

RESOLUTION NO. 2011-669

Adopted by the Sacramento City Council

December 13, 2011

APPROVING MEMORANDUM OF UNDERSTANDING WITH COUNTY OF SACRAMENTO TO FUND OPERATIONS AT THE COMPREHENSIVE ALCOHOL TREATMENT CENTER FOR FISCAL YEAR 2011/12

BACKGROUND

- A. In 2007, the City Council approved Resolution 2007-447, approving an agreement between the City and the County of Sacramento Department of Human Assistance establishing the cooperative efforts to provide an alcohol detox program at the Comprehensive Alcohol Treatment Center operated by the Volunteers of America.
- B. A collaborative partnership was formed to fund and operate the Comprehensive Alcohol Treatment Center which includes: the Downtown Partnership, the Sacramento Housing and Redevelopment Agency, Volunteers of America, the County of Sacramento and the City of Sacramento.
- C. The Comprehensive Alcohol Treatment Center is part of the Community Prosecution Pilot Program in the downtown area and one of the programs in the Ten-Year Plan to End Chronic Homelessness.
- D. The City's contribution to the Comprehensive Alcohol Treatment Center for Fiscal Year 2011/2012 was included in the City budget in the amount of \$708,351, which is the same amount that has been provided for this during the past four fiscal years.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or his designee is authorized to execute a Memorandum of Understanding with the County of Sacramento to fund operations at the Comprehensive Alcohol Treatment Center for Fiscal Year 2011/2012 in the amount of \$708,351.
- Section 2. The Memorandum of Understanding identified in Section 1 is attached as Exhibit "A" and is part of this Resolution.

Table of Contents:

Exhibit A - Memorandum of Understanding for Funding Operations of the Comprehensive Alcohol Treatment Center

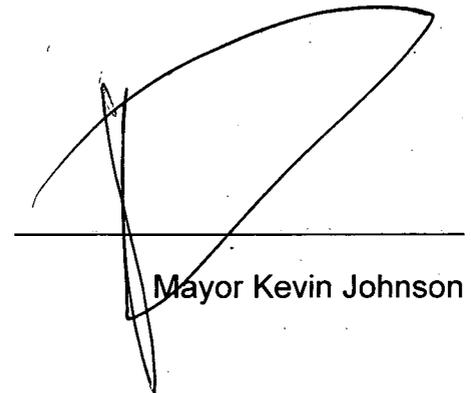
Adopted by the City of Sacramento City Council on December 13, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF SACRAMENTO**

**AGREEMENT FOR FUNDING OPERATIONS
OF THE COMPREHENSIVE ALCOHOL TREATMENT CENTER**

This Agreement is entered into as of _____, by and between the County of Sacramento, Department of Human Assistance, hereinafter referred to as "COUNTY," and the City of Sacramento Neighborhood Services Division, hereinafter referred to as "CITY", upon the following terms and conditions.

WHEREAS, the CITY, COUNTY, and Sacramento Housing and Redevelopment Agency (SHRA) recognize the benefit of operating a program to treat the chronic street alcoholic to eliminate nuisance behavior in the community; and

WHEREAS, the Comprehensive Alcohol Treatment Center Program, hereinafter referred to as "CATC", consists of the following program elements:

1. 72-hour lockdown facility with a total of 80 beds dedicated to civil protective custody. Up to 10 of the 80 total beds can be used for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Court;
2. A medically supervised treatment program with in-house medical staff; and
3. Release policies that require individuals to be released either into a treatment program or to an appropriate, designated location outside of this facility; and

WHEREAS, the CATC will act as the primary receiving center for inebriates referred by Sacramento Law Enforcement Agencies; and

WHEREAS, the CATC will have Welfare and Institutions Code 5170 powers of authority for the purpose of admitting intoxicated individuals; and

WHEREAS, the CATC will continue linkages with local alcohol and drug treatment providers; and

WHEREAS, the CITY, COUNTY and SHRA have agreed to jointly fund the operation of the CATC at 700 North 5th Street; and

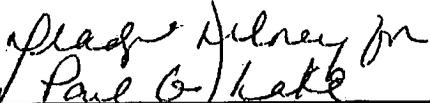
WHEREAS, the SHRA portion of the funding for the operation of the CATC is addressed in a separate agreement and is not included in this MOU between the CITY and COUNTY; and

WHEREAS, the CITY's staff will request that the City Council approve a contribution for the operation of the CATC from the General Fund budget;

NOW THEREFORE IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. The term of the Memorandum of Understanding (MOU) shall be from July 1, 2011 thru June 30, 2012.
2. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC).
3. The total cost of the CATC is estimated to be \$1,194,906, which will be allocated between the COUNTY, CITY, and SHRA. The CITY's contribution for Fiscal Year 2011/2012 is not to exceed the amount of \$708,351.
4. The COUNTY agrees to accept the CITY's contribution to fund identified CATC components as outlined in Exhibit "A," which is attached and incorporated herein. Changes to the amount of the CITY's contribution to the CATC budget related to its share of program costs can only be made by a written amendment to this Agreement executed by the CITY. The CITY's funds will be restricted to funding only the CATC program activities identified in Exhibit "A".
5. COUNTY's subcontractor, the Volunteers of America, will provide the CITY with an annual written report of the performance of the CATC, along with detailed invoices. CITY staff will transmit this report to the members of the City Council and community stakeholders (e.g., Downtown Sacramento Partnership, River District, etc.)
6. All invoices submitted to the CITY will include a detailed financial accounting for expenditure of CATC program funds during the fiscal year.
7. Either party may terminate or amend this Agreement immediately upon giving written notice to the other party if 1) it is advised that funds are not available from external sources for CTAC, or 2) funds that were previously appropriated for this Agreement are reduced, eliminated, and or re-allocated by either the CITY or the COUNTY.

COUNTY of SACRAMENTO, a political
Subdivision of the State of California

By 
Paul G. Lake, Director
Department of Human Assistance

CITY OF SACRAMENTO, a municipal
corporation

By _____
James L. Combs
Director, Parks and Recreation
For: John Shirey, City Manager

Approved as to form:

By  _____
Deputy City Attorney

Attest:

By _____
City Clerk

**COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM
SCOPE OF SERVICES (Exhibit "A" to MOU)**

SERVICE LOCATION

Comprehensive Alcoholism Treatment Center
700 North 5th Street
Sacramento, CA 95814

All administrative and program site address changes must be reported to COUNTY 90 days prior to the change.

II. PROGRAM OPERATOR

The program shall be known as the Comprehensive Alcoholism Treatment Center Program and shall be operated by the Volunteers of America (CONTRACTOR).

III. STAFFING

Center Director (1.0 FTE)
Counselors (2.35 FTE)
Licensed Vocation Nurses (1.0 FTE)
Nursing Aides (2.0 FTE)
Monitors (8.4 FTE)
Kitchen Supervisor (.71) FTE)
Cooks (4.4 FTE)
Van Driver (1.0 FTE)
Relief (1.0 FTE)

IV. DESCRIPTION OF SERVICES

- A. CONTRACTOR's Comprehensive Alcoholism Treatment Center referred to, as CATC will provide shelter; food; TB screening of all new clients at intake by VOA staff; in-house recovery programs to include the Serial Inebriate Program (SIP), clothing; medical assessments; and Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings exclusively to the homeless, substance abuse population.

The CATC will act as the primary receiving center for inebriates referred by Sacramento Law Enforcement Agencies. In addition, CATC outreach staff will have Welfare and Institutions Code Section 5170 powers of authority for purposes of admitting intoxicated individuals.

The CATC will be utilized as the Central Kitchen for VOA contracted programs including but not limited to the CATC.

CONTRACTOR will provide humane and nurturing services of an immediate need and life sustaining nature to homeless alcoholic adults. CONTRACTOR will maintain a well-qualified staff experienced in working with this target population and will provide on-going staff training in CPR, first aid, disease recognition and prevention.

- B. CONTRACTOR will provide 80 beds for 72-hour civil protection hold and will insure through regular maintenance of resident dormitories a capacity for 80 functioning single person beds at all times.

- C. CONTRACTOR will provide up to ten (10) existing beds from B above for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Court. Individuals placed in the CATC must successfully complete the alcohol addiction treatment program as part of their sentencing by the judicial system under Penal Code Section 647(f).
 - 1. If the individual chooses treatment, the Sacramento Police Department will transport the person from jail to the CATC.

 - 2. The individual will participate in and complete the 90-day Serial Inebriate Program for alcohol addiction, and is subject to re-arrest if he or she fails to comply with the program.

 - 3. At the end of the treatment program, the Deputy District Attorney and the Assistant Public Defender will calendar a court day for the defendant to clear any outstanding warrants or other de minimis offenses that may be pending. These offenses will be dismissed in light of the successful completion of the Serial Inebriate Program. However, there are two exceptions to this:
 - a. The court cannot waive license, registration or other DMV issues.
 - b. Cases pending against the defendant where there is known or might be victim restitution owed (pre-existing court-ordered restitution issues).

4. Upon successful completion of the program, the individual will be referred to appropriate housing programs in the County's Continuum of Care for the homeless.
 5. Participating individuals will receive services such as, but not limited to; alcohol and other drug treatment services, daily living skills, employment training, housing assistance, budgeting and money management, and other related services.
 6. If the individual re-offends after successful completion of the Serial Inebriate Program, he or she will be eligible to participate in the program again.
- D. CONTRACTOR will provide professional and licensed staffing levels as required by the State of California Welfare and Institutions Code 5170. CONTRACTOR will maintain a visiting physician for 5 to 10 hours per week for medical oversight and supervision. CONTRACTOR will maintain medically trained personnel for sixteen hours a day, seven days per week coverage.
- E. CONTRACTOR will provide three nutritious meals a day, seven days per week. A dietician will review and evaluate all meals provided to participants annually to assure that all meals will be nutritionally balanced. CONTRACTOR will maintain a professional kitchen supervisor and will maintain a clean and sanitary kitchen facility. Staff will be trained on proper food handling practices.
- F. CONTRACTOR will provide transportation to and/or from the CATC 24-hours per day, seven days per week, as needed.
- G. CONTRACTOR will develop ongoing linkages with alcohol and drug treatment providers and will provide contact with the treatment programs as needed in order to facilitate placement and referral policies and practices.

V. ELIGIBLE PARTICIPANTS

Persons eligible to receive services from CONTRACTOR are homeless indigent chronic alcoholic adults who reside on the streets and other areas not intended

for human habitation of downtown Sacramento and other parts of the City and County.

VI. **COOPERATION**

CONTRACTOR shall coordinate with other service providers who are providing support services and/or lodging for the homeless population and with agencies necessary to carry out its services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

VII **RECORD-KEEPING AND REPORTING REQUIREMENTS**

A. CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- Records providing a full description of each activity undertaken.
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program.
- Records required determining the eligibility of activities.
- Timesheets and payroll records of employees paid by CDBG funds.
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.
- Other records necessary to document compliance with Subpart K of 24 CFR 570.
- The Service Providers Monthly Report; and
- Comprehensive Alcoholism Treatment Center Program Report.

B. CONTRACTOR shall submit the Monthly Claim form and all monthly reporting forms by the fifteenth (15th) of each month to:

Sacramento County Department of Human Assistance
Contract Unit
2433 Marconi Avenue
Sacramento, CA 95821

C. CONTRACTOR's records will be made available upon request for inspection by the COUNTY.

- D. Monthly reporting forms and the reporting requirements are subject to change. COUNTY shall notify CONTRACTOR if the Attachments to this Exhibit change and CONTRACTOR shall be required to use the new reporting forms.
- E. CONTRACTOR may contact the DHA Homeless Program Planner with any questions regarding reporting procedures.

VIII. **INCIDENT REPORTS**

CONTRACTOR staff shall provide COUNTY with Incident Reports as indicated using the "Providers Incident Report".

IX. **EVALUATION**

COUNTY may at any time, evaluate this program. Adequate notice shall be given to CONTRACTOR of such action, and the CONTRACTOR shall be given opportunities to participate in the evaluation process and to respond.

X. **ADDITIONAL REQUIREMENTS**

- CONTRACTOR shall satisfy the service requirements contained in the CDBG Scope of Work.
- The City Council-appointed Consolidated Social Service Complex Community Advisory Committee shall be designated the advisory committee for the program.
- The program activities eligible under this MOU include the following:
 - a. Personnel expenses
 - b. Capital equipment and furnishings
 - c. Program operations
 - d. Administrative expenses
 - e. Facility rent (paid to County)