

**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 5th 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

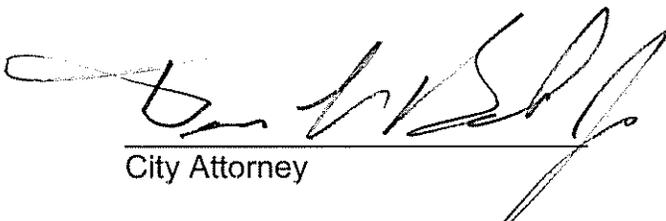
By _____
Bruce Wagstaff, Director
Department of Human Assistance

By _____
Ray Kerridge, City Manager

"COUNTY"

"CITY"

APPROVED TO AS FORM:



City Attorney

City Clerk

COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM SCOPE OF SERVICES

I. SERVICE LOCATION

Comprehensive Alcoholism Treatment Center ("CATC")
700 North 5th 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 ("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 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).