

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE
COUNTY DEPARTMENT OF HEALTH SERVICES, PUBLIC HEALTH
DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES
FOR THE 2026 PRIDE FAIR**

This Memorandum of Understanding (MOU) is made and entered into by and between Lake County Behavioral Health Services, hereinafter referred to as “LCBHS,” and Lake County Health Services Department, hereinafter referred to as “LCHSD,” collectively referred to as the “parties.”

1. SERVICES

Subject to the terms and conditions set forth in this Agreement, the parties shall provide the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. TERM

This MOU shall commence on April 1, 2026 and shall terminate on June 30, 2026.

3. PURPOSE

This Memorandum of Understanding (MOU) establishes the terms under which Lake County Behavioral Health Services (LCBHS) will provide Opioid Abatement Settlement Funds (OSF) to Lake County Health Services Department (LCHSD) to support opioid-related prevention and outreach activities conducted in connection with the 2026 Pride Fair.

4. COMPENSATION

LCHSD has been selected by LCBHS to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation from LCBHS shall not exceed eight hundred sixty seven dollars (\$867.00). LCBHS shall compensate LCHSD for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided that LCHSD is not in default under any provisions of this agreement. Compensation to LCHSD is contingent upon appropriation of federal, state and county funds.

5. TERMINATION

This MOU may be terminated by mutual consent of the parties or upon 30 days written notice by either party to the other.

In the event of non-appropriation of funds for the services provided under this Agreement, LCBHS may terminate this Agreement, without termination charge or other liability.

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

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6. 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 the LCHSD Director.

7. 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.

County of Lake
Behavioral Health Services Department
Po Box 1024
Lucerne, CA 95458

County of Lake
Health Services Department
922 Bevins Court
Lakeport, CA 95453

8. 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

9. TERMS AND CONDITIONS

Both parties warrant that they will comply with all terms and conditions of the MOU and Exhibits and all other applicable Federal, State, and local laws, regulations, and policies.

10. INTEGRATION

This MOU, including attachments, 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 _____

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COUNTY OF LAKE

ATTEST: SUSAN PARKER

CHAIR, Board of Supervisors

By _____
Clerk to the Board

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By:  _____

Signed by: Jackson Berumen
Deputy County Counsel

LAKE COUNTY BEHAVIORAL
HEALTH SERVICES

Elise Jones

Elise Jones (Jun 3, 2026 09:30:50 PDT)
Elise Jones
Behavioral Health Services Director
Date: 06/03/2026

LAKE COUNTY HEALTH SERVICES
DEPARTMENT

Stephen L. Carter Jr

Stephen L. Carter Jr (Jun 3, 2026 08:49:01 PDT)
Stephen Carter
Interim Health Services Director
Date: 06/03/2026

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EXHIBIT A - SCOPE OF SERVICES

1. LCHSD RESPONSIBILITIES

A. LCHSD shall:

- Submit a brief report to LCBHS within **30 days following the 2026 Pride Fair**, including:
- Description of activities conducted and how they supported opioid abatement efforts
- Number of individuals reached
- Number of individuals provided with substance use-related information or resources
- Copies or examples of outreach materials used
- Any relevant photos or documentation of activities

B. LCBHS shall:

- Reimburse LCHSD for eligible costs associated with the event, in an amount not to exceed \$867.
- Reimbursement shall be made on a cost-reimbursement basis upon submission of: Invoice, supporting receipts and documentation of expenditures

2. DESCRIPTION OF SERVICES

A. LCHSD shall:

- a. Submit all requests for payment following procedures for inner county department transfer requests using the Inter-Department Charges (IDC) and Inter-Department Services (IDS) forms found:
<http://lcnnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Auditor/General+Ledger/IDC-IDS.pdf>

LCBHS shall review and approve the IDC/IDS payment request within fifteen (15) days of approval.

3. GRIEVANCE PROCESS

1. Parties must establish a written grievance process for reviewing and attempting to resolve complaints. At a minimum the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.

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- b. Written notification to the complainant of the results of the review.
- c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party.

2. LCHSD must notify all individuals of the grievance process available to them by posting notification of the process in visible and accessible areas and advising homebound individuals of the process.

3. RECORDS RETENTION. LCHSD shall prepare, maintain and/or make available to LCBHS upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, LCHSD shall retain the records until resolution of litigation or audit. After the retention period has expired, LCHSD assures that confidential records shall be shredded and disposed of appropriately

EXHIBIT "B" - FISCAL PROVISIONS

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

AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

- a. LCHSD warrants that it shall comply with all audit requirements established by LCBHS and will provide a copy of LCHSD's Annual Independent Audit Report, if applicable.
- b. LCBHS may conduct periodic audits of LCHSD's financial records, notifying LCHSD no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. LCHSD shall allow LCBHS,

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or other appropriate entities designated by LCBHS, access to all financial records pertinent to this Agreement.\

- c. LCHSD shall reimburse LCBHS for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of LCBHS.

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EXHIBIT "C" - COMPLIANCE PROVISIONS

1. NON-DISCRIMINATION

- A. County of Lake Health Services, Lake County Behavioral Health Services, and its subcontractors shall not unlawfully discriminate or harass any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 50), marital status, use of family care leave, and any other characteristics covered under State and federal law. County of Lake Health Services Department and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Compliance with Law.

County of Lake Health Services, Lake County Behavioral Health Services, and their subcontractors agree to comply with all Federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by Federal, the State, or locally, to assure the quality of service. Grantee agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.

2. SEVERABILITY

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

3. COMPLIANCE

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A. All funds must be used in accordance with applicable Opioid Settlement Agreement requirements and allowable use guidelines.

B. LCBHS reserves the right to withhold or deny reimbursement for any costs that are not adequately documented or determined to be non-compliant.

4. INFORMATION INTEGRITY AND SECURITY.

- a. LCHSD shall immediately notify LCBHS of any known or suspected breach of personal, sensitive and confidential information related to LCHSD's work under this Agreement.

5. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

LCHSD certifies to the best of its knowledge and belief, that it and its subcontractors:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not, within a three-year period preceding this Agreement, 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, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. 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
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

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

6. INDEMNIFICATION AND HOLD HARMLESS.

- a. Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision

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shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

LCHSD's obligations under this Section shall survive the termination of the Agreement

7. STANDARD OF CARE.

- a. LCHSD 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 LCHSD or designated subcontractors, in a manner according to generally accepted practices.

8. INTEREST OF LCHSD.

- a. LCHSD 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.

9. DUE PERFORMANCE – DEFAULT

- a. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.
- b. Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

11. ATTORNEY'S FEES AND COSTS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, 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.

- a. LCHSD shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of LCBHS except that claims

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for money due or to become due LCHSD from LCBHS under this Agreement may be assigned by LCHSD to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCBHS. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

13. PAYROLL TAXES AND DEDUCTIONS.

- a. LCHSD shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

14. ADHERENCE TO APPLICABLE DISABILITY LAW.

- a. LCHSD 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.

- a. LCHSD 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) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

16. SAFETY RESPONSIBILITIES.

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

17. NO THIRD-PARTY BENEFICIARIES.

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

18. PUBLIC RECORDS ACT.

- a. LCHSD is aware that this Agreement and any documents provided to LCBHS may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of LCHSD to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that LCBHS agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

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MOU LCBHS and LCHSD Pride Fair 2026

Final Audit Report

2026-06-03

Created:	2026-06-03
By:	Sarah Miller (sarah.miller@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAak6OtFhBgTMETozeMqwOb7FvX1KupeDGU

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-  Document created by Sarah Miller (sarah.miller@lakecountyca.gov)
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-  Document emailed to elise.jones@lakecountyca.gov for signature
2026-06-03 - 3:00:53 PM GMT
-  Document emailed to stephen.carter@lakecountyca.gov for signature
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-  Email viewed by stephen.carter@lakecountyca.gov
2026-06-03 - 3:44:53 PM GMT- IP address: 208.91.28.66
-  Signer stephen.carter@lakecountyca.gov entered name at signing as Stephen L Carter Jr
2026-06-03 - 3:48:59 PM GMT- IP address: 208.91.28.66
-  Document e-signed by Stephen L Carter Jr (stephen.carter@lakecountyca.gov)
Signature Date: 2026-06-03 - 3:49:01 PM GMT - Time Source: server- IP address: 208.91.28.66 - Signature Appearance Selected: DRAW
-  Email viewed by elise.jones@lakecountyca.gov
2026-06-03 - 4:30:27 PM GMT- IP address: 208.91.28.66
-  Signer elise.jones@lakecountyca.gov entered name at signing as Elise Jones
2026-06-03 - 4:30:48 PM GMT- IP address: 208.91.28.66
-  Document e-signed by Elise Jones (elise.jones@lakecountyca.gov)
Signature Date: 2026-06-03 - 4:30:50 PM GMT - Time Source: server- IP address: 208.91.28.66 - Signature Appearance Selected: TYPE
-  Agreement completed.
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