

This document is a guide for Housing Agencies (HAs) and the county Local Mental Health Entity (LMH Entity).

A HA is defined as a tribal nation or nonprofit organization with demonstrated experience working with low-income housing programs and with people exiting Institutions, segregated settings, and supervised release. A LMH Entity can be:

- A Local Mental Health Authority (LMHA) operating under the authority of the county
- A tribal nation mental health agency operating under the authority of the tribal government
- An Adult Mental Health Initiative, which is a collaboration of county LMHAs and/or a tribal nation mental health agency that provides or enhances coordination of the delivery of mental health services required under the Minnesota Adult Mental Health Act

HAs, working together with the LMH Entity, enter into a Cooperative Agreement prior to the start of each new Bridges grant term. Items outlined in the Cooperative Agreement should be mutually agreed upon and should reflect local implementation of the Bridges program. The Behavioral Health Service Agency/Agencies and the service partners providing Housing Stabilization Services should also be identified in the Cooperative Agreement along with the resources that are available in the region to provide these services.

The Cooperative Agreement describes the respective roles and responsibilities of the HAs, LMH Entity and Behavioral Health Service Agency/ Agencies and service partners providing Housing Stabilization Services. Details will reflect the needs of a specific community, the unique features of the parties entering the Cooperative Agreement, and the needs and wishes of applicants and Participants, with the end goal aimed at assisting individuals with mental illnesses in obtaining and retaining stable housing within their community.

BRIDGES and BRIDGES REGIONAL TREATMENT CENTER (RTC) SAMPLE COOPERATIVE AGREEMENT

I. PARTIES

Designate the parties entering into the Cooperative Agreement (HA, LMH Entity, Behavioral Health Service Agency/Agencies and Service Partners providing Housing Stabilization Services).

II. TERM OF AGREEMENT

State the duration of the Cooperative Agreement, usually for the biennium of Bridges/Bridges RTC funding as determined by the Minnesota Legislature.

III. PURPOSE

State the purpose. For example:

To help persons with a mental illness access housing, treatment, supportive services, and income supports; to promote cooperation between an HA, an LMH Entity, and a Behavioral Health Agency/Agencies and Service Partners providing Housing Stabilization Services.

IV. GUIDING PRINCIPLES

State the guiding principles of the Cooperative Agreement. For example:

- A. Individuals with mental illness will have fair and equitable access to housing. Awarding of a housing subsidy will be based solely on meeting eligibility criteria, not on participation in service programs.
- B. The housing agency (HA) and the local mental health entity (LMH Entity) jointly recognize that:
 - 1. Persons with a mental illness are diverse in terms of their strengths, motivations, goals, backgrounds, needs, and disabilities.
 - 2. Not all individuals with a mental illness who apply for housing will need to be Participants of the LMH Entity or linked to supportive services in order to live successfully in the community.
 - 3. People with a mental illness are members of the community with all the rights, privileges, opportunities, and responsibilities accorded other individuals.
 - 4. People with a mental illness have the right to meaningful choices in matters affecting their lives.
 - 5. In developing the Cooperative Agreement and managing the grant, the input of Participants and persons with a mental illness in the community will be sought.

6. Nothing in this Cooperative Agreement precludes the LMH Entity from providing services to housing Participants who are not LMH Entity Participants and who request mental health services while the Cooperative Agreement is in effect.
- C. Therefore, the HA and LMH Entity resolve:
1. To make available as many housing options as possible, coordinated with Behavioral Health Service Agencies and partners providing Housing Stabilization Services and tailored to meet the needs and preferences of each person with a mental illness;
 2. To help ensure that housing and supportive services are, to the extent possible:
 - a. Based on the individual's needs, preferences, and choices;
 - b. Safe, decent, sanitary, affordable, and accessible to transportation;
 - c. Offered in the least restrictive manner; and
 - d. Flexible in terms of site, intensity, and schedule
 3. To work cooperatively to achieve the stated purpose

V. RESPONSIBILITIES

List the responsibilities of the HA, the LMH Entity, the Behavioral Health Service Agency/Agencies and service partners providing Housing Stabilization Services and the Participants to be served; the services available to Participants; the site of services; the times available; and the manner in which these services can be obtained (there is a checklist of responsibilities in the Bridges and Bridges RTC Rental Assistance Programs Guide, (page 9). For example:

- A. The LMH Entity will (as agreed to by the county and tribal mental health authorities):
1. Be responsible for outreach to institutional, segregated, correctional supervision, and homeless settings where eligible Participants may currently reside.
 2. Be responsible for identifying and referring to the HA or to the local Continuum of Care (CoC) Coordinated Assessment low-income individuals in need of housing who have mental illnesses and/or individuals who have mental illness who are also homeless. This may include determining initial eligibility of the mental illness, and/or when applicable, the homelessness status.
 3. Assisting people with the Bridges application process.

4. Inform Participants of the range of housing options that could meet their needs and preferences. Encourage Participants to consider all housing in the community.
5. Provide assistance to Participants in understanding their rights and responsibilities under a lease. This includes explaining the eviction notification and appeals process.
6. Provide consultation to the HA in the management of disputes or differences between Participants or between Participants and the HA.
7. Provide assistance, advice, and services to individuals with mental illness who are experiencing problems related to housing in resolving disputes or differences with other Participants or with the HA.
8. Encourage Participants to make rental payments in a timely manner.
9. Assist Participants in maintaining the unit in good repair.
10. Provide emergency response on a 24-hour basis to Participants and/or the HA. Work with Participants to develop individualized crisis plans.
11. Provide certification, with the consent or agreement of the Participant, that the LMH Entity is providing and will continue to provide services to the Participant. Such assistance may continue as long as the Participant is eligible for and requests it, throughout their tenure in housing.
12. Provide, or identify and refer to specific agencies to provide, any necessary mental health and supportive services to Participants, as needed and as agreed to by the Participant. These services may include the following:
 - a. Case management services;
 - b. Diagnosis and treatment of mental illness;
 - c. Services targeted to assist Participants in maintaining their housing and preventing future episodes of homelessness;
 - d. Rehabilitation, vocational training, and employment assistance;
 - e. Income support and benefits;
 - f. General health care and dental services;
 - g. Alcohol and/or other substance use treatment;
 - h. Housing Stabilization Services
 - i. Consumer and family involvement; and
 - j. Legal protection (including protection provided under civil rights laws, such as the Fair Housing Act, Section 504 of the

Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990).

- B. The HA will:
1. Provide to the LMH Entity a copy of its formally adopted admission policies. The admission policy will include, but is not limited to:
 - a. A Participant selection and assignment plan that covers:
 - The organization that manages the waiting list;
 - The method by which applicants will be chosen from the waiting list and offered available dwelling units, including any of the HA's selection preferences and their relative weights; and
 - The process for maintaining the waiting list, including notification of applicants, situations where the list may be closed, and monitoring the length of wait time.
 - b. The HA's standards for determining:
 - Eligibility;
 - Suitability for occupancy; and
 - The size and type of unit.
 - c. The HA's verification policy and procedures.
 2. Provide to the LMH Entity a copy of the HA's:
 - a. Requirements for maintaining occupancy;
 - b. Leasing procedures;
 - c. Appeals and/or grievance procedures;
 - d. Policy regarding holding units for Participants who are unavoidably absent from their units for a period of time, as in the case of extended medical or psychiatric crisis; and
 - e. Specific policies relevant to the particular sites (e.g., congregate dining, pets).
 3. Provide new Participants with an explanation of Participant rights and responsibilities, including payment of rent and income reporting requirements.
 4. Provide new Participants with an orientation including what the housing site provides (e.g., laundry facilities, recreational-social activities), and who to contact in case of emergency or for repairs.
 5. Work with supportive service agencies to provide information to new Participants to familiarize them with community resources.

6. Notify Participants when other rental subsidies become available, including notification when the Section 8 Housing Choice Voucher (HCV) waiting list will be open and other permanent rental subsidy opportunities become available.
- C. The LMH Entity and the HA will jointly:
1. Work to reduce barriers for persons who are experiencing homelessness.
 2. Reach out to institutions and other segregated settings to inform prospective recipients about housing and services.
 3. Meet regularly (*please list the frequency of these meetings. They should be no less than quarterly*) during the term of the grant to review program performance, including referral and intake processes, housing choice, and Participant comments.
 4. Develop and regularly update a list of all the current housing resources available to persons with low incomes in the community, including all publicly and privately-owned assisted housing, consulting with the HUD field office to help ensure completeness of the list. This list should include both housing programs that are administered by the HA and those that are not.
 5. Work together to preserve and/or increase the supply of affordable and supportive housing available to people with mental illnesses and provide as broad a range of choices (e.g., locale, level of services, integration with non-disabled persons) as possible by:
 - a. Developing housing specifically designed for people with mental illnesses and/or for people with mental illness who are also long-term homeless; and
 - b. Using local preferences and set-asides of units for people needing supportive mental health services in ongoing housing programs.
 6. Administer all of its policies and procedures on a nondiscriminatory basis in accordance with the Fair Housing Act, 42 U.S.C. 3601, which prohibits discrimination in the sale or rental of housing on the basis of disability, and Section 504 of the Rehabilitation Act of 1973, which states that no persons shall be denied an opportunity to participate in or benefit from any federally assisted program because of disability. In particular, under the Fair Housing Act, the available units may be used by individuals with mental disorders, who are not referred by, or Participants of, the mental health authority, but who meet housing program eligibility criteria.
 7. Develop, in accordance with concerns for confidentiality, a mutual referral process for any Participant who needs, and who appears eligible for, mental health, supportive services, or housing. When referrals are

made, the parties will help ensure the coordination of supportive services and housing to the mutual client.

8. Provide technical assistance and training efforts to include:
 - a. Training for mental health staff on HUD housing assistance programs;
 - b. Training for HA staff on understanding mental illnesses, long-term homelessness, mental health programs, and the service delivery system, and in recognizing the unique needs, strengths, and skills of individuals with mental health illnesses;
 - c. Training for landlords and managers of rental units on the advantages of renting under the Section 8 HCV Program, understanding the Participant population, and the ongoing cooperative efforts between housing and mental health authorities to meet the housing needs of the population; and
 - d. Training for both agencies on fair housing and reasonable accommodation requirements of the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
9. Develop and document strategies for preventing and managing behavioral health and housing crises involving Participants.
10. Identify and adhere to requirements or standards regarding confidentiality of Participant information, such as requiring the Participant's permission to release information to either agency.
11. Involve Participants and, as requested by the Participant, family and community members, in efforts to plan, deliver, monitor, and evaluate the quality of housing and supportive services.
12. Develop and maintain a list of current community behavioral health services and providers of Housing Stabilization Services available in the service area.

VI. PARTICIPANT RIGHTS AND RESPONSIBILITIES

Describe the rights and responsibilities of Participants. For example:

- A. No Participant will be evicted or otherwise penalized by the HA solely for terminating status as a recipient of services from the LMH Entity, provided they continue to fulfill residency requirements specified in the lease agreement.
- B. A Participant who begins to fail to meet residency requirements and who ceases receiving services from the LMH Entity will, to the extent possible, have the opportunity to re-establish the service relationship with the LMH Entity, or alternatively to make similar, equivalent arrangements with another agency

chosen by the individual, which may assist in meeting residency requirements and work to maintain housing stability.

VII. IMPLEMENTATION AND EVALUATION

- A. *Describe issues related to implementation and evaluation such as:*
1. How the Cooperative Agreement can be modified, amended, or terminated;
 2. How problems in implementing the Cooperative Agreement will be resolved; and
 3. How the Cooperative Agreement will be reviewed to determine if the policies and procedures are effective in helping individuals access and maintain housing in a manner that is satisfactory to Participants, the LMH Entity, the HA, and landlords.
- B. *Designate liaisons to oversee, facilitate, and periodically monitor and evaluate the Cooperative Agreement.*

VIII. SIGNATURES

NAME OF HOUSING AGENCY

By: _____

Its: _____

Executed
on: _____

NAME OF LOCAL MENTAL HEALTH ENTITY

By: _____

Its: _____

Executed
on: _____

SAMPLE