

**MEMORADUM OF UNDERSTANDING BETWEEN  
LAKE COUNTY TRIBAL HEALTH CONSORTIUM AND  
LAKE COUNTY BEHAVIORAL HEALTH SERVICES**

This Memorandum of Understanding (MOU) is made and entered into by and between Lake County Tribal Health Consortium, hereinafter referred to as “LCTHC,” and Lake County Behavioral Health Services, hereinafter referred to as “LCBHS,” collectively referred to as the “parties,” in a mutual interest to serve community members experiencing behavioral health challenges through establishing a referral pathway and continuum of care.

LCTHC provides comprehensive healthcare services, including behavioral healthcare services, to Lake County residents with a focus on tribal members; and

LCBHS provides a wide range of specialty behavioral health services at its Lucerne and Clearlake clinics and Countywide; and

LCTHC and LCBHS agree that partnering together to identify referral pathways that provide a continuum of care is in the best interest of the community in-line with the following principles:

- A. Enhance the current relationship between LCTHC and LCBHS and assure ongoing communication.
- B. Provide timely, appropriate, and quality services to beneficiaries.

1. **TERM**

This MOU shall commence on July 1, 2021 and shall terminate on June 30, 2024 unless earlier terminated as hereinafter provided. If a new MOU is not executed before July 1, 2024, both parties agree to act in good faith to coordinate care for Lake Count residents and beneficiaries until a new MOU is executed.

2. **COMPENSATION**

Does not apply.

3. **TERMINATION**

This MOU may be terminated by mutual consent of the parties.

4. **MODIFICATION**

This MOU may only be modified by a written amendment hereto, executed by both parties.

5. **NOTICES**

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

LCTHC  
925 Bevins Court  
Lakeport, CA 95453

LCBHS  
PO Box 1024  
Lucerne, CA 95458

6. **EXHIBITS**

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

Exhibit A – Compliance Provisions

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

THEREFORE, the Parties agree to the following:

A. Lake County Behavioral Health Services agrees to:


1. A designee, to be determined by the Clinical Deputy Director, shall participate in monthly care coordination activities for both Mental Health and Substance Use Disorder Treatment Services. This may include a regularly scheduled meeting or call.
2. Accept referrals from LCTHC to provide behavioral health services for eligible individuals.
3. Eligibility for LCBHS services is determined by an LCBHS staff member:
  - i. Adults with Severe Mental Illness (SMI), as defined by the presence of a qualifying mental health diagnosis and resulting functional impairments and risk factors linked to the mental disorder, are eligible for LCBHS services.
  - ii. Children age five (5) to seventeen (17) with Severe Emotional Disturbance (SED), as defined by the presence of a qualifying mental health diagnosis and resulting functional impairments and risk factors linked to the mental disorder, are eligible for LCBHS services.
4. Where individuals meet criteria for LCBHS services but may, for clinical continuity, fit issues, or to ensure culturally appropriate and response services, continue to be served by LCTHC in some capacity, LCBHS will coordinate and collaborate with regard to the care and services provided. Both parties understand that LCBHS services are voluntary.

B. Lake County Tribal Health Clinic agrees to:

1. Make referrals to LCBHS for behavioral health services, based on provider's observation of behavioral health needs, issues, or challenges. Referrals will include, at a minimum, the reason(s) for referral, such as presenting problems and/or diagnosis, a copy of the medical record that documents the presenting issues, and contact information for the client.
2. Coordinate and collaborate care for mutually served clients, where appropriate.

3. Participate in monthly care coordination activities for both Mental Health and Substance Use Disorder Treatment Services. This may include a regularly scheduled meeting or call.

**Lake County Tribal Health Consortium**

By:   
Ernesto Padilla, Chief Executive Officer

Date: 08/10/2021

**Lake County Behavioral Health Services**

By:   
Todd Metcalf (Aug 6, 2021 13:10 PDT)  
Todd Metcalf, Director

Date: 08/06/2021

## **EXHIBIT “A” – 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 LCTHC 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 LCTHC “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. 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, 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 LCTHC 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 LHTHC 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 and Executive Order 11738).

E. Public Contract Code Section 10295.3.

#### 8. 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 LCBHS or designated subcontractors, in a manner according to generally accepted practices.

#### 9. 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.

#### 10. 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.

#### 11. 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 LCTHC Director except that claims for money due or to become due LCBHS from LCTHC 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 LCTHC. 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.

#### 12. OWNERSHIP

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

#### 13. 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.

14. 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) and will make its best efforts to preserve data integrity and the confidentiality of protected health information.

15. 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.

16. 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.

17. RESIDENCY

All independent contractors providing services to LCTHC 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.

18. 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.

19. 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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