

HENNEPIN COUNTY

MINNESOTA

Dear Provider:

Please read through this document carefully as you are responsible for understanding changes to the Housing Support Program and for following the renewal process outlined below:

- You received an email May 22nd that outlined the changes to the Housing Support Program. Please be sure you have reviewed and understand those changes.
- You received an email early June with your organization's vendor profiles. You were to review those carefully and reply to us with any changes needed. No response was required if the information contained in your vendor profiles was accurate.
- This is the final step of the renewal process. Please electronically sign the 2023-2024 Housing Support Agreement and Hennepin County Provider Requirements as the document instructs. If you encounter difficulty with the electronic process, please contact HS.Housing.GRH@Hennepin.us for assistance. Once signed, you will receive an electronic copy of the executed agreement by email.

Please contact your Hennepin County Program Lead with any questions or concerns you may have. Thank you for your continued support of Hennepin County residents.





SFY 2024 Housing Support Agreement - Community Settings

Housing Support is an income supplement to help people with low-income and disabilities pay for their housing expenses. Requirements for Housing Support are in Minnesota Statutes, chapter 256I.

AGENCY (COUNTY, TRIBE, OR MULTICOUNTY COLLABORATIVE) INFORMATION	
AGENCY (COUNTY, TRIBE, OR MULTICOUNTY COLLABORATIVE)	
CONTACT PERSON	PHONE NUMBER
EMAIL	
VENDOR BUSINESS INFORMATION	
BUSINESS NAME	
BUSINESS ADDRESS	
CONTACT PERSON	PHONE NUMBER
EMAIL	

General Agreement Conditions

- a. This agreement applies to all Housing Support settings for which a completed Housing Support Vendor Profile, incorporated here by reference, has been completed and attached to this agreement. This agreement is effective on July 1, 2023, or upon the date that the required signatures are obtained, whichever occurs later, and will remain in effect through June 30, 2024.
- b. The agreement is subject to Minnesota Statutes, chapter 256I.
- c. The Minnesota Department of Human Services (“the Department”) has the authority to supervise and monitor the administration of Housing Support activities. This includes, but is not limited to, assuring timely and accurate distribution of benefits, completeness of service, and quality program management.
- d. The county, tribe, or multicounty collaborative (the “Agency”) named in this agreement may develop a quality control program or other monitoring program to review vendor performance. This includes, but is not limited to, ensuring the detection, prevention, investigation, and resolution of fraudulent activities or behavior by applicants, recipients, vendors, or other participants in the Housing Support program. The Agency may require and examine supporting documentation, and conduct site visits to the Housing Support setting named in the Vendor Profile to ensure quality and compliance.
- e. The agreement and vendor profile form(s) are non-transferable. The vendor must notify the agency and Housing Support recipients prior to a change in ownership.
- f. A monthly administration fee of up to five percent of a Housing Support recipient’s total Housing Support benefit may be claimed for accounting and general operations purposes.
- g. The agreement may be terminated with or without cause by the Department, the Agency, or the vendor with two calendar months prior written notice to the other party(ies).

- h. The Department has the right to suspend or terminate this agreement immediately when the health or welfare of the housing or service recipients is endangered, or the vendor breaches a non-curable material term of the agreement.
- i. If the Department learns of a curable material breach of the agreement by the vendor, the Department will provide written notice of the breach and allow ten days to cure the breach. If the breach is not cured within the time allowed, the Department may immediately terminate the agreement. If a cure to the breach is not possible, the Department may immediately terminate the agreement.

Provider Standards

- j. Minimum Staff Qualifications
 - i. When Housing Support staff operate under a license issued by the Minnesota Department of Health or the Minnesota Department of Human Services, the minimum staff qualification requirements shall be the qualifications listed under the related licensing standards.
 - ii. All staff who have direct contact* with individuals in Supportive Housing (Long-term Homeless and General), Tribe-Certified Housing, or the Metro Demo, and do not also operate under an additional license, must meet or exceed the following minimum staff qualification requirements, and provide documentation to the Agency when requested:
 - 1. Have skills and knowledge acquired through **at least one** of the following:
 - a. 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;
 - b. one year of experience with the target population served;
 - c. experience as a certified peer specialist according to Minnesota Statutes, section 256B.0615; or
 - d. meet the requirements for 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 (or child maltreatment mandated reporter training where applicable).
 - 4. Completion of orientation training when offered by the Department.
- k. Background Study Requirements
 - i. The following individuals are subject to background studies according to Minnesota Statutes, section 245C:
 - 1. Controlling individuals as defined in section 245A.02; and
 - 2. Managerial officials as defined in section 245A.02; and
 - 3. All employees and volunteers of the establishment who have direct contact* with Housing Support recipients, or have unsupervised access to Housing Support recipients, their personal property, or their private data.
 - l. A Housing Support recipient cannot provide direct contact* services to other Housing Support recipients.

*Direct contact means providing face-to-face care, training, supervision, counseling, consultation, or medication assistance to recipients of Housing Support.

Room and Board Standards

- m. The vendor must demonstrate due diligence to ensure that Housing Support recipients have at a minimum:
 - i. food preparation and service for three nutritional meals a day on site;
 - ii. a bed, clothing storage, linen, bedding, laundering, and laundry supplies or service;
 - iii. housekeeping, including cleaning and lavatory** supplies or service; and
 - iv. 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.

- n. The vendor is required to uphold the quality standards of the license for their setting, including storage and handling of medications, according to related licensure or registration from the Minnesota Department of Health, the Minnesota Department of Human Services, or tribal government.
- o. Vendors must report recipient move in, absence days, and discharge dates to the Agency.

**Lavatory supplies means essentials for hygiene found in public restrooms, including hand soap, hand or paper towels, toilet paper, and menstrual hygiene products.

Supplemental Service Standards

- p. If authorized by the Agency, the vendor shall provide supplemental services to eligible Housing Support recipients including, but not limited to, oversight and up to 24-hour supervision, medication reminders, assistance with transportation, arranging for meetings and appointments, and arranging for medical and social services.
- q. In addition, vendors must ensure that recipients have, at a minimum, assistance with services needed according to their Professional Statement of Need.
- r. Additional service requirements may apply if the provider is authorized in Minnesota Statutes, sections 256I.04 or 256I.05 to receive a special Housing Support supplemental service rate due to serving a special needs population or providing specialized services.
- s. All vendors providing supplemental services must maintain case notes with date and description of services provided to individual recipients.
- t. Vendor billing staff, along with managers and owners, are required to complete the Minnesota Health Care Programs Supplemental Service Rate Provider Billing Training within six months of enrollment or employment start.

Payment Standards

- u. Room and Board
 - i. The maximum Housing Support room and board rate is \$1,135 per month for State Fiscal Year 2024.
 - 1. For participants in the Metro demonstration project, room and board rates reflect HUD Fair Market Rent amounts and are adjusted annually, according to Minnesota Statute, section 256I.04, subdivision 4.
 - 2. For General Supportive Housing and Long-term Homeless Supportive Housing, the maximum monthly room and board is \$1,185 for State Fiscal Year 2024.
 - ii. Room and board payments cannot be used to pay for foster care for children who are not blind, child welfare services, medical care, dental care, hospitalization, nursing care, drugs or medical supplies, program costs, or other social services.
 - iii. In community settings, Housing Support payments must only be paid for individuals who have a lease and the option to prepare their own meals.
 - iv. In the event of an overpayment, the vendor shall return funds according to terms of notification by the Agency or the Department.
- v. Supplemental Services
 - i. The maximum Housing Support supplemental service payment is \$482.84 per month, unless authorized by Minnesota Statute, chapter 256I, to be higher.
 - ii. The vendor must not use supplemental service payments to pay for housing, utilities, household supplies, or other things related to room or board.
 - iii. If authorized to provide supplemental services by the Agency, the vendor must enroll as a Minnesota Health Care Provider (MHCP) in order to bill and receive payment.
 - iv. Vendors are not eligible for supplemental service payments if concurrently receiving funding for a recipient under, or if funding is available through, a home-and-community-based waiver or personal care assistance under Minnesota Statute, section 256B.0659.

- v. Supplemental service rates will be reduced by 50% for individuals determined eligible for Medical Assistance Housing Stabilization Services in Long-term Homeless Supportive Housing, General Supportive Housing, and Metro Demo settings.
- vi. In the event of an overpayment, the vendor shall return funds to the Agency.
- w. Negotiated Rate
 - i. The Agency may at any time negotiate a lower Housing Support rate if in accordance with Minnesota Statute, chapter 256I.

Other Requirements

- x. Vendors must inform the Agency of adverse events involving Housing Support recipients, including recipient death or serious injury.
- y. Vendors of Long-term Homeless Supportive Housing must participate in the Homeless Management Information System (HMIS), including the requirement to enroll and maintain person-level data.
- z. Vendors are prohibited from limiting or restricting the number of hours an applicant or recipient is employed.
- aa. Some individuals have a basis of eligibility for up to three months of Housing Support after leaving residential mental health or substance use disorder treatment. Vendors must help these individuals apply for ongoing Housing Support if needed after this transition period.

Required Disclosures

- bb. The vendor must submit the following information to the Agency prior to approval of this agreement and upon request:
 - i. Proof of current registration from state, or authorization from tribe.
[Note: All Supportive Housing settings are exempt from this requirement. Individuals who live in these settings will instead submit a habitability inspection report when they apply for Housing Support.]
 - ii. A list of residency requirements that could result in eviction.

Signatures / Dates

By signing this agreement, the vendor representative confirms that the vendor has read and meets all standards and requirements for Housing Support.

SIGNATURE OF VENDOR REPRESENTATIVE	NAME OF VENDOR REPRESENTATIVE (PLEASE PRINT)	DATE
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By signing this agreement, the agency representative confirms they have authorization to enter into and sign contracts on behalf of the agency.

SIGNATURE OF AGENCY REPRESENTATIVE	NAME OF AGENCY REPRESENTATIVE (PLEASE PRINT)	DATE
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HENNEPIN COUNTY

MINNESOTA

Business Name

Business Address

Contact Person

Email

Housing Support Capacity LTH :

HWS-I :

Demo :

Banked Beds: :

- Provider shall not assign, transfer, or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it. Provider acknowledges that only the County-Housing Support Program may assign or transfer this Agreement under terms and conditions established by the County.
- Providers working with the Long-Term Homeless program will fully participate in Hennepin County's Coordinated Entry System (CES), including requesting Housing Support referrals from CES and participating in the Homeless Management Information System (HMIS). Provider will sign and comply with the local HMIS provider agreement and the CES Participation Agreement.
- Provider will comply with all Fidelity Standards set forth by Hennepin County and once they are developed in conjunction with provider partners. Providers may request a copy of these standards at any time, in writing.
- A Provider may not exceed the number of service rate slots indicated on their Housing Support Agreement. A provider may not add any new clients to the housing only Housing Support rate. When existing clients leave the housing only rate, they may not be replaced with another client.
- Provider agrees to 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, and against all loss by reason of the failure of Provider to perform fully, in any respect, all obligations under this Agreement.
- The Provider must produce any information requested by Hennepin County to verify compliance with State or County requirements. The County may make unannounced site visits to assure that requirements are being met.
- The County may at any time set a lower Housing Support rate in accordance with Minnesota Statute 256I.05 Subd. 1(a) (3). Housing Support agreements can be terminated without cause, in writing, by either the County or the Provider with two calendar months prior notice in accordance with Minnesota Statute 256I.04, Subd. 2b.

Signatures / Dates

SIGNATURE OF VENDOR REPRESENTATIVE	NAME OF VENDOR REPRESENTATIVE (PLEASE PRINT)	DATE
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SIGNATURE OF AGENCY REPRESENTATIVE	NAME OF AGENCY REPRESENTATIVE (PLEASE PRINT)	DATE
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