



MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



RESOLUTION - ACTION REQUESTED 2016-650

MEETING: December 13, 2016

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: 2017 Security Pre-Crisis/Crisis Patients MOU

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) 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. The existing MOU with the John C. Fremont Healthcare District for security services for pre-crisis/crisis patients expires December 31, 2016. This MOU continues the same cost sharing arrangements and only updates the hourly rate of the Deputy Sheriff classification.

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 an equal one third of the hourly cost of \$54.24 (which equates to a shared cost of \$18.08/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:

On November 24, 2015, the Board adopted Resolution 15-556 approving the MOU with the John C. Fremont Healthcare District for Pre-Crisis/Crisis Patients.

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:

Sufficient funding has been included in the current fiscal year budget for 2016-2017.

ATTACHMENTS:

2017 Memorandum of Understanding (MOU) Pre-Crisis/Crisis (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 12/7/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") 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 the John C. Fremont Healthcare District, the Mariposa County Department of Human Services, hereinafter referred to as "Human Services", and the Mariposa County Sheriff's Office, hereinafter referred to as "Sheriff", to develop mutually beneficial programs, specifically: to provide part time security as needed 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/outburst 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) are present pending diagnosis and transport, when security is deemed necessary for the situation.
2. The Sheriff's cost will represent one third (1/3) of the true hourly overtime rate of a top step deputy sheriff for the CY2017; which is \$54.24 (equates to \$18.08/hr).
3. Review this agreement with Human Service 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 it determines 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 \$18.08/hr) of the total time that the responding officer accumulates during the security detail.
3. Review this agreement with the Sheriff and Human Services no less than annually and modify as necessary.

E. HUMAN SERVICES:

1. Human Services shall notify the Sheriff and request security when they are treating a pre-crisis/crisis patient at the John C. Fremont Healthcare District when it determines that security is required for the situation.
2. Human Services shall pay one third (1/3) of the hourly cost (equates to \$18.08/hr) of the total time that the responding officer accumulates during the security detail.
3. Review this agreement with the John C. Fremont Healthcare District and the Sheriff 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 or Human Services 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 MOU shall become effective on January 1, 2017 and shall terminate on December 31, 2017, unless terminated in accordance with the provisions of Section F.3 of this MOU.

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

Alan MacPhee, CEO 12-7-16 12-7-16
Alan MacPhee, CEO John C. Fremont Healthcare District Date

John Carrier 12-13-16
John Carrier, Chair, Mariposa County Board of Supervisors Date

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL