#### **ORDINANCE NO. 2795**

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY FOR THE PURPOSE OF ACCEPTING COMMUNITY MENTAL HEALTH SERVICES (COVID RELIEF) BLOCK GRANT FUNDS IN THE AMOUNT OF \$12,562 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.

WHEREAS, Critical Time Intervention ("CTI") is a time-limited evidence-based practice model designed to mobilize support for vulnerable individuals during periods of transition, including individuals transitioning from homelessness to permanent supportive housing; and

WHEREAS, the Wicomico County Health Department received funding from the Behavioral Health Administration for the Block Grants for Community Mental Health Services (COVID Relief) specific to the delivery of CTI services; and

WHEREAS, the Wicomico County Local Behavioral Health Authority ("Wicomico County LBHA") has awarded the City of Salisbury (the "City") a Block Grant for Community Mental Health Services in the amount of \$12,562 (the "CTI Funds"); and

**WHEREAS**, the City's Homeless Services Case Specialist position will use CTI principles to assist individuals who are transitioning from homelessness to permanent supportive housing; and

**WHEREAS,** a permissible use of the CTI Funds is to (partially) cover the salary costs of the Homeless Services Case Specialist; and

WHEREAS, in order to accept the CTI Funds, the City must enter into a Memorandum of Understanding ("MOU") with the Wicomico County LBHA to define the permitted expenditures and conditions related to the CTI Funds. A Copy of the MOU is attached hereto as Exhibit 1; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

**WHEREAS**, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

## NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

<u>Section 1</u>. Acting Mayor John "Jack" R. Heath is hereby authorized to enter into the MOU attached hereto as **Exhibit 1** with the Wicomico County LBHA, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$12,562.

## BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

**Section 2.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

- (a) Increase MHBG SAMSHA Revenue Account No. 10530–425XXX–XXXXX by \$12,562.
- (b) Increase Salaries-Non-Clerical Expense Account No. 10530-501002-XXXXX by \$12,562.

## BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

<u>Section 3</u>. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

<u>Section 4.</u> It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

<u>Section 5</u>. The recitals set forth hereinabove and the MOU attached hereto as **Exhibit 1** are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 24<sup>th</sup> day of April, 2023.

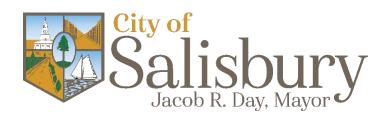
ATTEST:

Kimberly R. Nichols, City Clerk

Muir W. Boda, City Council President

Approved by me, this \_\_28th\_\_\_day of \_\_April\_\_\_\_\_\_\_, 2023.

John R. Heath, Acting Mayor



#### **MEMO**

To: Andy -City Administrator, Ron Strickler-Director HCDD

From: Brett Sanders-Housing & Homelessness Mgr.

Subject: Ordinance – Budget Amendment – Acceptance / Appropriation of

Community Mental Health Services Block Grant (CIT) Funding

Date: March 22, 2023

The City of Salisbury has received an award of FY23 Community Mental Health Services Block Grant Funds (Critical Time Intervention or CTI) funding from SAMSHA passed through the Wicomico County Local Behavioral Health Authority.

Attached is an Ordinance approving a budget amendment of the City's Grant Fund to appropriate \$12,562 in FY23 CTI funds that have been awarded to the City of Salisbury. These funds will be utilized to partially pay for the Critical Time Intervention Case Specialist.

Please forward this information to the City Council to be placed on their agenda for the April 3, 2023 work session.

Brett Sanders
Housing & Homelessness Manager
HCDD

Attachments
CC: Olga Butar
Kim Nichols



### **Wicomico County Health Department**

108 East Main Street • Salisbury, Maryland 21801



Brandy Wink, Acting Health Officer

## MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2023

WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY (LBHA) and City of Salisbury Housing and Community Development Critical Time Intervention (CTI)

#### I. BACKGROUND

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the Block Grants for **Community Mental Health Services (COVID Relief)/ F897** to deliver CTI services. This is a time limited evidence-based practice that the position will use CTI principles to assist individuals transitioning from homelessness to permanent supportive housing.

#### II. AGREEMENT

The following agreement entered on this 1st day of April 2023 by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the mobilization of support for the most vulnerable individuals (those experiencing homelessness, individuals with a diagnosis of serious mental illness or SMI/SED, substance use disorder or co-occurring) during periods of transition. The position will work with the individual in applying to housing programs and assisting the individuals to be linked to services in the public behavioral health system. The position will work the individual to transition from services once an individual has moved into housing. The service should not last for individuals more than 9 months after moving into housing sets forth the following deliverables:

#### A. WiCHD/LBHA will complete the following by 6/30/2023:

- LBHA shall conduct on-site reviews at least annually during this contract to assure that
  the vendor is providing the service according to the conditions stated in this MOU and
  provide technical assistance, monitoring, guidance, and support to CSHCD.
- 2. Submit for payment Contractor's invoice for up to \$12,562 April 2023-June 2023 once deliverables are completed, and reports and monthly invoices are received.

#### B. Contractor will complete the following 6/30/2023 (same as in section I)

- 1. Maintain staff to deliver services using the CTI principles.
- 2. Utilize items used to support the position to deliver services using CTI principles.
- **3.** CSHCD agrees to complete the Quarterly Reports due on the 30th of the month following the end of the quarter including the following:
  - Status of hiring position
  - # of individuals served by phase

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- # of individuals received to MH services by type
- # of individuals housed
- # of individuals needing assistance with benefits
- # of individuals transitioned from services
- **4.** CSHCD agrees to submit the CTI invoice to the LBHA monthly. The invoice shall include the number of individuals served or assisted as outlined above.
- **5.** Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for CTI in the comments section, etc.).
- 6. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
- **7.** CSHCD agrees to attend meetings as necessary or requested by LBHA regarding this MOU.
- **8.** CSHCD agrees to serve 10 individuals with a mental health and/or co-occurring disorder using CTI principles:
  - Assist individuals to apply for housing services
  - Link individuals to mental health services and other supportive services as indicated by the individual's CTI plan
  - Link individuals to federal and state benefits
- **9.** CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
- **10.** Invoice WiCHD for up to \$12,562 addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

#### III. TERMINATION

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2023 or by providing ten (10) days of written notification by either party.

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# Jessica Taylor, Program Coordinator Wicomico County Local Behavioral Health Authority

The contract monitor for this agreement for the WiCHD:

410-548-6981/Jessica.taylor@maryland.gov

#### For the Contractor:

Brett Sanders, Homeless and Housing Manager

City of Salisbury Housing and Community Development

410-334-3031/bsanders@salisbury.md

#### IV. SIGNATURES

The parties acknowledge their agreement by their signatures below:

John 2 Hetts	3/17/2023
Acting Mayor, John 'Jack' R. Heath	Date
City of Salisbury	
Mun	3/14/23
Michelle Hardy, RN, BC, MSPH	Date
Director, Wicomico Local Behavioral Health Authority	
Randy West	3/15/23
Brandy Wink, B. S.	Date

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Acting Health Officer, Wicomico County Health Department