



# City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
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**Meeting Date:** 2/22/2011

**Report Type:** Consent

**Title:** Memorandum of Understanding to Fund Operations at the Comprehensive Alcohol Treatment Center

**Report ID:** 2011-00132

**Location:** Citywide

**Recommendation:** Adopt a Resolution authorizing the Interim City Manager to execute a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for Fiscal Year 2010/2011.

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

**Presenter:** Cassandra Jennings, Assistant City Manager, (916) 808-8888, Office of the City Manager

**Department:** City Manager

**Division:** Executive Office

**Dept ID:** 02001011

## **Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A (MOU and Scope)
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### **City Attorney Review**

Approved as to Form  
Michael T. Sparks  
2/16/2011 5:03:44 PM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
2/9/2011 4:15:02 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Patti Bisharat - 2/15/2011 8:47:15 AM

Assistant City Manager: Patti Bisharat - 2/15/2011 8:00:30 PM

## **Description/Analysis**

**Issue:** The Sacramento City Council and the County Board of Supervisors entered into a Memorandum of Understanding (MOU) in 1997 to fund the Comprehensive Alcohol Treatment Center (CATC), also known as "Detox," administered by Volunteers of America. During the past several fiscal years the City has come back to City Council at the end of the MOU to consider renewal for the following fiscal year. The Fiscal Year 2009/2010 MOU terminated on June 30, 2010. Staff recommends renewing the MOU for Fiscal Year 2010/2011.

**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.

### **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 California Environmental Quality Act (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.

**Financial Considerations:** The City contributed up to \$708,351 each fiscal year for the last three fiscal years. The City's maximum general fund amount of \$708,351 is included in the approved budget for Fiscal Year 2010/2011.

**Emerging Small Business Development (ESBD):** Not applicable.

## **CATC / Detox FY 2010/11**

### **BACKGROUND**

In April 1997, the Sacramento City Council and the Sacramento County Board of Supervisors authorized a Memorandum of Understanding (MOU) to fund a public inebriate program, the Comprehensive Alcohol Treatment Center (CATC), also known as "Detox." The Detox Program opened at 700 North 5<sup>th</sup> 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 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.

An individual brought into Detox 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 Detox Program provides prevention and intervention of inebriate behavior.

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 2009/10 are on the following page.

**Comprehensive Alcohol Treatment Center (CATC) Statistics  
Fiscal Year July 1, 2009 thru June 30, 2010**

**Detox Beds (80):**

- On average 96% of the beds are filled at any time
- 1702 men served in the 12 month time period- average age is 47
- 202 women served in the 12 month time period- average age is 44
- A total of 1904 unduplicated people were served
- A total of 8,916 intakes occurred on those 1904 individuals
- 4% or 350 were released to their homes
- 13% or 1116 were released to shelters
- 8% or 669 were released to treatment programs or medical facilities
- 76% or 6783 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 13 people were served by the SIP program. The most served in any month was 2.
- All clients served were homeless

**RESOLUTION NO.**

Adopted by the Sacramento City Council

Adopt the Memorandum of Understanding to Fund Operations at the Comprehensive Alcohol Treatment Center

**BACKGROUND**

- A. In 1997 the City Council approved Resolution 2007-447, 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 exists 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 2010/2011 will not exceed \$708,351.

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

- Section 1     The Interim City Manager is authorized to execute a Memorandum of Understanding with the Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for Fiscal Year 2010/2011.
  
- Section 2     The City's contribution to the Comprehensive Alcohol Treatment Center for Fiscal Year 2010/2011 will not exceed \$708,351 included in the approved budget for Fiscal Year 2010/2011.
  
- Section 3     The memorandum of understanding identified in section 1 is attached as exhibit A and is part of this resolution.

**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 February 22, 2011, 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 90 beds, consisting of 80 beds dedicated to civil protective custody, and up to 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 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 5<sup>th</sup> 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 February 22, 2011 thru June 30, 2011.
2. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC). CITY staff will go back to the City Council for funding consideration upon expiration of the MOU.
3. The total costs of the program are \$1,194,906 and will be allocated between the COUNTY, CITY, and SHRA. The CITY's contribution for Fiscal Year 2010/2011 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 share of program costs estimated above can be amended by written agreement of the CITY. The CITY's funds will be restricted to funding only the 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.

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

CITY OF SACRAMENTO

By \_\_\_\_\_  
Paul G. Lake, Director  
Department of Human Assistance


By \_\_\_\_\_  
Cassandra H. B. Jennings  
Assistant City Manager  
For: Gus Vina, Interim City

Manager

"COUNTY"

"CITY"

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 5<sup>th</sup> 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 utilize the data management system Cal Olms for clients in the 32-bed treatment program.

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

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

- D. CONTRACTOR's records will be made available upon request for inspection by the COUNTY.
- E. 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.
- F. 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)