:

2. **Indemnity**. Provider shall defend, indemnify, and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Provider, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement or the HS Agreement, and against all loss by reason of the failure of Provider to perform fully, in any respect, all obligations under this Agreement and the HS Agreement.

3. Liability Insurance and Workers Compensation.

a. **Insurance**. Provider agrees to obtain and maintain liability insurance throughout the term of the HS Agreement. St. Louis County shall be listed as additional insured on the policy. A current certificate of insurance shall be filed with the County prior to commencement of this Agreement. If for any reason, Provider cancels, modifies, or is terminated from insurance, Provider must in writing notify the County within 5 business days and make a good faith effort to obtain or replace the insurance. The minimum liability insurance levels to be maintained by Provider are:

General Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 each occurrence for claims.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors and contractual liability and environmental liability.

Business Automobile Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims. \$1,500,000 each occurrence. Must cover owned, non-owned and hired vehicles.

b. **Worker's Compensation**. Provider must also maintain Worker's Compensation insurance per Minnesota statutory requirements.

The above insurance must be maintained for the duration of this contract. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

4. **Provider Manual Compliance** Housing Support Supportive Housing Provider acknowledges reviewing and understanding of the content, policies, procedures, requirements, and expectations entailed in the Supportive Housing Program Provider Manual. Provider confirms receipt of a copy of said Provider Manual and agrees to abide by all policies and procedures defined therein. Provider agrees that failure to comply with any and all policies and procedures may result in compliance actions, up to and including termination of the Housing Support Agreement.

5. This Indemnity and Provider Manual Compliance Agreement is incorporated into the Housing Support Agreement executed by the parties hereto. The County reserves the right to immediately rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.

IN WITNESS WHEREOF, Board and Provider agree that this Agreement is effective on July 1, 2020 through June 30, 2021.

PROVIDER

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

	[Provider Signatory 1] [Signatory Title]	Linnea Mirsch, Director Public Health and Human Services
Date:		Date:
		Approved as to form and execution:
	[Provider Signatory 2] [Signatory Title]	Benjamin Stromberg Assistant County Attorney
Date:		Date:

APPENDIX D



St. Louis County Premise Form

Officer:_____ Pin #:

Business Name:				
Location/Address:	Suite #:			
Business Information:				
Business Phone: Business Ema	il:			
Building Owner Information: Name:	Same as above: Phone:			
Manager Information: (if applicable)				
Company Name:	Phone:			
Alarm Information:				
Is property protected by an alarm? Yes No If yes, list alarm company:				
Contact Name:	Phone:			
Key Holder Information: (Names and phone number of cu have keys to the property and/or access codes to an alarm it				
1.	Phone:			
2.	Phone:			
3.	Phone:			
4.	Phone:			
Notes:				
December of the Only				
Department Use Only Email to: City of Duluth – Nick Lepak (<u>nlepak@duluthmn.gov</u>) St. Louis County – Wade Rasch (<u>RaschT@stlouiscountymn.gov</u>)				



Habitability Inspection Form Group Residential Housing – Supportive Housing Setting

APPLICANT NAME:	MAXIS CASE NUMBER:	DATE OF BIRTH:
COUNTY:	FINANCIAL WORKER:	PHONE/FAX:
ADDRESS OF HOUSING UNIT:	1	
PROPERTY OWNER NAME:	PROPERTY OWNER ADDRESS:	8

Group Residential Housing (GRH) supportive housing settings must have an approved habitability inspection. The habitability inspection will determine whether the housing occupied by the GRH recipients meets the Department of Human Services' habitability standards.

Inspector:

- Check "Approved" or "Deficient" for each standard on the back of this form, and describe any
 deficiencies in comments section at the bottom of the page.
- · Complete the certification statement below.
- · Assist GRH applicant as needed in submitting this form to the financial worker listed above.
- · Give a copy of this completed form to the GRH applicant.

Certification Statement:

I certify that I have evaluated the property located at the address above, and to the best of my ability find:

Property meets all of the habitability standards. Unit is approved for GRH funding.

Property does not meet all of the habitability standards. Unit is not approved for GRH funding.

INSPECTOR NAME:	INSPECTOR'S AGENCY:	PHONE NUMBER:
DATE OF INSPECTION:	TYPE OF INSPECTION:	Initial 🔲 Re-inspection
INSPECTOR SIGNATURE:		0 11

Will unit be re-inspected? Yes No

Plans and timelines to improve conditions:

Planned re-inspection date:

When this form is completed, please get it to the financial worker listed above. GRH benefits cannot be approved until this form is received.

Habitability Inspection Standards

Approved Deficient Standard		
		 Structure and materials: The building appears structurally sound, appears to protect the residents from the elements and does not appear to pose any threat to the health and safety of the residents.
121		 Space and security: Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		 Interior air quality: Each room or space has a natural or mechanical means of ventilation. The interior air appears to be free of pollutants.
		 Water Supply: The water supply appears to be clean and safe. All plumbing fixtures and drains appear to be in proper operating condition.
		 Sanitary Facilities: Residents have access to sufficient sanitary facilities that appear to be in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		 Thermal environment: The housing has any necessary heating facilities which appear to be in proper operating condition.
 Illumination and electricity: The structure has adeq artificial illumination to permit normal indoor activ health and safety. There are sufficient electrical sou 		 Illumination and electricity: The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		 Food preparation: All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		 Sanitary condition: The housing is maintained and appears to be in sanitary condition.
		 10. Fire safety: a. There is a second means of exiting the building in the event of fire or other emergency. b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, hallways, stairwells, and other common areas.

Comments (Locations and details of deficiencies):



APPENDIX F

DISCHARGE NOTICE

This form must be completed in its entirety and submitted to the St. Louis County Economic Services & Supports Division (ESS) *within 72 hours* of an individual vacating the provider's HS-SH Program.

Organization/Program Name:

Organization/Program Director:

Vendor Number:

Facility address:	
Name:	
Street:	
City, Zip:	

Name and Contact Information of Discharged Individual:

Name	
Address	
City, State, Zip	
Phone	
E-mail	
Discharge Date	
Location Type	
(if known)	

Authorized Representative:

**If you are the Authorized Representative for this individual and you do not want to be any longer, contact ESS immediately. **

Submit this form:	Please direct any financial questions to:	
Via protected email network:		
PHHS-TriageTeam@stlouiscountymn.gov	FNW Bank – 218-726-2538	

Please note: If an individual is not reported as discharged and payments are issued, this will constitute an overpayment which will be required to be paid back by the provider. If individuals continue to discharge from the program without proper report and payments not stopped in a timely manner, PHHS may forward the case to DHS for investigation of fraud.

COMPLAINT RESOLUTION REPORT

Providers must respond to or otherwise follow-up on complaints or areas of concern within <u>72 hours</u> Complaints **must have an action plan** <u>within ten business days</u> from the date the complaint was received.

This form is to be completed accordance with the Housing			dual bringing forth	the complaint in
Complainant:	Organization	n/Program Name:	Facility addres	s:
Date complaint reported:	1	Date of meeting	; with complainant	:
Description of complaint or	area of concern:			
Possible resolutions discuss	ed:			
Plan for resolution of compl	aint/similar com	plaints moving forward	l:	
		- -		
Provider Name (Printed):		Complainant Na	me (Printed):	
Provider Signature	Date	 Complainant	Signature	 Date

SLC Staff Signature

SLC Staff Author Name (if applicable)



FILE AUDIT

Reviewer:	Program:	Participant File Initials (if reviewed):	Review Date:
Available for Review? (Yes/No/NA)	Provider Documentation	Date(s)	Comments
	Rental License and/or Zoning Permit (if applicable)		
	Initial Site Visit (congregate/site-based only)		
	Most Recent Municipality Inspection (congregate or site-based only, if available)		
	Data Practices Policy (not provided by the		
	county, must be created by agency/program in accordance with applicable data privacy laws)		
	HMIS User Agreement (this will come from ICA)		
	Tenant Complaint Forms (if received from licensing municipality)		
	Participant Rosters (quarterly, with move in, move out, and absence dates)		
	Staff and their Qualifications		
	Staff and Volunteer Rosters with Verification of Completed Background Checks.		
	Staff and Volunteer Rosters with Verification of Driver's License		
	Workers Compensation Coverage and Insurance Verification		
	Corrective Orders and/or Program Improvement Plans		



APPENDIX H

FILE AUDIT

	Site Visit Forms		
	File Audit Forms		
	Training Record		
	St. Louis County Premise Form		
	Code of Conduct/Ethics with Current Employee		
	and Volunteer Acknowledgments		
	Emergency Response Plan for Site (Congregate)		
Available for Review? (Yes/No/NA)	Participant Eligibility Documentation	Date(s)	Comments
	Habitability Inspection		
	Professional Statement of Need or Request for		
	Medical Opinion Form (most recent)		
	Coordinated Entry Receipt (LTH Supportive		
	Housing only)		
	Long-Term Homeless Verification Form (LTH		
	Supportive Housing only)		
Available for Review? (Yes/No/NA)	Additional Participant Documentation	Date(s)	Comments
	Signed Lease (should clearly outline residency		
	requirements resulting in eviction)		
	Signed Acknowledgment(s) of Participant and		
	Privacy Rights (each program or agency uses		
	their own form; these are not county issued		
	forms)		
	Signed Acknowledgment of Complaint		
	Resolution Process (each program or agency		
	uses their own form; these are not county		
	issued forms)		



APPENDIX H

FILE AUDIT

	Releases of Information (each program or agency uses their own form; these are not county issued forms)		
Available for Review? (Yes/No/NA)	Participant Services Documentation	Date(s)	Comments
	Contact Logs (may also be in case notes; should clearly demonstrate any referrals or contacts made to external agencies for, or on behalf of, a participant)		
	Housing Plans (if receiving supplemental service rate; should have an updated plan every 6 months)		
	Case Notes (if receiving supplemental service rate; must include date and description of services provided)		
	Adverse Events (if applicable, should include date/time/nature of incident and demonstrate actions the provider took to report it)		
	Complaint Resolution Reports (this is a county issued form)		
	Record of Current Support Service Provider (non-LTH Supportive Housing Programs only) Discharge Notice (county-issued form)		





APPENDIX I

PARTICIPANT RIGHTS

While participating in the PHHS Supportive Housing Program, all individuals receiving services have the right to:

- be treated with dignity and respect at all times
- be free from bullying, harassment, discrimination, and violence in all of its forms
- know the contact information of those responsible for your care
- know the services you should be provided and to ask questions about those services
- terminate your housing with adequate notice
- privacy and confidentiality, and to determine who can receive information about you and how that information is shared
- contact law enforcement if you believe you are the victim of a crime or in the case of an emergency
- make complaints or voice concerns about your care without fear of losing your housing

The contact information for the landlord and/or property manager is:

BUSINESS NAME:	
CONTACT NAME:	
BUSINESS ADDRESS:	
TELEPHONE:	

The contact information for my service provider is:

BUSINESS NAME:	
CONTACT NAME:	
BUSINESS ADDRESS:	
TELEPHONE:	





Complaint Resolution Process

- First level: Discuss your concerns directly with the landlord and/or provider. Take notes!
- **Second level:** Report concerns to the Homeless and Housing Program Specialist if you have already tried to resolve the concern with the provider.
- You should receive a Complaint Resolution Report from the provider following the complaint resolution process.

PHHS Housing Support Program

• Jensina Rosen, Housing and Homeless Program Specialist: 218-733-2846

Tenant Advocacy Organizations:

- Tenant Landlord Connection at One Roof Housing: 218-727-5372; 12 E. 4th St., Duluth
- Indian Legal Services: 218-727-2881, 102 W. 1st St., Duluth
- Legal Aid Duluth: 855-204-1697; 302 Ordean Building, 424 W. Superior St., Duluth
- Legal Aid Iron Range: 800-886-3270; Olcott Plaza, Ste. 200, Virginia

Other Advocacy Organizations:

- City of Duluth Human Right's Office: 218-730-5291
- Office of the Ombudsman for Mental Health and Developmental Disabilities: 877-766-5481



NEW PROGRAM PARTICIPANT CHECKLIST

Who is responsible/provides assistance?		Document Needed	Process
		Combined Application Form (CAF)- DHS-5223	 Program participant meets with financial worker in the County office for interview in the Government Services Center Select SNAP and cash
Triage Financial		Interim Assistance Agreements - DHS-1795/1795A	 Completed and signed prior to the end of the processing period
Worker		Signed Personal Statement about Assets- DHS-6054	 Completed and signed prior to the end of the processing period
		Authorization to Release Information- DHS-2243A	 Completed and signed prior to the end of the processing period
		Proof of application for Social Security	 Completed by program participant turned into County within 30 days of eligibility determination
Qualified County Worker/Respondent		Professional Statement of Need or Request for Medical Opinion	 Interview to complete PSN is done and must be signed by a qualified worker; PSN is required for supplemental service rate (SSR) authorization Qualified County Workers: South Triage Social Worker or North Triage Social Worker
Provider		Coordinated Entry Receipt (LTH Supportive Housing Programs only)	 VI-SPDAT completed by assessor prior to individual being placed on CES priority list Providers must obtain receipt from the regional CES coordinator indicating program participant name, VI-SPDAT score, and referral date sent by Coordinated Entry System (CES) Coordinator
		Habitability Inspection Form	 Completed by Provider and maintained in the participant's file for each address
		Shelter Form- DHS- 2952	- Completed by Landlord
Landlord/Tenant		MHFA LTH Verification form (Proof of Long-Term Homelessness) (LTH Supportive Housing Programs only)	 Signed by the Housing Support recipient and by a professional completing the form
		Copy of lease signed by both Landlord and Tenant	- Completed by Landlord and Tenant
Triage Phone Number North: 218-471-7391 Triage Phone Number South: 218-733-2717			

CORRECTIVE ORDER

	LTH Supportive Housing	Supportive Housing	Board and Lodge
	Assisted Living/Customized Liv	/ingAc	dult Foster Care
PROVIDER NAME AND ADD	RESS:		
COMPLIANCE OFFICIAL:	PHONE:		
DATE OF ORDER:			
BASIS FOR CORRECTIVE ORD	DER:		

PROVIDER DIRECTIONS: Please submit in writing notice of how these violations have been corrected and the date the corrections were made within 10 business days. Sign and date this form and return to this compliance official **no later than** ______. Your signature certifies that all corrections listed below have been made. Failing to comply with the corrective order may result in the implementation of a program improvement plan (PIP) pursuant to the St. Louis County Supportive Housing Program Provider Manual, Compliance Actions Policy.

Citation/Rule	Violation	Deadline for Correction	Date Corrected	How Corrected

COMPLIANCE OFFICIAL SIGNATURE:	DATE ISSUED:
PROVIDER SIGNATURE:	DATE RETURNED:



PROGRAM IMPROVEMENT PLAN

LTH Supportive Housing	Supportive Housing	Board and Lodge
Assisted Living/Customized	LivingAd	ult Foster Care

PROVIDER NAME AND ADDRESS:

COMPLIANCE OFFICIAL: PHONE:

DATE OF PLAN:

BASIS FOR PLAN IMPLEMENTATION:

PROVIDER DIRECTIONS:

Correction Number	Remedy Requirement
1.	
2.	
3.	

REVIEW MEETING DATE:

COMPLIANCE OFFICIAL SIGNATURE:	DATE ISSUED:
PROVIDER SIGNATURE:	DATE RECEIVED: