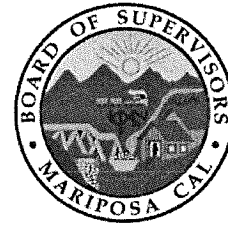




# MARIPOSA COUNTY

Human Services · (209) 966-2000



## RESOLUTION - ACTION REQUESTED 2015-298

MEETING: June 23, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Request Approval of MOU to Provide Behavioral Health Services to Yosemite National Park

### RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Memorandum of Understanding (MOU) with U.S. Department of the Interior, National Park Service Yosemite National Park and the County of Mariposa to Provide Behavioral Health Services to Yosemite National Park at the Yosemite Medical Clinic, and Authorize the Board of Supervisors Chair to Sign the MOU.

There are geographically isolated communities in the County where distance and transportation are barriers to access any level of mental health services. Without readily available services, mild or moderate mental health issues can escalate into major issues. Providing mental health services to these communities required an expansion of the Mariposa County Behavioral Health and Recovery Services (BHRS) Mental Health Plan services policy in order to serve non Medi-Cal insured clients. With the update to the Client Service Policy approved by the Board on June 9, 2015, BHRS is now authorized to provide behavioral health services within Yosemite National Park.

The attached MOU has been crafted between Mariposa Human Services - BHRS and Yosemite National Park to provide behavioral health services as described.

The Yosemite National Park is making space available in their Yosemite Medical Clinic to provide these services as well as providing limited clerical/receptionist assistance. Behavioral Health services to clients will be provided through a Professional Services Agreement between the County and an outside vendor, while administrative overhead of this program will be provided county staff and be offset by State and Federal sources.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

June 9, 2015, the Board of Supervisors approved Amendment of Behavioral Health and Recovery Services Client Services Policy ( 6.17); Resolution 2015-273

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failing to enact an MOU with Yosemite National Park would make access to services to

HS/BH PSAs # 4 ... MOU for BH Service (45)

## Resolution - Action Requested 2015-298

the residents of this area of our County much more difficult.

**FINANCIAL IMPACT:**

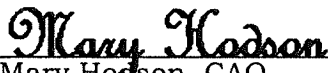
**There is no exchange of funding between the County and the U.S. Department of the Interior or Yosemite National Park.**

**ATTACHMENTS:**

**General Agreement\_ (PDF)**

**CAO RECOMMENDATION**

Requested Action Recommended

  
\_\_\_\_\_  
Mary Hoatson, CAO 6/18/2015

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**GENERAL AGREEMENT**

Between the

U.S. Department of the Interior, National Park Service  
Yosemite National Park

and

County of Mariposa, California

This general agreement is hereby entered into by and between the County of Mariposa, California (known hereafter as the "County") and U.S. Department of the Interior, National Park Service, Yosemite National Park (known hereafter as the "Service").

**ARTICLE I – Background and Objectives**

This agreement stands as evidence that the aforementioned agencies intend to work together toward the mutual goal of providing and facilitating behavioral health counseling and treatment at Yosemite National Park. Both agencies believe that the implementation of this agreement, as described herein, will further this goal. To this end, each agency agrees to participate by coordinating/providing the following services at the Service's Yosemite Medical Clinic (known hereafter as the "Clinic").

**ARTICLE II – Legal Authority**

This agreement is entered into pursuant to the authority found in 54 U.S.C. 100101.

**ARTICLE III – Responsibilities and Understanding of the Parties**

The County agrees to:

- 1) Provide a licensed behavioral health care provider to see patients at least one day per week, year round, during normal business hours of the clinic.
- 2) Facilitate one on one or group sessions as determined by the provider.
- 3) Accept uninsured patients, as well as those insured by the primary insurance providers of the Service and their concessionaires (Blue Cross/Blue Shield, Medicare, Medi-Cal, United Healthcare, etc.).
- 4) Patient billing is to be managed by the provider or their practice.
- 5) As time allows, accept appointments from the visiting public with unscheduled emergent needs on days when the provider is in.

- 6) Provide furniture as needed for the service provided.

The Service agrees to:

- 1) To provide a space within the clinic in which behavioral health counseling sessions may be held, meeting the following criteria:
  - a) Two separate locking doors to the office area where records would be kept.
  - b) Climate controlled room large enough to reasonably seat at least two people for counseling sessions.
  - c) Provide utilities for the office space, to include power and a phone line.
- 2) To provide security for the space to be utilized for the behavioral health counseling, to include:
  - a) Law enforcement response as requested by the provider to assist with patients who become unruly to a degree the provider is uncomfortable.
  - b) Security for the premises as afforded by routine law enforcement patrols.
- 3) To provide administrative assistance with:
  - a) Scheduling of patient visits.
  - b) Relay of phone messages from patients calling the clinic.
  - c) Use of basic office equipment, such as the copy machine, if needed.

Both the County and the Service agree:

- 1) No Service housing is available for this position
- 2) The County will assume liability for their assigned provider's performance, conduct, and operations, and will ensure that the provider has appropriate liability insurance in place to cover his/her practice.
- 3) The Service will have no contractual relationship with the individual behavioral health provider and will address concerns directly with the County.

**ARTICLE IV – Term of Agreement**

This Agreement shall become effective as of July 1, 2015 and shall continue through June 30, 2020.

**ARTICLE V – Termination and Expiration**

Either party may terminate this Agreement upon thirty days advance written notice to the Key Official of other party, identified in Article IX.

**ARTICLE VI – Liability and Insurance**

1. The Service agrees:

To be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

2. The County agrees:

To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any act or omission of the County, its officers, employees, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement. The County further agrees to cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the County, its officers, employees, or representatives.

**ARTICLE VIII – General Provisions**

1. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **No Third-Party Rights.** This Agreement creates enforceable obligations between only the Service and the County. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
3. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of

appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

- 4. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

**ARTICLE IX – Key Officials**

For the Park: Yosemite Emergency Services Coordinator, Yosemite National Park, PO Box 577, Yosemite, CA 95389

For the County: Human Services Director, Mariposa County, Department of Human Services, PO Box 99, Mariposa, CA 95338

**ARTICLE X – Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**For Mariposa County**

*Melvin Jones*  
 \_\_\_\_\_  
 Signature

6-23-15  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM:

*Steven W. Dahlem*  
 \_\_\_\_\_  
 STEVEN W. DAHLEM  
 COUNTY COUNSEL

**For the National Park Service**

Tom H. Bebo  
Signature Date 4/8/15