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REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

CONSENT
June 26, 2007

Honorable Mayor and
Members of the City Council

Subject: Adopt the Memorandum of Understanding for the Funding Operations for the Comprehensive Alcohol Treatment Center

Location/Council District: All Districts

Recommendation:

Adopt a Resolution authorizing the City of Sacramento to enter into a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for fiscal year 2007/2008.

Contact: Cassandra H. Jennings, Assistant City Manager

Department: City Manager's Office

Division: N/A

Organization No: 0310

Summary:

The Sacramento City Council and the County Board of Supervisors entered into a Memorandum of Understanding in 1997 to fund the Comprehensive Alcohol Treatment Center (CATC), also known as "Detox," administered by Volunteers of America. The current Memorandum of Understanding (MOU) will terminate at the end of this fiscal year. Staff is recommending renewing the Memorandum of Understanding for one year.

Committee/Commission Action: None

Background Information:

In April 1997, the Sacramento City Council and the Sacramento County Board of Supervisors authorized a Memorandum of Understanding (MOU) and funding to create a public inebriate program, the Comprehensive Alcohol Treatment Center (CATC), also known as "detox." The Detox Program opened at 700 North 5th Street as 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 three components; an 80-bed three-day hold program, a 32-bed 60-day recovery 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 third component is a court-ordered 90-day, 10-bed treatment program for serial inebriates. Serial inebriates are those individuals who have been admitted to the Sacramento County Jail or the 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 known as the Serial Inebriate Program (SIP). SIP focuses on chronic substance abusers found intoxicated in the downtown area bordered by 16th Street to the Sacramento River, H Street to N Street, including the Alkali Flat Regional Transit station patrolled by the Downtown Partnership's Navigators and by law enforcement.

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

The Detox Program has impacted the community in several positive ways; the Police Department and the Downtown Partnership have reported 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. In many instances an individual is booked for public inebriation and is released from jail within the same 24-hour day. When an individual is brought into Detox, they are there for a minimum of 72 hours. Persons are only released before the 72-hour time period if they have a verified job or residence. The Detox Program offers the potential of intervening and preventing future inebriate behavior.

Financial Considerations:

The City of Sacramento's funding for the Detox Program is listed in the Non-Department budget for Fiscal Year 2007/2008, with the contribution not to exceed $708,351. There

is no fiscal increase from fiscal year 2006/2007 and the total cost of the Detox Program is $1,121,928, with funding from Sacramento County, Sacramento Housing and Redevelopment Agency (SHRA) and the City of Sacramento.

Environmental Considerations:

None

Policy Considerations:

Partnering with other agencies to leverage resources and improve the City of Sacramento is consistent with Council action and direction.

Emerging Small Business Development (ESBD):

No goods or services are being purchased.

Respectfully Submitted By:

CASSANDRA H. JENNINGS
Assistant City Manager

Recommendation Approved:

for RAY KERRIDGE
City Manager

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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, 2007, by and between the County of Sacramento, Department of Human Assistance, hereinafter referred to as "COUNTY," and the City of Sacramento Neighborhood Services Department, hereinafter referred to as "CITY", upon the following terms and conditions.

WHEREAS, the CITY, COUNTY, and Sacramento Housing and Redevelopment Agency (SHRA) recognized 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 112 beds, consisting of 80 beds dedicated to civil protective custody, 32 beds allocated to a 60-day recovery program, and up to ten (10) existing beds identified above for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Court
2. A medically based 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. In addition, the CATC staff will have State Health and Safety 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 Non-Department budget; and

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, 2007 through June 30, 2008.

2. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC). CITY staff will submit requests for funding on a year-by-year basis.

3. The total costs of the program are $1,121,928 and will be allocated between the COUNTY, CITY, and SHRA. The CITY's contribution for Fiscal Year 2007/2008 is not to exceed the amount of $708,351.

4. The COUNTY agrees to accept the CITY's contribution to fund identified program components as outlined in Exhibit "A". Amendments to the CITY's contribution to the CATC budget related to its fair share of program costs estimated above can be amended by written agreement of the CITY. The CITY's funds will be used solely to fund the outlined program activities.

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 appropriate community stakeholders (e.g., Downtown Sacramento Partnership, River District, etc.)

6. All invoices will include a detailed financial accounting for expenditure of CATC program funds during the previous fiscal year.

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

By _____
Bruce Wagstaff, Director
Department of Human Assistance

"COUNTY"

CITY OF SACRAMENTO

By _____
Cassandra H. Jennings
Assistant City Manager
For: Ray Kerridge, City Manager

"CITY"

COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM
SCOPE OF SERVICES

I. 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 (2.0 FTE)
Licensed Vocation Nurses (1.0 FTE)
Nursing Aides (2.0 FTE)
Monitors (8.4 FTE)
Kitchen Supervisor (1.0 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, the Aid-In-Kind Program (North A Street and Bannon Street), and the Winter Shelter Program.

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 32 beds dedicated for a 60-day recovery program. CONTRACTOR will maintain and operate the 60-day, State licensed, recovery program and will maintain certified alcohol and drug counselors for oversight of this program.

D. CONTRACTOR will provide up to ten (10) existing beds from B and C 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 the Aid-In-Kind Program or other appropriate 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.

E. 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.

F. 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.

G. CONTRACTOR will provide transportation to and/or from the CATC 24-hours per day, seven days per week, as needed

H. 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 included in Exhibit C 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 Specialist 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 attached hereto as Attachment 1.

- 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)

RESOLUTION NO.

Adopted by the Sacramento City Council

Adopt the Memorandum of Understanding for the Funding Operations for the Comprehensive Alcohol Treatment Center

BACKGROUND

A. The City Council approved an agreement between the City and the County of Sacramento, Department of Human Assistance establishing the cooperative efforts to provide a comprehensive alcohol treatment center.

B. A collaborative partnership which includes; the Downtown Partnership, the Sacramento Housing and Redevelopment Agency, Volunteers of America, the County of Sacramento and the City of Sacramento.

C. A vital piece of the Community Prosecution Pilot Program in the downtown area and one of the primary programs in the Ten-Year Plan to End Chronic Homelessness.

D. Memorandum of Understanding for fiscal year 2007/2008 will not exceed $708,351.

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

The City Manager is authorized to execute a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for fiscal year 2007/2008.