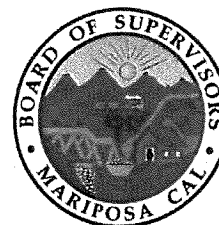




MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2019-66

MEETING: February 5, 2019
TO: The Board of Supervisors
FROM: Chevon Kothari, Health and Human Services Director
RE: MOU with Mariposa County Health & Human Services and Mariposa County Sheriff's Office

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to delineate the conditions under which the Mariposa County HHSA can call the MCSO to enforce a quarantine or isolation order; and authorize the Board of Supervisors Chair to sign the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:

No impact as the MOU does not require allocation of any County funds.

ATTACHMENTS:

MOU Between The Mariposa County Health & Human Services Agency and Mariposa County Sheriff's Office (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**

Mariposa County Health & Human Services Agency

AND

Mariposa County Sheriff's Office

Purpose

The purpose of this Memorandum of Understanding (MOU) is to delineate the conditions under which the Mariposa County Health & Human Services Agency (HHSA) can call upon the Mariposa County Sheriff's Office (MCSO) to enforce a quarantine or isolation order.

Parties

The parties to this MOU are the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO), herein referred to as MCSO and MCHD, respectively.

HHSA Responsibilities

- HHSA has a mission to protect, promote, and improve the health of all people in Mariposa County through integrated county and community efforts.
- The Health Officer is authorized to advise on laws and rules relating to sanitation, control of communicable diseases, illnesses and hazards to health among humans and from animals to humans, and the general health of the people of Mariposa County as per H&S sections 120210, 120215, and 120220.
- HHSA will contact MCSO when a quarantine or isolation order must be enforced and/or has been broken.
- The Health Officer is responsible for educating MCSO on how to don/doff personal protective equipment (PPE) when MCSO must enforce a quarantine and/or isolation order and the use of PPE is required.

MCSO Responsibilities

- Recognize that a violation of the Health Officer order constitutes a crime per H&S section 120275.
- Be informed of the risks in regards to the communicable disease for which the Health Officer is ordering isolation or quarantine.

- Send MCSO deputies to the residence of a person who refuses to obey isolation or quarantine orders for the purpose of enforcing the Health Officer's order.
- If a person refuses to obey a quarantine or isolation order, MCSO will consult the Health Officer on what further actions should be taken to ensure the public's health.

COSTS

- HHSA shall provide MCSO with the proper personal protective wear when they are forced to interact with someone who is under a quarantine and/or isolation order.

Liability

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this MOU agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOU. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.

Laws that allow enforcement of this MOU

- H&S §120210 "Whenever in the judgment of the department it is necessary for the protection or preservation of the public health, each health officer shall, when directed by the department, do the following:
 - a) Quarantine or isolate and disinfect persons, animals, houses or rooms, in accordance with general and specific instructions of the department.
 - b) Destroy bedding, carpets, household goods, furnishings, materials, clothing, or animals, when ordinary means of disinfection are considered unsafe, and when the property is, in the judgment of the department, an imminent menace to the public health.
 - o When the property is destroyed pursuant to this section, the governing body of the locality where the destruction occurs may make adequate provision for compensation in proper cases for those injured thereby."
- H&S §120215 "Upon receiving information of the existence of contagious, infectious, or communicable disease for which the department may from time to time declare the need for strict isolation or quarantine, each health officer shall:
 - a) Ensure the adequate isolation of each case, and appropriate quarantine of the contacts and premises.
 - b) Follow local rules and regulations, and all general and special rules, regulations, and orders of the department, in carrying out the quarantine or isolation."
- H&S §120220 "When quarantine or isolation, either strict or modified, is established by a health officer, all persons shall obey his or her rules, orders, and regulations."
- H&S §120275 "Any person who, after notice, violates, or who, upon the demand of any health officer, refuses or neglects to conform to, any rule, order, or regulation prescribed by the department respecting a quarantine or disinfection of persons, animals, things, or places, is guilty of a misdemeanor."
- H&S §131082, "Every person charged with the performance of any duty under the laws of this state relating to the preservation of the public health, who willfully neglects or refuses to perform the same, is guilty of a misdemeanor."

Settlement of Disputes

The parties agree to consult with one another in good faith to resolve any disagreements that may arise from or relate to this MOU, before referring the matter to any other person or entity for settlement.

Effective Date and Modification

This agreement shall become effective when agreed upon and signed by both parties. The terms of this agreement may be modified in writing upon the consent and signature agreement of both parties.

Capacity to Enter into Agreement

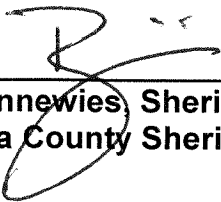
The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.



Eric Sergienko, MD, MPH
Mariposa County Health Officer

1/14/2019

Date Signed

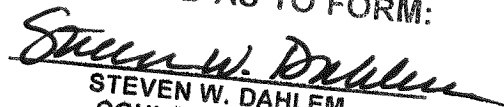


Doug Binnewies, Sheriff
Mariposa County Sheriff's Office

1/16/2019

Date Signed

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL