

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE
COUNTY DEPARTMENT OF HEALTH SERVICES, PUBLIC HEALTH
DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES
FOR THE SAFE RX COALITION FY 2022-23**

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. TERM

This MOU shall commence on July 1, 2022, and shall continue until terminated as below.

2. COMPENSATION

Compensation from LCBHS shall not exceed forty thousand dollars (\$40,000.00). Compensation from LCBHS is contingent upon the 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 the scope of services that do not affect the compensation may be modified by mutual written consent of LCBHS and the LCHSD 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.

County of Lake
Behavioral Health Services Department
6302 Thirteenth Ave.
Lucerne, CA. 95458

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

6. EXHIBITS

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

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

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: SUSAN PARKER

CHAIR, Board of Supervisors

By _____
Clerk to the Board

APPROVED AS TO FORM:
ANITA L. GRANT

County Counsel

By: _____



LAKE COUNTY BEHAVIORAL
HEALTH SERVICES

LAKE COUNTY HEALTH SERVICES
DEPARTMENT

Todd Metcalf, M.P.A.
Behavioral Health Services Director

Jonathan Portney, MPH
Health Services Director

Date: _____

Date: _____

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EXHIBIT A - SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

A. LCHSD shall:

- 1) Facilitate SafeRx meetings monthly and/or quarterly. SafeRx will address relevant information as it pertains to Lake County's opioid prescribing, use and misuse, including but not limited to:
 - a) Opioid use
 - b) Substance use and mental health disorders
 - c) Comprehensive access to services
 - d) Increase communities perception of harm
- 2) Increase collaboration with community partners whos efforts align with SafeRx's goals.
- 3) Increase public education.
- 4) Increase media outreach.
- 5) Lake County Health Services Department, Public Health Staff will focus on SafeRx and its projects. This position will be employed by, and report to, Lake County Health Services Dept. and provide a report to Lake County Behavioral Health Services as it relates to SafeRx activities. The Health Services Department will be responsible for the facilitation of:
 - a) Engage key stakeholders as part of the coalition.
 - b) Establish small workgroups as needed.
 - c) Define and establish common goals of the coalition and prioritization those goals.
 - d) Drive established projects with stakeholders, VISTA's, and agencies to accomplish predetermined goals.
 - e) Identify strategies and jointly monitor outcomes with the coalition and governing board.
 - f) Guide the core team in decision-making.
 - g) Establish a meeting schedule for the coalition and arrange meeting logistics.
- 6) Provide meeting materials as it relates to SafeRx meetings and events to the community and stakeholders.

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B. LCBHS shall:

- 1) Participate as members of the SafeRx coalition, assist in facilitating necessary collaboration, public education, media outreach, stigma reduction and work towards removing barriers in the delivery of SafeRx efforts.
- 2) Support the SafeRx coalition in efforts to align strategies and best practices in the delivery of education and reduction of overprescribing in Lake County.

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. 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://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Auditor/General+Ledger/IDC-IDS.pdf>
- b. To ensure that LCBHS will compensate in a timely manner invoices using the IDC/IDS form should be submitted by July 5th and January 5th of the fiscal period and follow the following dates and amounts
 - i) 07/01/2022- twenty thousand dollars (\$20,000)
 - ii) 01/01/2023- twenty thousand dollars (\$20,000)
- c. Funding for this MOU is appropriated on a fiscal year basis. LCBHS is not able to compensate LCHSD after the close of the fiscal year period.
- d. LCBHS shall review and approve the IDC/IDS payment request within fifteen (15) days of approval.

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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.

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