

# **MEMORANDUM OF UNDERSTANDING BETWEEN LAKE COUNTY SOCIAL SERVICES AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR SHORT TERM LOAN**

This Memorandum of Understanding (MOU) is made and entered into by and between the Lake County Department of Social Services, hereinafter referred to as “LCDSS,” and Lake County Behavioral Health Services hereinafter referred to as “LCBHS,” collectively referred to as the “parties.” The LCDSS Director shall administer this MOU on behalf of LCDSS.

**WHEREAS**, the Behavioral Health Services Department has a deficit fund balance due to lack of reimbursement for Medicaid claims from March 2023 to present that must be resolved to continue to pay their vendors and staff; and

**WHEREAS**, the Behavioral Health Services Department has requested a short-term loan in the amount of \$1,000,000 from the Department of Social Services 1991 Realignment funds as allowable; and

**WHEREAS**, the provisions of 1991 Realignment funding allow for the transfer of funds among the Health, Mental Health, and Social Services accounts with approval from the Board of Supervisors to ensure the most cost-effective provision of services; and

**WHEREAS**, this approval from the Board of Supervisors was granted during a regular meeting on March 19, 2024; and

**WHEREAS**, the loan will be repaid in full by June 30, 2025.

## **1. TERM**

This MOU shall commence on April 1, 2024 and shall terminate on June 30, 2025 unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this MOU, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

## **2. COMPENSATION**

LCDSS agrees to provide a short-term loan in the amount of One Million Dollars (\$1,000,000) to LCBHS free of interest.

## **3. TERMINATION**

This MOU may be terminated by mutual consent of the parties or by the LCDSS Director upon 30 days written notice to LCBHS.

## **4. MODIFICATION**

This MOU may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services that do not affect the compensation may be modified by mutual written consent of LCBHS and LCDSS Director.

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SERVICES FOR SHORT TERM LOAN**

**5.     NOTICES**

All notices between the parties shall be in writing addressed as follows:

LCDSS  
P.O. Box 9000  
Lower Lake, CA 95457

Lake County Behavioral Health Services  
P.O. Box 1024  
Lucerne, CA 95458

**6.     PROCESS**

Funds will be transferred in the most efficient manner available to the Departments.

**7.     TERMS AND CONDITIONS**

LCBHS warrants that it will comply with all terms and conditions of this MOU and Exhibits, and all other applicable federal, state, and local laws, regulations and policies.

This MOU constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on \_\_\_\_\_.

COUNTY OF LAKE

ATTEST: SUSAN PARKER  
Clerk to the Board of Supervisors

\_\_\_\_\_  
CHAIR, Board of Supervisors

By:\_\_\_\_\_

APPROVED AS TO FORM:  
LLOYD GUINTIVANO

County Counsel

By:\_\_\_\_\_

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SOCIAL SERVICES AND LAKE COUNTY BEHAVIORAL HEALTH  
SERVICES FOR SHORT TERM LOAN**

LCDSS

LCBHS

\_\_\_\_\_  
Crystal Markytan, Social Services Director

\_\_\_\_\_  
Elise Jones, Behavioral Health Services  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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