

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY  
DEPARTMENT OF SOCIAL SERVICES, EMPLOYMENT SERVICES DIVISION, AND  
LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR RESIDENTIAL  
TREATMENT "ROOM AND BOARD" PAYMENTS FOR WELFARE-TO-WORK  
LINKAGES 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 fifty thousand dollars (\$50,000.00) 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 (Dec 30, 2020 10:40 PST)  
Crystal Markytan, Social Services Director

  
Todd Metcalf (Dec 28, 2020 20:39 PST)  
Todd Metcalf, Behavioral Health Services  
Administrator

Date: 12/30/2020

Date: 12/28/2020

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**EXHIBIT A - SCOPE OF SERVICES**

**1. DESCRIPTION OF SERVICES**

**A. LCDSS shall:**

1. Identify and refer Welfare-to-Work and Linkages clients who appear to need MH/AODS services to Behavioral Health for intake and assessment.
2. Initiate WTW contract and paperwork signing with client.
3. Be responsible for payment to LCBHS for placement 'room and board' costs upon receipt of invoice from LCBHS.
4. Determine funding source (Single Allocation or Family Stabilization) and initiate warrant payment as supportive service request through the C-IV system.

**B. LCBHS shall:**

1. Assess and determine client need for residential treatment including determination of appropriate treatment facility and length of placement.
2. Inform DSS SUDS worker of placement as soon as possible, preferably prior to placement so WTW client contract and paperwork can be signed by client
3. 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.
4. Bill Drug Medi-Cal for all covered costs of placement.
5. Invoice DSS for 'room and board' 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 20<sup>th</sup> 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 5<sup>th</sup> 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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# LCBHS-LCDSS-SUD MOU

Final Audit Report

2020-12-29

Created:	2020-12-29
By:	Stephanie Wilson (Stephanie.Wilson@lakecountyca.gov)
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## "LCBHS-LCDSS-SUD MOU" History

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