

MEMORANDUM OF UNDERSTANDING

082-162-M-N2011

among
Marshall Medical Center, City of Placerville Police Department,
County of El Dorado Sheriff's Office
and
County of El Dorado Health and Human Services Agency, Mental Health Division

This Memorandum of Understanding (MOU), made and entered into by and between Marshall Medical Center (hereinafter referred to as MARSHALL), City of Placerville Police Department (hereinafter referred to as PLACERVILLE PD), County of El Dorado Sheriff's Office (hereinafter referred to as EDSO), and the County of El Dorado Health and Human Services Agency, Mental Health Division (hereinafter referred to as MHD) who shall hereinafter be collectively referred to as the PARTIES.

RECITALS

WHEREAS, County of El Dorado (COUNTY), through its Health and Human Services Agency, Mental Health Division administers the mental health services programs for the COUNTY, including psychiatric emergency services (PES); and

WHEREAS, MARSHALL provides emergency and acute medical care services in the area known as the Western Slope of the COUNTY; and

WHEREAS, both PLACERVILLE PD and EDSO (hereinafter collectively referred to as LAW ENFORCEMENT) provide law enforcement activities in the areas of the City of Placerville and the COUNTY, respectively; and

WHEREAS, the PARTIES have agreed to collaborate regarding the appropriate procedures to guide the detention, assessment, and disposition of individuals detained for psychiatric evaluation. This MOU is intended to be a general guideline and represents a diligent attempt by the PARTIES involved to operate effectively and efficiently in a cooperative manner. The PARTIES agree that the successful management of exceptional and difficult situations requires the highest level of commitment and flexibility on the part of all concerned;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article I. TERM

This MOU is effective on signature and shall remain in force unless earlier terminated by any of the PARTIES pursuant to Article IV herein.

Article II. SCOPE OF SERVICES**Section 2.01 PLACERVILLE PD and EDSO each agree to:**

- (a) Transport mentally disordered persons who they believe to require psychiatric emergency services (hereinafter referred to as PATIENT(s)) directly to Marshall Medical Center Emergency Department;
- (b) Contact MARSHALL while en route to the Emergency Department to allow MARSHALL to prepare for intake of the PATIENT;
- (c) Contact MHD PES staff at (530) 622-3345 while en route to Emergency Department to facilitate a timely response by PES staff. If PES staff is not able to receive the call, the call will be forwarded to the MHD answering service who will contact PES staff; PES staff will respond pursuant to Section 2.03 (a).
- (d) If appropriate, provide a completed "5150 Application for 72 Hour Detention for Evaluation and Treatment" form (attached hereto as Exhibit A, and incorporated by reference herein) and any other relevant information that may be useful in the evaluation and treatment of the PATIENT.
- (e) Remain at the Emergency Department for any PATIENT determined to be potentially violent and/or a risk to self or others, until the PATIENT can be safely secured.
 - (i) Determination that a PATIENT is potentially violent and/or a risk to self or others should be made collaboratively by representative(s) of either PLACERVILLE PD or EDSO, the MARSHALL Emergency Department staff, and/or MHD PES staff. Law enforcement acknowledges that the Emergency Department physician shall make the final determination as to the proper care and security of the patient while in the Emergency Department.
 - (ii) In the event PLACERVILLE PD or EDSO recommends that PATIENT be placed in restraints and MARSHALL Emergency Department physician declines, the officer or deputy is relieved of responsibility for the PATIENT and may depart.
 - (iii) In the event that representative(s) from LAW ENFORCEMENT is/are no longer on site at MARSHALL Emergency Department and a PATIENT subsequently becomes violent or threatening during intake and/or assessment so as to require the presence of LAW ENFORCEMENT, either PLACERVILLE PD or EDSO will respond to the call/request for assistance depending on availability and proximity. Once stabilized, the law enforcement agency with jurisdiction where the PATIENT originated shall assume extended security as necessary.
- (f) When it is mutually agreed that the patient can be evaluated and treated safely by the Emergency Department without law enforcement presence, law enforcement shall be relieved and free to leave.

Section 2.02 MARSHALL agrees to:

- (a) Medically evaluate each PATIENT presented to the Emergency Department for PES evaluation;
- (b) Determine whatever medical care and/or clearance is appropriate;
 - (i) Where it is apparent that the PATIENT is not appropriate for PES evaluation, whether due to unconsciousness, severe drug or alcohol intoxication, or other medical circumstances, MARSHALL will provide appropriate medical treatment to PATIENT and will advise MHD PES staff of this situation. Upon determination that the patient is now appropriate for PES evaluation (normally

upon medical clearance) MARSHALL will contact the PES staff at (530) 622-3345 to come to/return to the Emergency Department to provide PES evaluation.

(ii) Determine the level of security appropriate for each PATIENT.

Section 2.03 MHD agrees to:

- (a) Make every reasonable effort to arrive at MARSHALL Emergency Department within approximately twenty (20) minutes of receiving notification from PLACERVILLE PD or EDSO of the transport of a PATIENT to the Emergency Department.
 - (i) If response will not be achieved within the target time frame of twenty (20) minutes, PES staff will promptly notify PLACERVILLE PD or EDSO, as appropriate, and provide the estimated time of arrival.
- (b) In a situation where MARSHALL notifies MHD PES Staff that the PATIENT is not yet considered appropriate for PES evaluation, pursuant to Section 2.02 (b) (i), the MHD PES staff shall notify MARSHALL (and PLACERVILLE PD or EDSO, if appropriate) that the MHD PES staff will depart and return to MARSHALL Emergency Department upon request by MARSHALL.
 - (i) Upon notification by MARSHALL that a PATIENT is now appropriate for PES evaluation, MHD PES staff shall make every reasonable effort to come to/return to MARSHALL, arriving within twenty (20) minutes of notification.
- (c) If the assessment provided by MHD PES staff indicates the patient does not meet the criteria for admission to a psychiatric facility under Welfare and Institution Code (W&I Code) 5150, and the detaining officer/deputy does not elect to retain custody of the individual, the PES staff shall make every effort to find other appropriate mental health or social services for the individual. These referrals or services will be offered to the individual to be accepted/used on a voluntary basis.

Article III. FISCAL PROVISIONS

There shall be no remuneration associated with this Memorandum of Understanding 082-162-M-N2011.

Article IV. CANCELLATION

Section 4.01 Any of the PARTIES may terminate this Agreement in whole or in part without cause upon seven (7) calendar days written notice to all other parties hereto, delivered pursuant to Article VII.

Article V. QUALITY ASSURANCE

In the event that any of the PARTIES feel there are issues/problems relative to implementation of this MOU and/or that updates/changes to this MOU are needed, the following persons should be notified so that corrective actions may be discussed and implemented:

Kathy Krejci, Chief Nursing Officer, Marshall Medical Center, or successor.
 George Nielsen, Chief, Placerville Police Department, or successor.
 John D'Agostini, Sheriff, County of El Dorado Sheriff's Office, or successor.
 Daniel Nielson, Director, Health and Human Services Agency, or successor.

Article VI. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VII. INDEMNITY

MARSHALL shall indemnify, defend and hold harmless each of the other parties to this Memorandum of Understanding, and their officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of MARSHALL, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

PLACERVILLE PD shall indemnify, defend and hold harmless each of the other parties to this Memorandum of Understanding, and their officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of PLACERVILLE PD, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

COUNTY shall indemnify, defend and hold harmless each of the other parties to this Memorandum of Understanding, and their officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of COUNTY, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Article VIII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to MHD shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, MPA, DIRECTOR

or to such other location as MHD directs.

Notices to MARSHALL shall be addressed as follows:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: SHANNON TRUESDELL, CHIEF OPERATING OFFICER

or to such other location as MARSHALL directs.

Notices to PLACERVILLE PD shall be addressed as follows:

PLACERVILLE POLICE DEPARTMENT
730 MAIN STREET
PLACERVILLE, CA 95667
ATTN: GEORGE NIELSEN, CHIEF

or to such other location as PLACERVILLE PD directs.

Notices to EDSO shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S DEPARTMENT
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: SHERIFF JOHN D'AGOSTINI

or to such other location as EDSO directs.

Article IX. COUNTY CONTRACT ADMINISTRATORS

The County Officer or employee with responsibility for administering this Agreement on behalf of the Health and Human Services Agency is Robert Evans, Manager of Mental Health Programs, or successor.

The County Officer, elected official, or employee with responsibility for administering this Agreement on behalf of the Sheriff's Office is John D'Agostini, Sheriff, or successor.

Article X. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings, including but not limited to Agreement 833-M0810.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated herein below.

--MARSHALL MEDICAL CENTER--

By: Laurie Eldridge
Laurie Eldridge, CFO
MARSHALL

Dated: 10/24/2011

-- PLACERVILLE POLICE DEPARTMENT --

By: George Nielsen
George Nielsen, Chief
PLACERVILLE PD

Dated: 10/11/2011

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

Dated: _____

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

Date