MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

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, 2026, and shall terminate on June 30, 2028.

2. COMPENSATION

Compensation from LCBHS under this MOU shall not exceed one hundred sixty thousand dollars ($160,000) for the full term of the MOU, funded through Opioid Settlement Funds (OSF), at a rate not to exceed eighty thousand dollars ($80,000) per fiscal year.

Compensation is contingent upon the continued availability and appropriation of Opioid Settlement Funds.

Nothing in this MOU shall obligate LCBHS to expend funds beyond appropriations authorized by the Lake County Board of Supervisors.

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, administrative or reporting requirements that do not materially alter the scope of services or compensation may be modified by mutual written agreement of the parties.

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
Po Box 1024
Lucerne, CA 95458

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

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

7. 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.

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 conducted between the parties.

Executed at Lakeport, California on_____

COUNTY OF LAKE

_____

CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER

By_____

Clerk to the Board

LAKE COUNTY BEHAVIORAL HEALTH SERVICES

Elise Jones
Elise Jones (Oct 21, 2026 19:45:34 PDT)

Elise Jones
Behavioral Health Services Director
Date: 10/21/2026

LAKE COUNTY HEALTH SERVICES DEPARTMENT

Lisa Faraco
Lisa Faraco (Oct 21, 2026 17:10:44 PDT)

Lisa Faraco
Health Services Director
Date: 10/21/2026

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

APPROVED AS TO FORM:
Carlos Torrez
Sr. Deputy County Counsel

By: Carlos Torrez

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

EXHIBIT A - SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

A. LCHSD shall:

1) Facilitate SafeRx meetings. 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) Harm reduction

2) Lake County Health Services Department shall designate staff to serve as the SafeRx Coordinator. The SafeRx Coordinator position shall be employed and supervised by LCHSD and funded through this MOU.

   The SafeRx Coordinator shall:

   a) Facilitate and coordinate SafeRx coalition meetings and activities.

   b) Establish and coordinate workgroups, as necessary, to advance the objectives identified in the annual SafeRx work plan.

   c) Engage healthcare providers, behavioral health partners, public safety agencies, schools, community-based organizations, and other stakeholders involved in opioid prevention, harm reduction, treatment, recovery, and public health initiatives.

   d) Coordinate community education, prevention, and outreach efforts related to opioid misuse, overdose prevention, stigma reduction, and safe prescribing practices.

   e) Identify strategies and monitor progress and outcomes in coordination with the SafeRx coalition and LCBHS.

   f) Support implementation of strategies aligned with Opioid Settlement Fund priorities and approved county opioid remediation activities.

   g) Collect, maintain, and submit data and outcome reporting required by LCBHS related to Opioid Settlement Fund activities.

   h) Provide reports, performance metrics, and supporting documentation in accordance with Section 2 below.

i) Maintain documentation supporting expenditures, activities, deliverables, and outcomes funded through this MOU.

j) Provide meeting materials related to SafeRx meetings and events to the community and stakeholders.

k) Annual Work Plan. Prior to submission of the annual IDC/IDS request, LCHSD shall submit to LCBHS for review and approval an annual SafeRx work plan identifying planned activities, objectives, anticipated deliverables, proposed performance measures, and expected outcomes for the applicable fiscal year. Material changes to the approved work plan shall require prior written approval from LCBHS.

l) Opioid Settlement Fund Eligibility**.** All activities and expenditures charged to this MOU shall support County-approved opioid remediation purposes consistent with Exhibit E of the National Opioid Settlement Agreements, including Schedule A, Core Strategies, and Schedule B, Approved Uses, and applicable State and County Opioid Settlement Fund requirements. Activities and expenditures outside the approved SafeRx scope or unrelated to allowable opioid remediation purposes shall not be charged to this MOU.

B. LCBHS shall:

1) Participate as members of the SafeRx coalition, assist in facilitating necessary cabinet, council, commission, and legislative policy changes, and work to remove system barriers.

2) Support the SafeRx coalition in efforts to align strategies and best practices for Lake County.

2. DATA REPORTING AND PERFORMANCE REQUIREMENTS

A. LCHSD shall submit quarterly activity, performance, and expenditure reports to LCBHS in a format approved by LCBHS. Reports shall be submitted no later than thirty (30) days following the end of each fiscal quarter unless otherwise approved in writing by LCBHS.

B. Quarterly reports shall include, as applicable:

1. SafeRx coalition meetings held, attendance, and participating organizations;
2. Workgroups established and progress on identified action items;
3. Community outreach, education, prevention, and training activities;
4. Prevention, harm-reduction, treatment-access, recovery, or other opioid-remediation activities supported through this MOU;

5. Progress toward the objectives, deliverables, and performance measures contained in the approved annual work plan;
6. Expenditures by approved budget category; and
7. Documentation and information sufficient to support County and State Opioid Settlement Fund reporting, monitoring, reconciliation, and audit requirements.

C. LCHSD shall maintain all financial, programmatic, performance, and supporting records related to this MOU for a minimum of seven (7) years following final payment under this MOU, or longer if required by applicable Opioid Settlement Fund requirements, State or federal law, audit requirements, or County policy. Such records shall be made available to LCBHS and other authorized entities upon request for monitoring, audit, evaluation, reconciliation, or compliance purposes.

3. COMPLAINTS REGARDING FUNDED ACTIVITIES

LCHSD shall maintain a reasonable process for receiving and addressing complaints regarding SafeRx activities funded under this MOU and shall notify LCBHS of any material complaint involving the use of Opioid Settlement Funds or performance under this MOU.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

EXHIBIT B - FISCAL PROVISIONS

1. PAYMENT AND FISCAL REQUIREMENTS

A. **Annual Maximum.** Funding under this MOU shall not exceed eighty thousand dollars ($80,000) in any fiscal year and shall not exceed one hundred sixty thousand dollars ($160,000) during the full term of the MOU. The annual amount represents a maximum amount available and does not constitute an automatic entitlement to the full $80,000.

B. **Annual Budget.** Prior to transfer of funds for each fiscal year, LCHSD shall submit to LCBHS for review and approval a proposed line-item budget identifying the personnel positions and FTE supported, salary and benefit costs, operating expenses, contractual or program costs, and administrative or indirect costs, if any. Only costs contained in an approved budget, or subsequently approved in writing by LCBHS, shall be eligible for funding. The annual budget shall specifically identify the SafeRx Coordinator's funded full-time equivalent (FTE) allocation. If the Coordinator performs duties outside the approved SafeRx scope, LCHSD shall maintain appropriate personnel records, including time and effort records or other auditable documentation, supporting the allocation of salary and benefit costs charged to this MOU. Only the portion of personnel costs attributable to allowable activities performed under this MOU shall be eligible for funding.

C. **Interdepartmental Transfer.** Following approval of the annual budget and work plan, LCHSD may submit an IDC/IDS request for an advance interdepartmental transfer of up to eighty thousand dollars ($80,000) for the applicable fiscal year. LCBHS shall review a complete and adequately supported request within fifteen (15) days of receipt.

D. **Reporting and Reconciliation.** LCHSD shall submit quarterly expenditure reports consistent with Exhibit A. Within sixty (60) calendar days following the close of each fiscal year, LCHSD shall provide a final fiscal reconciliation identifying actual allowable expenditures incurred against the amount transferred. Any amount determined through reconciliation, monitoring, or audit to be unspent, unsupported, unallowable, or disallowed shall be returned to LCBHS or appropriately reclassified through an interdepartmental accounting adjustment approved by LCBHS.

E. **Budget Changes.** LCHSD shall obtain prior written approval from LCBHS before making any material change to the approved annual budget, scope of services, or annual work plan.

F. **Fiscal-Year Funding.** Funding is appropriated on a fiscal-year basis. Funds provided for one fiscal year may not be carried forward or applied to a subsequent fiscal year without prior written approval from LCBHS and any additional authorization required by the County.

G. **Retroactive Costs.** Reasonable, necessary, adequately supported, and otherwise allowable SafeRx expenditures incurred on or after July 1, 2026, but prior to approval of this MOU by the Lake County Board of Supervisors, may be reimbursed or recognized under this MOU, provided such costs are consistent with the approved budget and work plan and are allowable uses of Opioid Settlement Funds.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

EXHIBIT C - COMPLIANCE PROVISIONS

1. NON-DISCRIMINATION

During the performance of this MOU, LCHSD and LCBHS shall not deny the benefits of activities funded under this MOU to any person, or unlawfully discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by applicable federal or State law. The parties shall ensure that the evaluation and treatment of employees and applicants for employment are free from unlawful discrimination. The parties shall comply with the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), applicable regulations promulgated thereunder, Government Code §§ 11135 et seq., and all other applicable federal and State nondiscrimination requirements.

2. COMPLIANCE WITH LAW

LCHSD and LCBHS shall comply with all applicable federal, State, and local laws, regulations, licensing requirements, and other applicable standards governing the activities performed under this MOU.

3. EMPLOYEE RESPONSIBILITY

Each party shall remain solely responsible for the supervision, direction, compensation, benefits, discipline, and control of its respective employees, agents, and representatives performing work under this MOU.

Nothing contained in this MOU shall be construed to create an employment relationship between one party and the employees of the other party.

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.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LAKE COUNTY HEALTH SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION AND LAKE COUNTY BEHAVIORAL HEALTH SERVICES FOR THE SafeRx COORDINATION SERVICES FUNDED THROUGH OPIOID SETTLEMENT FUNDS FOR FY 2026-27 AND 2027-28

5. OPIOID SETTLEMENT FUND COMPLIANCE

A. LCHSD agrees to comply with all applicable requirements governing the use of Opioid Settlement Funds, including any applicable State guidance, reporting requirements, expenditure restrictions, and audit requirements.

B. Funds provided under this MOU shall be used solely for approved opioid remediation purposes and shall not supplant existing funding sources.

C. LCHSD shall cooperate with LCBHS in responding to any monitoring, audit, or reporting requests related to the use of Opioid Settlement Funds.

D. LCHSD shall maintain accounting records and supporting documentation sufficient to separately identify and trace all expenditures funded through this MOU.

E. LCHSD shall obtain prior written approval from LCBHS for any material modification to the approved annual budget, scope of services, or annual work plan.

F. Any expenditure subsequently determined by LCBHS, the County Auditor-Controller, the State, or another authorized reviewing entity to be unsupported, unallowable, or inconsistent with applicable Opioid Settlement Fund requirements shall be corrected, reclassified, or repaid as directed by LCBHS.

G. Upon expiration or termination of this MOU, any unspent Opioid Settlement Funds shall be returned to LCBHS or otherwise disposed of in accordance with written instructions from LCBHS and applicable County accounting requirements.

H. The obligations relating to accounting, record retention, monitoring, audit, fiscal reconciliation, correction of expenditures, and repayment of unallowable or unsupported costs shall survive expiration or termination of this MOU.

MOU LCBHS and LCHSD_SafeRx_FY 2026-27 and FY 2027-28_FINAL

Final Audit Report 2026-10-22

Created:	2026-10-21
By:	Amber Luch (Amber.Luch@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPXJVLw5aXIBXQO9bKDmmj_HkR2iCJt9m

"MOU LCBHS and LCHSD_SafeRx_FY 2026-27 and FY 2027-28_FINAL" History

Document created by Amber Luch (Amber.Luch@lakecountyca.gov)
2026-10-21 - 11:37:57 PM GMT- IP address: 208.91.28.66

Document emailed to lisa.faraco@lakecountyca.gov for signature
2026-10-21 - 11:38:55 PM GMT

Email viewed by lisa.faraco@lakecountyca.gov
2026-10-22 - 0:10:10 AM GMT- IP address: 208.91.28.66

Signer lisa.faraco@lakecountyca.gov entered name at signing as Lisa Faraco
2026-10-22 - 0:10:42 AM GMT- IP address: 208.91.28.66

Document e-signed by Lisa Faraco (lisa.faraco@lakecountyca.gov)
Signature Date: 2026-10-22 - 0:10:44 AM GMT - Time Source: server- IP address: 208.91.28.66 - Signature Appearance Selected: TYPE

Document emailed to elise.jones@lakecountyca.gov for signature
2026-10-22 - 0:10:46 AM GMT

Email viewed by elise.jones@lakecountyca.gov
2026-10-22 - 2:45:17 AM GMT- IP address: 208.91.28.66

Signer elise.jones@lakecountyca.gov entered name at signing as Elise Jones
2026-10-22 - 2:45:32 AM GMT- IP address: 208.91.28.66

Document e-signed by Elise Jones (elise.jones@lakecountyca.gov)
Signature Date: 2026-10-22 - 2:45:34 AM GMT - Time Source: server- IP address: 208.91.28.66 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-22 - 2:45:34 AM GMT