

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY
DEPARTMENT OF SOCIAL SERVICES AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES FOR RESIDENTIAL TREATMENT PAYMENTS FOR CHILD
WELFARE SERVICES CLIENTS**

This MOU is made and entered into by and between the County of Lake through its 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".

1. TERMS

This MOU shall commence on July 1, 2020, and shall continue until terminated as below.

2. COMPENSATION

Compensation to LCBHS shall not exceed one hundred twenty thousand dollars (\$120,000.00) per fiscal year. 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 upon 30 days written notice by either party to the other.

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 the LCDSS Director.

5. NOTICES

All notices that are required to be given by one party to the other under this MOU shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

LCBHS
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

Both parties warrant that they 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


ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

CHAIR, Board of Supervisors

By: _____

APPROVED AS TO FORM:
ANITA L. GRANT

County Counsel

By:  _____

LCDSS

LCBHS



Crystal Markytan (Apr 28, 2021 11:23 PDT)

Crystal Markytan, Social Services Director



Todd Metcalf (Apr 28, 2021 12:40 PDT)

Todd Metcalf, Behavioral Health Services
Administrator

Date: 04/28/2021

Date: 04/28/2021

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EXHIBIT A - SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

A. LCDSS shall:

1. Identify and refer Child Welfare Services clients who appear to need MH/AODS services to Behavioral Health for intake and assessment.
2. Be responsible for payment to LCBHS for placement detoxification and/or residential treatment costs upon receipt of invoice from LCBHS.

B. LCBHS shall:

1. Assess and determine client need for residential treatment including determination of appropriate treatment facility and length of placement.
2. Inform CWS social worker of placement as soon as possible, preferably prior to placement. Determine hierarchy of funding available to cover placement, set up all billing arrangements and assume payment responsibility for timely direct payments to the treatment facility for entire cost of placement.
3. Bill Drug Medi-Cal for all covered costs of placement.
4. Invoice DSS for detoxification and/or residential treatment costs not covered by Drug Medi-Cal as soon as possible but no later than 30 days from receipt of Medi-Cal payment.

2. GRIEVANCE

Both parties agree to provide a procedure through which recipients of services shall have the opportunity to grieve or complain regarding service.

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EXHIBIT "B" – FISCAL PROVISIONS

1. INVOICES

A. LCBHS shall submit invoices as needed, per client, in the format approved by LCDSS, based on actual expenses, no later than the 15th of the month following the month in which services were provided, except for the months of May and June.

B. For the months of 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 5th of the fiscal year period.
3. LCBHS shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 1A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve invoices and make payment within fifteen (15) days of approval.

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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 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, 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, are reported to LCDSS Adult Protective Services.

4. 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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CWS-LCBHS-LCDSS-SUD-MOU

Final Audit Report

2021-04-28

| | |
|-----------------|--|
| Created: | 2021-04-28 |
| By: | Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAvczgyPWJJ0yYj5iWXua0hs-BxcKwWAKc |

"CWS-LCBHS-LCDSS-SUD-MOU" History

-  Document created by Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov)
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-  Document e-signed by Crystal Markytan (Crystal.Markytan@lakecountyca.gov)
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CWS-LCBHS-LCDSS-SUD-MOU-Signed DSS

Final Audit Report

2021-04-28

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|-----------------|--|
| Created: | 2021-04-28 |
| By: | Stephanie Wilson (Stephanie.Wilson@lakecountyca.gov) |
| Status: | Signed |
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"CWS-LCBHS-LCDSS-SUD-MOU-Signed DSS" History

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