RESOLUTION - ACTION REQUESTED 2014-622

MEETING: December 2, 2014

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: 2015 Pre-Crisis/Crisis Patients MOU

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Understanding between John C. Fremont Healthcare District and Mariposa County for security services for Pre-Crisis/Crisis Patients, and Authorize the Board of Supervisors Chair to Sign the Memorandum of Understanding (MOU).

The Sheriff recommends entering into an MOU with John C. Fremont Healthcare District for a cost sharing of security services for pre-crisis/crisis patients that enter the John C. Fremont Hospital Emergency Room for Medical clearances. The cost sharing MOU is between the John C. Fremont Hospital Healthcare District, Mariposa County Human Services - Division of Behavioral Health, and the Sheriff’s Office with each entity paying one third (1/3) of the hourly cost of $47.02 (which equates to $15.67/hr). The MOU will allow for a cost sharing of providing a Deputy Sheriff when requested by any of the entities identified in the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has entered into other MOUs in the past that mutually benefit the County and the outside entity.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not enter into the MOU and have the County assume the total cost for the security during pre-crisis/crisis patients.

FINANCIAL IMPACT:
No impact to General fund as County funds will and have been identified in current fiscal year budget 2014-2015

ATTACHMENTS:
2015 Memorandum of Understanding (MOU) Pre-Crisis/Crisis Patients (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Janet Bibby, District III Supervisor
SECONDER: Lee Stetson, District I Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier
MEMORANDUM OF UNDERSTANDING BETWEEN

John C. Fremont Healthcare District AND Mariposa County Human Services AND
Mariposa County Sheriff’s Office

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and
between, the John C. Fremont Healthcare District and the County of Mariposa

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of
cooperation between John C. Fremont Healthcare District, the Mariposa County
Department of Human Services, hereinafter referred to as “Human Services,” and the
Mariposa County Sheriff’s Department, hereinafter referred to as “Sheriff.” to develop
mutually beneficial programs, specifically: provide part time as needed security to the
John C. Fremont Healthcare District while pre-crisis/crisis patients are present pending
mental health diagnosis.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort
to provide security to those pre-crisis/crisis patients that could be deemed in need of
professional supervision/security to prevent an event/outrurst that might endanger them
or others by sharing the costs of a security officer. The mutual benefit for all involved
parties is to provide a professional service so that the pre-crisis/crisis patients, which are
deemed in need of professional supervision/security, are in fact provided with such,
insuring for a secure environment at the John C. Fremont Healthcare District.

C. SHERIFF SHALL:

1. Provide a sworn law enforcement officer, absorbing one third (1/3) of the hourly cost
    of such, to the John C. Fremont Healthcare District for security purposes while a pre-
    crisis/crisis patient(s) is present pending diagnosis and transport, when security is
    deemed necessary for the situation.

2. The Sheriff’s cost will represent the true hourly overtime rate of a top step deputy
    sheriff for the CY2015; which is $47.02

3. Review this agreement with Health and John C. Fremont Healthcare District no less
    than annually and modify as necessary.

D. JOHN C. FREMONT HEALTH CARE DISTRICT SHALL:

1. John C. Fremont Healthcare District shall notify the Sheriff when they are treating a
    pre-crisis/crisis patient and request security, if they feel that security is required for the
    situation.

2. John C. Fremont Healthcare District shall pay one third (1/3) of the hourly cost
    (equates to $15.67/hr) of the total time that the responding officer accumulates during
    the security detail.

1
3. Review this agreement with the Sheriff no less than annually and modify as necessary.

E. BEHAVIOR HEALTH SHALL:

1. Behavior Health shall notify the Sheriff and request security when they are treating a pre-crisis/crisis patient at the John C. Fremont Healthcare District when they feel that security is required for the situation.

2. Behavior Health shall pay one third (1/3) of the hourly cost (equates to $15.67/hr) of the total time that the responding officer accumulates during the security detail.

3. Review this agreement with the Sheriff’s Office no less than annually and modify as necessary.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES:

This instrument in no way restricts the Sheriff’s Office from participating in similar activities with other public or private agencies, organizations and individuals.

3. TERMINATION:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS:

The principal contacts for this instrument are:

Mariposa County Sheriff's Office:
Doug Binnewies, Sheriff
Mariposa County Sheriff's Office
5099 Old Highway North
PO Box 276
Mariposa, CA 95338
209-966-3615

John C. Fremont Healthcare District:
Alan MacPhee, CEO
J.C. Fremont Healthcare District
5189 Hospital Road
PO Box 216 Mariposa, CA 95338
209-966-3631

Mariposa County Human Services:
Chevon Kothari, Director
Mariposa County Human Services
5362 Lemee Lane
PO Box 99
Mariposa, CA 95338
209-966-2000

5. COMMENCEMENT/EXPIRATION DATE:

This instrument is executed as of the date of last signature and is effective through December 31, 2015 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Alan MacPhee, CEO John C. Fremont Healthcare District Date

Kevin Cann, Chair, Mariposa County Board of Supervisors Date

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL