



# REPORT TO COUNCIL

## City of Sacramento

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

STAFF REPORT  
June 27, 2006

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 2006/2007.

**Contact:**

Yvonne Riedlinger, Program Analyst, 808-6523 and Mike Hanamura, Interim Area Director, 808-6524.

**Presenter:** Yvonne Riedlinger, Program Analyst, 808-6523

**Department:** Neighborhood Services Department

**Division:** Area 4

**Organization No:** 3641

**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 (FY 06-07).

**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 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 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 16<sup>th</sup> 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 2006/2007, with the contribution not to exceed \$708,351. There

is no fiscal increase from fiscal year 2005/2006 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:**

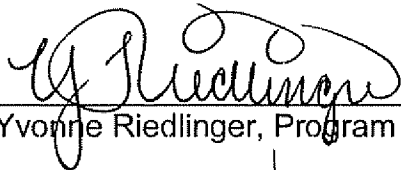
None

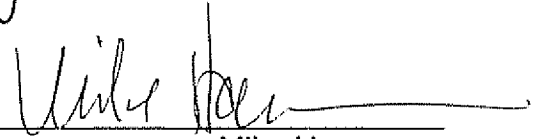
**Policy Considerations:**

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:   
Yvonne Riedlinger, Program Analyst

Approved by:   
Mike Hanamura  
Interim Area Director

Recommendation Approved:

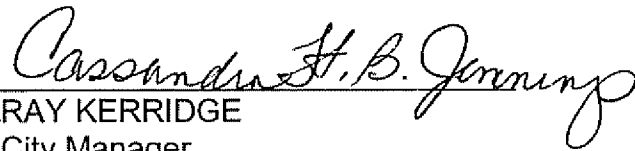
  
for RAY KERRIDGE  
City Manager

Table of Contents:

Pg	1-3	Report
Pg	4-9	Attachment 1 – Memorandum of Understanding with the County of Sacramento Department of Human Assistance and Scope of Services
Pg	10	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 July 1, 2006, by and between the Department of Human Assistance of the County of Sacramento ("COUNTY") and the Neighborhood Services Department of the City of Sacramento ("CITY") upon the following terms and conditions:

**WHEREAS**, the CITY, COUNTY and the Sacramento Housing and Redevelopment Agency ("SHRA") recognize the benefit of operating a program to treat chronic street alcoholics in an effort to eliminate nuisance behaviors in the community; and

**WHEREAS**, the Comprehensive Alcohol Treatment Center ("CATC") Program consists of the following program elements:

1. A 72-hour lockdown facility with a total of 112 beds, consisting of 80 beds dedicated to civil protective custody and 32 beds allocated to a 60-day recovery program, with up to ten beds to be utilized for a 90-day treatment program for qualified Serial Inebriates referred to CATC by the Sacramento County Superior Court;
2. A medically-based treatment program with in-house medical staff; and
3. Policies that require individuals to be released into either a treatment program or to an appropriate, specifically designated location outside of the CATC facility; and

**WHEREAS**, CATC will act as the primary receiving center for inebriates referred by to it by Sacramento law enforcement agencies. CATC staff shall have the authority to admit intoxicated individuals into CATC, pursuant to California Welfare and Institutions Code Section 5170; and

**WHEREAS**, CATC will continue associations with local alcohol and drug treatment providers; and

**WHEREAS**, the CITY, COUNTY and SHRA have agreed to jointly fund the operation of CATC at 700 North 5<sup>th</sup> Street, in the City of Sacramento; and

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

**WHEREAS**, CITY staff shall request that the City Council approve a contribution for the operation of CATC from the non-department budget.

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

1. The term of this MOU shall be from July 1, 2006 through June 30, 2007.
2. The CITY agrees to contribute a portion of the annual cost for operation of the CATC. CITY staff will submit requests for funding on an annual basis.
3. The total costs of the CATC Program are \$1,121,928 and will be allocated between the COUNTY, CITY and SHRA. The CITY's contribution for Fiscal Year 2006/2007 shall not exceed the amount of \$708,351.
4. The COUNTY agrees to accept the CITY's contribution to fund identified program components of CATC 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 may be amended by written agreement of the CITY. CITY funds will be used solely to fund those program components listed in Exhibit "A."
5. COUNTY's subcontractor, the Volunteers of America, shall provide the CITY with an annual written report of the performance of CATC, along with detailed invoices of CATC operations. CITY staff will transmit this report to members of the City Council and appropriate community stakeholders, including the Downtown Sacramento Partnership, the Capitol Station District, and others.
6. All invoices referred to in Paragraph 5, above, shall include a detailed financial accounting of expenditures of CATC Program funds during the previous fiscal year.

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

CITY OF SACRAMENTO

By \_\_\_\_\_  
Bruce Wagstaff, Director  
Department of Human Assistance

By \_\_\_\_\_  
Ray Kerridge, City Manager

"COUNTY"

"CITY"

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

**I. SERVICE LOCATION**

Comprehensive Alcoholism Treatment Center ("CATC")  
700 North 5<sup>th</sup> Street  
Sacramento, CA 95814

All administrative and program site address changes must be reported to the Department of Human Assistance of the County of Sacramento ("COUNTY") at least 90 days prior to such 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 Nurse (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. CATC will provide shelter; food; tuberculosis screening of all new clients at intake by CONTRACTOR's 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 homeless and substance abuse clients.
- B. CATC will act as the primary receiving center for inebriates referred by Sacramento law enforcement agencies. CATC staff shall have the authority to admit intoxicated individuals into CATC, pursuant to California Welfare and Institutions Code Section 5170.
- C. CATC will be utilized as the Central Kitchen for contracted programs of CONTRACTOR, including but not limited to CATC, the Aid-In-Kind Program (North A Street and Bannon Street, in the City of Sacramento) and the Winter Shelter Program.
- D. 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.

- E. CONTRACTOR will provide 80 beds for 72-hour civil protection hold and will ensure through regular maintenance of resident dormitories a capacity for 80 functioning single-person beds at all times.
- F. CONTRACTOR will provide 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.
- G. CONTRACTOR will provide up to ten existing beds from those referred to in Paragraphs B and C above for a 90-day treatment program for qualified Serial Inebriates referred to CATC by the Sacramento County Superior Court ("Court"). Individuals placed in CATC by the Court must successfully complete the alcohol addiction treatment program as part of their Court sentence under California Penal Code Section 647(f). The following additional requirements and procedures shall apply to this process:
1. If the individual chooses treatment, the Sacramento Police Department will transport the person from the Sacramento County Jail to 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 District Attorney and Public Defender Offices will calendar a court date for the individual to clear any outstanding warrants or other pending de minimis offenses. These offenses will be dismissed in light of the successful completion of the Serial Inebriate Program, with two exceptions:
    - a. The Court cannot waive license, registration or other California Department of Motor Vehicles issues.
    - b. Pending cases against the individual will not be dismissed if there is or may be restitution owed to the victim in the case (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 shall 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; and
  6. If the individual re-offends after successful completion of the Serial Inebriate Program, he or she shall be eligible to participate in the CATC Program again.



- H. CONTRACTOR will provide professional and licensed staffing levels as required by State of California Welfare and Institutions Code Sections 5170, et seq. CONTRACTOR will maintain a visiting physician for five to ten hours per week for medical oversight and supervision. CONTRACTOR will maintain medically trained personnel for 16 hours a day, seven days per week.
- I. CONTRACTOR will provide three nutritious meals a day, seven days per week. A dietician will review and annually evaluate all meals provided to participants 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.
- J. CONTRACTOR will provide transportation to and/or from CATC 24-hours per day, seven days per week, as needed.
- K. CONTRACTOR will develop ongoing associations with local alcohol and drug treatment providers and will provide contact information for 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/or County of Sacramento.

**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 Federal regulations specified in 24 Code of Federal Regulations ("CFR"), Part 570.506, 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;
- A record demonstrating that each activity undertaken meets one of the National Objectives of the Community Development Block Grant ("CDGB") 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 Office of Management and Budget 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 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 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 COUNTY 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 CONTRACTOR shall be given the opportunity to participate in the evaluation process and to respond.

**X. ADDITIONAL REQUIREMENTS**

A. CONTRACTOR shall satisfy the service requirements contained in the CDBG Scope of Work attached hereto as Attachment 1.

B. The City Council-appointed Consolidated Social Service Complex Community Advisory Committee shall be designated the advisory committee for the CATC Program.

C. The CATC Program activities eligible under this MOU include the following:

1. Personnel expenses;
2. Capital equipment and furnishings;
3. Program operations;
4. Administrative expenses; and
5. Facility rent (paid to COUNTY).

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

Date: June 27, 2006

### **APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO CONCERNING THE FUNDING OF OPERATIONS OF THE COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM**

#### **BACKGROUND**

- A. The City supports the operation of the Comprehensive Alcohol Treatment Center ("CATC") Program, operated by the Volunteers of America, which is a medically-based program that places chronic street alcoholics in civil protective custody for observation and treatment and keeps such persons from being a danger to themselves or others. To this end, the City has previously entered into a Memorandum of Understanding with the Department of Human Assistance of the County of Sacramento ("County") to contribute a portion of the annual operation cost for the CATC Program, and that said Memorandum of Understanding is set to expire at the end of this fiscal year.
- B. The City will agree to extend this funding for an additional year and the City's contribution for Fiscal Year 2006/2007 is not to exceed the amount of \$708,351.

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

- Section 1. The City manager is authorized to execute a Memorandum of Understanding with the County of Sacramento, Department of Human Assistance.

