



Tooele County Council Agenda Item Summary

Department Making Request:

Human Services

Meeting Date:

Participations 1-18

Item Title:

MOU with Clinical Consultants for Sober Living Facility and Operations

Summary:

Tooele County Human Services, in cooperation with Clinical Consultants, LLC submitted a request to the State of Utah Department of Human Services for \$800,000 for the establishment and operation of a Sober Living (Transitional Housing) Facility.

The grant was awarded and this agreement spells out the responsibility of Clinical Consultants in bringing this needed housing and service to Tooele County. It also spells out Tooele County's responsibility for the project and pass through payments for the service.

Tooele County Department of Human Services supports this MOU and encourages the signing of the MOU. Contact: Gary K. Dalton, Director.

m

MEMORANDUM OF UNDERSTANDING
BETWEEN
TOOELE COUNTY HUMAN SERVICES (TCHS)
AND
CLINICAL CONSULTANTS, LLC (CC)
FOR
SOBER LIVING FACILITY DEVELOPMENT AND OPERATIONS

WHEREAS Tooele County through its Department of Human Services is desirous of applying engaging in the provision of transitional care housing for homeless, mentally ill, or substance use disordered individuals requiring such services in Tooele County, and

WHEREAS Tooele County received a Utah State Division of Substance Abuse and Mental Health (DSAMH) grant for funding the purchase and operations of said transitional care housing, specifically identified as a Sober Living Facility; and

WHEREAS Clinical Consultants, LLC-Tooele Office, 754 North Main St., Tooele, Utah 84074, under the direction of Michael Odom, Administrator, is willing and able to carry out said provisions of securing a facility and operating same for qualified, Tooele County residents.

NOW THEREFORE, the Parties to this agreement hereby stipulate as follows:

1. TCHS will receive from the DSAMH a grant award in the amount of \$800,000 for the purchase/lease of a facility and the operation of said facility.
2. TCHS will manage the receipt of the funds from the State and the disbursement of the funds to CC upon receipt of invoices outlining expenses and uses of same. An initial invoice of \$50,000 will be accepted so that CC has sufficient start up funds for purchase/lease/staffing of a facility.
3. The Parties to this agreement will consult with one another to define appropriate locations, planning and zoning requirements, and licensing responsibilities however, CC will lead out on these issues.
4. CC will screen and hire the necessary staff and will be responsible for performance evaluations, payment of salaries and fringe benefits, and discipline and termination based upon CC's current employee standards and practices.
5. CC will have the sole responsibility for the timely submission of reports, documents, and financial requirements as outlined in Attachment A, having to do with Outcomes, Measures, and Reporting information (narratives and statistical reporting) with the

Page two, cont.

MOU-Sober Living Facility

attendant due dates. Said reports will be furnished to TCHS within five days of due dates so that they may be reviewed and amended as needed. All reports will be submitted by TCHS as the holder of the grant.

6. TCHS reserves the right to review processes, audit financials, and engage in programmatic discussions as necessary for the successful conclusion of this agreement. TCHS will provide an annual site visit to the program/site and review expenditures when submitted. TCHS may make unannounced visits to the program at TCHS's discretion.
7. CC, as a best practice, will develop a client review process, letter of acceptance into the program, grievance procedures, and a client manual outlining expectations, rules/decorum, and expected therapeutic standards and participant requirements including a fee schedule.
8. CC will maintain data that will protect the confidentiality of the information and records of individuals receiving services.
9. Term: This MOU is effective upon signature and date and will be for the duration of December 30, 2021 through June 30, 2022 (FY22). Exceptions to this term will be negotiated based upon funding and programmatic issues and may be extended with both Parties agreement.
10. Each Party participating in this MOU agrees to defend, indemnify, and hold other agencies or institutions participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expenses (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying agency or institution, and/or its officers, employees or agents. Tooele County retains any defenses, privileges, immunities, rights, and/or limits of liability otherwise available under the

Page three, cont.

MOU-Sober Living Facility

Governmental Immunity Act, UTAH CODE ANN. 63G-7-101, et seq. (the "Immunity Act") and all other applicable laws.

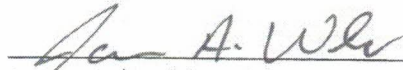
11. The indemnity provision shall survive termination of the MOU or any related agreement and is in addition to any other rights or remedies that the Parties may have under law and/or otherwise.
12. The terms and provisions of this MOU may be amended and modified only by mutual written agreement of the parties and signed by each Participant's authorized signatory.
13. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the arrangements contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.
14. The parties shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to all parties as the result of any of the following: the legislature or the governor fail to appropriate funds sufficient to allow continued participation in the agreement; the funds are de-appropriated or not allocated; there is a material alteration in the programs administered by any of the parties, or the duties of the parties as charged by the legislature or the governor or the Tooele County Council are substantially modified.

[SIGNATURES ON THE FOLLOWING PAGE]

Page four, cont.
MOU-Sober Living Facility

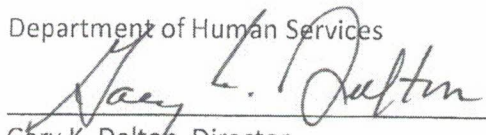
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be duly executed by their authorized representative as of the day and year written below.

Tooele County Manager


James A. (Andy) Welch, County Manager

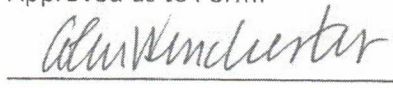
Date: 1/20/22

Department of Human Services


Gary K. Dalton, Director


Date: 01/20/2022

Approved as to Form:


Colin R. Winchester
Deputy Tooele County Attorney

Date: 01/06/2022

Clinical Consultants, LLC



Michael Odom, Administrator
7601 South Redwood Rd, Bldg. E
West Jordan, Utah 84084
Ph: 801-233-8670
Email: Modom@clinicalconsultants.org

Date: 01/20/2022

Gary Dalton

SOBER LIVING
ATTACHMENT "A"

I'm writing to let you know that your ARPA housing application was selected for funding in the amount of \$800,000. We have started the process of adding the funding to the allocation letter and will let you know when that funding is available to spend. The requirements linked to the funding will be added to the Division Directives and are shown below. Please feel free to reach out to me with any questions you may have.

A. Outcomes:

1. Contractors who choose to use the funding to develop supportive housing will be expected to increase the available housing to be utilized for supportive housing, affordable housing, transitional housing, residential, detox, and sober living housing properties to be demonstrated by the number of housing units available as a result of the project.
2. Contractors who choose to use the funding to develop supportive housing will be expected to increase the number of individuals receiving supportive housing.
3. Contractors who choose to use the funding for supportive housing services will be expected to increase the number of individuals receiving housing stability services.

B. Measures:

1. Supportive Housing Development will be measured by:
 - a. The number of units purchased and or refurbished for use by the target population by the funding expiration date of 6/30/2022.
 - b. The number of individuals housed by the funding expiration date of 6/30/2022.
 - c. The length of time individuals have been housed during the project period as a result of the funding.
2. Supportive Housing Services will be measured by
 - a. the number of individuals in the target population enrolled in housing support services
 - b. the percentage of individuals receiving supportive housing services receiving case management services will be 100%
 - c. the percentage of individuals receiving supportive housing services enrolled in mainstream benefits will be 50%

C. Reporting.

1. The Contractor shall report quarterly on the status of the project. Reports are due:
 - a. January 15th, 2022
 - b. March 15th, 2022
 - c. July 15th, 2022
2. Reports shall include:
 - a. A narrative detailing the progress and barriers of the development of supportive housing.
 - b. A statistical report identifying the number of enrollments in mainstream benefits, housing placements, individuals served, and types of services received.

TOOELE COUNTY APPLICATION
FOR
SOBER LIVING TRANSITIONAL HOUSING

APPLICATION: This application is in response to the Division of Substance Abuse and Mental Health's (DSAMH, hereafter) request for proposals to develop transitional, supportive and/or sober living housing.

LMHSAA RECIPIENT: Tooele County is the Local Mental Health/Substance Abuse Authority (LMHSAA) that is making application for these funds. If successful, Tooele County through its Department of Human Services, will contract with a private, non-profit agency, licensed and credentialed, to secure and developed a supportive transitional housing option and operate it on behalf of Tooele County.

CONTACT PERSON: Gary K. Dalton, Director, Human Services
47 South Main St., Rm. 114
Tooele, Utah 84074
Ph: 435-843-4715
Email: gary.dalton@tooeleco.org

REQUESTED FUNDING: \$800,000.

PROJECT NARRATIVE REQUIREMENTS:

Statement of Need: As of January 2020, Utah had an estimated 3,131 individuals experiencing homelessness on any given day as reported by Continuums of Care to the U.S. Department of Housing and Urban Development (HUD). Of that total, 290 were family households, 114 were Veterans, 194 were unaccompanied young adults (age 18-24), and 688 were individuals experiencing chronic homelessness.

According to the Project Homeless Connect, Salt Lake City, "people who haven't had a private residence in years have succeeded in many new "housing first" programs, which place the homeless directly into their own housing units, bypassing shelters. Rent is subsidized and services are provided to help these tenants maintain their housing and be good neighbors."

Also, HUD has reported that the government has funded more than 70,000 such housing units since 2001. Meanwhile, the number of chronically homeless nationwide has decreased by a third since 2005. Of those individuals, the rate of mental illness, including families and children, is at 13-15%. Among the much smaller group of single adults who are chronically homeless, the rate reaches 20 to 40 percent. For this population, mental health and substance use clearly provides barriers to exiting homelessness.

Page two, cont.

Sober Living Application

Depending upon a community's resources, having a severe mental illness may, paradoxically, protect against homelessness. Poor people with severe psychiatric disabilities may have more means of support than other people in poverty because they are eligible for a modest federal disability income such as Medicaid—thus housing and support services are designated specifically for them. Unfortunately, other childless singles—including ex-convicts, people with substance use disorders, and the able-bodied unemployed—make up the majority of the nation's homeless population.

Tooele County has over 43 homeless individuals/families (Point-in-Time Survey) at any given time. Many of these individuals suffer from the same mental health/substance use disorders as found in the general population of Utah and the nation.

It is this population for which this grant for supportive housing for transitional or sober living is requested.

DETAILS:

The funding requested will be used as follows:

- **Number of units** purchased or renovated will be one or two duplexes each with eight (8) bedspaces. The size of each facility will support 8-16 clients at a time. For the intended population, we will target candidate clients that are leaving residential and/or detox facilities. We will provide housing, treatment, and case management services as needed.
- **Supportive Services:** The candidate clients would be stabilized and receive services of group and individual counseling, MAT, employment services, transportation, and alliance with drug courts, mental health courts, and community support groups when applicable. The expectation is that each bed would "turnover" every six months thus allowing us to serve up to an estimated 32 clients per year, per facility. The financial support for operations would come from Medicaid, insurances, private pay, County and State funds, leveraged with private donations.
- **Successful Completion:** It is our intent to immediately identify the quickest method of securing the proposed property(s). We hope to place one or two buildings as described above. This may compel us to pay leases immediately while waiting for the financing process to conclude. As such, we would propose both rent of potential space while the purchase of suitable facilities proceeds. We have access to licensed contractors with sub-contractors for heat, air, plumbing, electrical and cement work and would plan to 'fast track' any such endeavors.
- **Leveraging Additional Funds:** The funding for both supportive services and capital costs will be borne by the private, non-profit agency(s) that Tooele County deems capable of managing these housing units. Consequently, Tooele County will endeavor to identify additional funding sources from cities and the County that might include donations, ARP funding, and CDBG funds when applicable.

Page three, cont.

Sober Living Application

- **Funding and Budget:** \$800,000 in capital funds are anticipated from this distribution if we are selected. Those funds will be primarily for acquisition, remodeling, and/or rental costs while properties are purchased. We are ready to secure properties with \$80,000 down payment, up to full purchase price. The larger the capital infusion initially, the quicker the financing will proceed. It would be our intent to fund initial repairs and upgrades in the units one or two units at a time so we can maintain low vacancy rates. Any warranted repairs and upgrades will be completed in the project deadline of June 30, 2022. Additionally, we propose a seven-month window for insurance and utilities with an estimated cost of \$6,000. Operations costs would be for a full-time case manager with \$28,000 for salary and benefits for the seven-month time frame.

Total Budget: We estimate that \$800,000 would be necessary for the purchase/remodel of a facility. The daily operations cost could be borne by a percentage of the \$800,000 for the seven-month period closing June 30, 2022.

We are grateful for the opportunity to apply for these Division funds and hope that our application receives your support. We look forward to a positive response from DSAMHA. If any questions, please contact us.

Thank You!!

cc: Sober Living Application