



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 7/31/2012

Report Type: Consent

Title: Memorandum of Understanding: Comprehensive Alcohol Treatment Center

Report ID: 2012-00617

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager to execute a memorandum of understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for Fiscal Year 2012/13.

Contact: Derrick Lim, Area Manager, (916) 808-2260, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Special Event Services

Dept ID: 19001511

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Memorandum of Understanding with Sacramento County

City Attorney Review

Approved as to Form
Sheryl Patterson
7/23/2012 3:31:31 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
7/17/2012 6:44:48 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 7/19/2012 10:26:17 AM

Description/Analysis

Issue: The Sacramento City Council and the County Board of Supervisors entered into a Memorandum of Understanding (MOU) in 2007 (City Council Resolution 2007-447) to fund the Comprehensive Alcohol Treatment Center (CATC), also known as “Detox,” administered by Volunteers of America. During the past several fiscal years City staff has come back to City Council at the end of the MOU to consider renewal for the following fiscal year per the County of Sacramento’s request. The Fiscal Year 2011/12 MOU terminated on June 30, 2012. Staff recommends renewing the MOU for Fiscal Year 2012/13.

Policy Considerations: The Detox Program is consistent with programs identified in the Ten-Year Plan to End Chronic Homelessness. Partnering with other agencies to leverage resources and improve livability is consistent with Council action and direction.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment, and that do not constitute a "project" as defined by the CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Police Department and Sacramento Downtown Partnership report a significant decrease in the presence of public inebriates on downtown streets, as well as a decrease in nuisance behavior associated with public intoxication. Absent a Detox Program, an individual booked for public inebriation is released from jail within the same 24-hour day. In addition, Sacramento City Code 3.64.020 requires City Council authorization for expenditure agreements greater than \$100,000.

Financial Considerations: The total costs of the program are \$864,563 and will be allocated between the COUNTY, CITY, and SHRA. The CITY’s contribution for Fiscal Year 2012/2013 is not to exceed the amount of \$708,351. Facility costs are the responsibility of Volunteers of America.

Emerging Small Business Development (ESBD): Not applicable.

BACKGROUND

In 2007, the Sacramento City Council executed a Memorandum of Understanding (MOU) per City Council Resolution 2007-447 to fund a public inebriate program, the Comprehensive Alcohol Treatment Center (CATC), also known as “Detox”.

The Detox Program is located at 700 North 5th Street. It is the first comprehensive, medical alcohol-treatment center in the State of California. The program allows up to 72-hours detention of individuals who represent health and safety concerns to themselves and the community due to inebriation. The program has an 80-bed three-day hold program and a 90-day serial inebriate program.

The Detox Program was developed and is operated by the Volunteers of America (VOA), a nonprofit organization. Detox provides medically supervised alcohol detoxification to the public inebriate population and assistance to those individuals who express a desire to change their lifestyle once they have completed the detoxification program.

The Detox Program affects the community in several positive ways. The Police Department and the Sacramento Downtown Partnership report a significant decrease in the presence of public inebriates on downtown streets, as well as a decrease in the nuisance behavior associated with public intoxication. Absent a Detox Program, an individual booked for public inebriation is released from jail within the same 24-hour day.

The Detox Program provides prevention and intervention of inebriate behavior. An individual brought into the Detox Program remains for a minimum of 72 hours. Individuals are released before the 72-hour time period only if they have a verified job or residence.

The Serial Inebriate Program (SIP) focuses on chronic substance abusers found intoxicated throughout the city. Serial inebriates are those individuals who have been admitted to Sacramento County Jail or CATC at least 25 times within the previous twelve months, and who pose a danger to themselves or others due to excessive alcohol consumption. The program is a court-ordered, 90-day, 10-bed treatment program for serial inebriates.

The Serial Inebriate Program is part of the Community Prosecution Pilot Program in the downtown area and is one of the programs in the Ten-Year Plan to End Chronic Homelessness.

CATC statistics for Fiscal Year 2011/12 are on the following page.

**Comprehensive Alcohol Treatment Center (CATC) Statistics
Fiscal Year July 1, 2011 thru June 30, 2012**

Detox Beds (80):

- On average 98% of the beds are occupied at any one time.
- 1,602 men were served in the 12 month period. The average age was 48.
- 211 women were served in the 12 month time period. The average age was 45.
- A total of 1,814 unduplicated people were served.
- A total of 9,449 intakes occurred on those 1,814 individuals.
- 4% or 367 were released to their homes.
- 5% or 486 were released to treatment programs or medical facilities.
- 87% or 8,191 had their 72 hour hold voluntarily extended (the facility is frequently used as an inebriate shelter)

Serial Inebriant Program (10):

- During the year a total of 21 people were served by the SIP program. The most served in any one month was 6.
- All clients served were homeless.

**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 July 1, 2012, 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 ten (10) of the 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

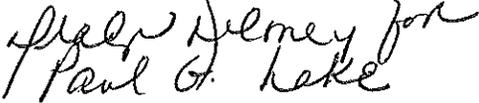
WHEREAS, the SHRA portion of the funding for the operation of the CATC is addressed in a separate agreement and is not included in this MOU between the CITY and COUNTY; and

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, 2012 thru June 30, 2013.
2. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC).
3. The total costs of the program are \$864,563 and will be allocated between the COUNTY, CITY, and SHRA. The CITY's contribution for Fiscal Year 2012/2013 is not to exceed the amount of \$708,351. Facility costs are the responsibility of Volunteers of America.
4. The COUNTY agrees to accept the CITY's contribution to fund identified program 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 fair 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 CATC, 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

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

Approved as to form:

By _____
Deputy City Attorney

Attest:

By _____
City Clerk

Exhibit "A"

**COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM
SCOPE OF SERVICES**

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. The Continuum of Care is now administered by Sacramento Steps Forward.
 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