

**MEMORANDUM OF UNDERSTANDING BETWEEN LAKE COUNTY  
DEPARTMENT OF SOCIAL SERVICES AND LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES FOR MENTAL HEALTH AND  
SUBSTANCE ABUSE SERVICES FOR THE CALWORKS WELFARE-TO-  
WORK PROGRAM**

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.

**1. TERM**

This MOU shall commence on July 1, 2024, and shall terminate on June 30, 2027, 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**

LCBHS has been selected by LCDSS to provide the services described hereunder in Exhibit “A” (Scope of Services), incorporated herein by this reference. Total compensation to LCBHS shall not exceed the California Work Opportunity and Responsibility to Kids (CalWORKs) Mental Health and Substance Abuse allocation for Lake County per fiscal year. Fifty Thousand Dollars (\$50,000.00) out of the CalWORKs Mental Health and Substance Abuse allocation must be reserved for residential treatment payments and will be addressed in a separate MOU.

LCDSS shall compensate LCBHS for services in accordance with Exhibit “B” (Fiscal Provisions), attached hereto and incorporated herein. Compensation to LCBHS is contingent upon appropriation of federal, state and county funds.

**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.

In the event of non-appropriation of funds for the services provided under this MOU, LCDSS Director will terminate this MOU, without termination charge or other liability.

Upon termination, LCBHS shall be paid a prorated amount for the services provided up to the date of termination.

**4. MODIFICATION**

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

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**5. NOTICES**

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

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

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

**6. EXHIBITS**

The MOU Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services  
Exhibit B – Fiscal Provisions  
Exhibit C – Compliance Provisions

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**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 MOUs, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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

COUNTY OF LAKE

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

ATTEST: SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD C. GUINTIVANO


County Counsel


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

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

LCDSS

LCBHS

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

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

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**EXHIBIT “A” – SCOPE OF SERVICES**

**1. DESCRIPTION OF SERVICES**

The parties will collaborate to assess and address Mental Health and Substance Abuse related barriers to employment and training of California Work Opportunity and Responsibility to Kids (CalWORKS) Welfare-to-Work (WTW) participants. In addition to the responsibilities listed below, both parties agree to attend quarterly care coordination meetings.

**A. LCBHS Shall:**

1. Provide adequate mental health therapist(s), substance abuse counselor(s) and support staff to perform an array of mental health (MH) and substance abuse (SA) services designed to provide time-limited assistance to CalWORKs WTW participants referred due to potential MH/SA barriers to employment and training.
2. Provide training for LCDSS Employment Services (ES) staff regarding best practices in the treatment of MH/SA barriers annually, or more frequently as requested by either party.
3. Schedule initial appointment and meet with referred WTW participants within ten (10) days of receiving a referral from LCDSS ES staff, or immediately if an urgent situation occurs.
4. Conduct MH/SUDS assessments for WTW participants referred by LCDSS ES staff to determine the severity and level of need for MH/SUDS services and, based on impact of the MH/SUDS severity and need on the person, determine the ability or inability of the participant to be able to participate concurrently in other Welfare-to-Work activities that lead to employment.
5. Organize and participate in team meeting with participants and LCDSS Employment Services staff within forty-five (45) days of each participant’s referral date, to discuss assessment results and recommendations for exemption from participation (if appropriate) or needed services that address MH/SA issues identified as barriers to employment and training, and/or non-treatment services.
6. Be available for additional team meetings, organized by LCDSS ES Staff, as needed to assist in developing ES WTW employment plans for all individual WTW participants referred to LCBHS.
7. Provide individual and/or group counseling to WTW participants who participate in mental health services as appropriate, based on each participant’s MH/SA service needs.
8. Be available for crisis intervention to provide brief screening during normal work hours, including but not limited to placement in residential substance abuse treatment or hospitalization for mental health.
9. When necessary, arrange placement, monitor progress, plan for discharge, and determine continuing treatment needs for WTW participants, informing LCDSS in a timely manner and attempting to gather client/agency signatures prior to placement (if at all possible).

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10. Notify LCDSS ES staff by email with case comments or case update form, if a participant does not show up for or calls to reschedule any scheduled MH/SA appointment, provided a valid ROI is on file. LCBHS will follow up with a referral response update monthly for each participant receiving services.
11. Monitor and track participant services, participation hours, and progress.
12. Recommend any useful workshops, trainings, or other services available at LCBHS that WTW participants or staff may benefit from attending.

B. LCDSS ES shall:

1. Identify WTW participants with potential MH/SA barriers to employment and training using the Online CalWORKS Assessment Tool (OCAT).
2. Conduct initial screening of WTW participants, referring those who request or may be in need of MH/SUDS services to LCBHS for professional assessment.
3. Review recommendations made by LCBHS at team meetings and incorporate the agreed-upon treatment(s) into the participant's WTW employment plan.
4. Evaluate attendance and progress and determine good cause, exemption, or non-compliance of WTW participants in consultation with LCBHS.
5. Provide updates to LCBHS on changes in participant's WTW eligibility status, residence, contact information, participation status and requirements, and termination from the WTW program.
6. Provide training to LCBHS staff regarding LCDSS Welfare-to-Work rules and best practices based on WTW regulations annually or more frequently as requested by either party.

**2. REPORTING REQUIREMENTS**

LCBHS shall submit the following monthly reports in a format approved by LCDSS by the 10<sup>th</sup> of the month following the report period.

- A. Case updates for every participant, which includes individual progress and individual participation.
- B. A summary report that lists total number of clients and total services provided.

**3. MONITORING REQUIREMENTS**

LCBHS shall be subject to monitoring by LCDSS, allowing full access to the information requested for monitoring purposes.

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**4. RECORDS RETENTION**

LCBHS shall prepare, maintain and/or make available to LCDSS upon request, all records and documentation pertaining to this MOU, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this MOU. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, LCBHS shall retain the records until resolution of litigation or audit. After the retention period has expired, LCBHS assures that confidential records shall be shredded and disposed of appropriately.

**5. GRIEVANCE**

LCBHS agrees to provide a procedure through which recipients of MOU services shall have the opportunity to grieve or complain regarding service.

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**EXHIBIT "B" – FISCAL PROVISIONS**

**1. BUDGET**

LCBHS shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the LCDSS Director. LCBHS shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the LCDSS Director.

**2. EXPENDITURE OF FUNDS**

A. MOU funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. MOU funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. LCDSS Director reserves the right to refuse payment to LCBHS or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

**3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS**

LCBHS shall maintain an inventory of all equipment purchased with MOU funds and shall submit a copy of said inventory along with LCBHS's June invoice or upon termination of the MOU. All equipment purchased with MOU funds is the property of LCDSS and shall be delivered to LCDSS if no longer needed or upon termination of the MOU.

**4. CONTRACTOR'S FINANCIAL RECORDS**

LCBHS shall keep financial records for funds received hereunder, separate from any other funds administered by LCBHS, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**5. INVOICES**

A. LCBHS shall submit quarterly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 20<sup>th</sup> of the month following the quarter in which services were provided, except for the quarter of April, May, and June.

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- B. For the quarter of April, May, and June:
1. Funding for this MOU is appropriated on a fiscal year basis. LCDSS is not able to compensate LCBHS after the close of the fiscal year period.
  2. To ensure LCBHS is properly compensated, LCBHS shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5<sup>th</sup> of the fiscal year period.
  3. LCBHS shall follow up by submitting invoices for actual expenses, as stated hereinabove, including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.
- C. LCDSS shall review and approve LCBHS's invoices and make payment within fifteen (15) days of approval.

**6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

- A. Contractors that expend \$750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Part 200 of the Office of Management and Budget (OMB) Guidance, and a copy submitted to the:

Lake County Department of Social Services  
Attn: Program Manager  
P.O. Box 9000  
Lower Lake, CA 95457

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

LCBHS shall ensure that LCDSS-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For LCDSS contracts that do not have CFDA numbers, the LCBHS shall ensure that the LCDSS funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Social Services.



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**EXHIBIT “C” – COMPLIANCE PROVISIONS**

**1. INFORMATION INTEGRITY AND SECURITY**

A. LCBHS ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. LCBHS shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to LCBHS’s work under this MOU.

**2. NON-DISCRIMINATION**

A. LCBHS shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. LCBHS shall comply with and annually sign the LCDSS “Assurance of Compliance” form.

**3. ABUSE REPORTING REQUIREMENTS**

A. LCBHS shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165.6, are reported to LCDSS Child Welfare Services.

B. LCBHS shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610.07, are reported to LCDSS Adult Protective Services.

**4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. LCBHS certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this MOU, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft,

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forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this MOU, had one or more public transactions terminated for cause or default.

B. LCBHS shall report immediately to LCDSS Director, in writing, any incidents of alleged fraud and/or abuse by either LCBHS or LCBHS's subcontractor. LCBHS shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by LCDSS Director.

**5. CHILD SUPPORT**

LCBHS shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

**6. PAYROLL TAXES AND DEDUCTIONS**

LCBHS shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**7. CONTRACTS IN EXCESS OF \$100,000**

LCBHS shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, ~~Part 15~~<sup>66</sup> and Executive Order 11738).

E. Public Contract Code Section 10295.3.

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**8. INDEMNIFICATION AND HOLD HARMLESS**

LCBHS shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with LCBHS's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

**9. STANDARD OF CARE**

LCBHS represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

**10. INTEREST OF CONTRACTOR**

LCBHS assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

**11. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

**12. ASSIGNMENT**

LCBHS shall not assign any interest in this MOU and shall not transfer any interest in the same without the prior written consent of LCDSS Director except that claims for money due or to become due LCBHS from LCDSS under this MOU may be assigned by LCBHS to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this MOU except for those specifically consented to by both parties or as stated above shall be void.

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**13. OWNERSHIP**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by LCBHS hereunder are the property of the County of Lake.

**14. ADHERENCE TO APPLICABLE DISABILITY LAW**

LCBHS shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**15. HIPAA COMPLIANCE**

LCBHS will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**16. SAFETY RESPONSIBILITIES**

LCBHS will adhere to all applicable CalOSHA requirements in performing work pursuant to this MOU. LCBHS agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this MOU.

**17. JURISDICTION AND VENUE**

This MOU shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this MOU or performance thereof shall be in Lake County, California. LCBHS waives any right of removal it might have under California Code of Civil Procedure Section 394.

**18. RESIDENCY**

All independent contractors providing services to LCDSS for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this MOU shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

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**20. SEVERABILITY**

If any provision of this MOU is held to be unenforceable, the remainder of this MOU shall be severable and not affected thereby.

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# BHS-DSS-CalWORKs-MOU-CoCo

Final Audit Report

2024-02-14

Created:	2024-02-14
By:	Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov)
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