AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Local Public Health Agency Child Fatality Review and Prevention Team Intergovernmental Agreement (West Central Public Health Partnership Child Fatality Review Team); Boards of County Commissioners of Gunnison, Hinsdale, San Miguel, Ouray, Montrose and Delta Counties

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison BOCC and BOCC for counties of West Central Public Health Partnership

Term Begins: July 1, 2014 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:
New legislation C.R.S. 25-20.5-405 requires local Public Health agencies to form local or regional child fatality review team. We have chosen a regional review team and this is the IGA for those counties who are part of the West Central Public Health Partnership. Team is responsible for conducting case-specific, multidisciplinary review of all child fatalities (ages 0-17) occurring in those jurisdictions to identify recommendations for PH prevention policy improvements.

Fiscal Impact: $1650 for coordinator position from $3800 state award

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

No County money needed. The County's WCP grant will be contributing $1650 to Montrose County to manage Child Fatality program. We already have the CDPHE contract in place that will cover this expense.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/20/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 8/20/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 8/20/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/2/2014 Follow Up Agenda Date:

Revised April 2013

Local Public Health Agency Child Fatality Review and Prevention Team Intergovernmental Agreement (West Central Public Health Partnership Child Fatality Review Team)

This Intergovernmental Agreement, hereinafter referred to as the "Agreement" or "IGA" is made and entered into by and among the Board of County Commissioners of Gunnison County, the Board of County Commissioners of Hinsdale County, the Board of County Commissioners of San Miguel County, the Board of County Commissioners of Ouray County, the Board of County Commissioners of Montrose County and the Board of County Commissioners of Delta County all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado.

WHEREAS, each of the parties to this Intergovernmental Agreement is authorized by C.R.S. 29-1-201 *et.seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, each of the **local public health agencies** of the Counties is required by C.R.S. 25-20.5-405 to form local or regional child fatality review teams responsible for conducting case-specific, multidisciplinary reviews of all child fatalities (ages 0-17) that occurred in the jurisdiction of the local review team and entering the data into the data collection website (National Center for Child Death Review Case Reporting System) to report case findings and **to identify recommendations for improvement to local policies and practices**; and

WHEREAS, the Counties have agreed to form the West Central Public Health Partnership Child Fatality Review Team in order to share resources and team members to more efficiently carry out child fatality reviews and **recommend future public health prevention efforts based on those reviews** as required by law; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate between themselves for coordination of resources and identified prevention efforts to serve the public health and environmental infrastructure in our respective counties; and

WHEREAS, the Board of County Commissioners of the respective Counties have agreed that it is in the public interest of the citizens of the respective counties to cooperate in this effort to aid in **identifying and implementing public health-based child death prevention efforts within our respective jurisdictions**.

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to form a regional child fatality review team to fulfill the requirements of the statute, consisting of representatives from the Counties as provided in C.R.S. 25-20.5-404(3)(a).

II. MUTUAL AUTHORITY AND RESPONSIBILITIES

A. Each County agrees to provide one or more representatives to each review team, consistent with C.R.S. 25-20.5-404, to ensure that all required representation has been met. The Host Agency will coordinate specific assignments as needed.

B. Each County agrees to dedicate state-allocated funding to the regional review team to cover the costs of the Host Agency, and by providing appropriate staff, as provided above, by participating in establishing and maintaining operating guidelines for the review team. Other funding requests may be provided to the respective Boards of County Commissioners for consideration, but no additional funding shall be considered mandatory.

C. The Directors of Public Health from each County shall serve as initial contacts and representatives to the review team, and will be responsible for coordinating with the Host Agency to provide personnel for specific assignments, as needed.

III. MISCELLANEOUS PROVISIONS

A. Beginning July 1, 2014, a representative from Montrose County ("Host Agency") shall coordinate the membership and operations of the child fatality review team.
B. Non-Assignability – It is anticipated that all of the parties to this Agreement are integral to its success, therefore, no part of this Agreement may be assigned to another party without written consent of the other parties.
C. Annual Review – All parties agree to review the terms and condition of this Agreement annually and to make mutually agreeable revisions to this Agreement.
D. Severability – If any part of this Agreement should be held to be invalid, the remaining portions of the Agreement shall remain in full force and effect.
E. Notices – all notices relating to continuation, termination, or changes to this Agreement shall be mailed first class or hand delivered to the following:

County Manager Gunnison County	County Administrator Hinsdale County	County Manager Montrose County
County Administrator Delta County	County Administrator Ouray County	County Administrator San Miguel County

F. Term – The term of this Agreement shall be from July 1, 2014 to June 30, 2017. The Agreement will be renewed for additional three year terms unless terminated in writing as set forth below.
G. Termination – This Agreement may be terminated by any party by giving 60 days prior written notice to the other parties. Termination may occur at any time.
H. Counterpart – This Agreement may be signed in counterpart. A Facsimile Signature shall have the same effect as an original.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Date: _____ _____
Chairperson

Attest:

_____
Deputy Clerk of Gunnison County, Colorado

BOARD OF COUNTY COMMISSIONERS
HINSDALE COUNTY, COLORADO

Date: _____

_____
Chairperson

Attest:

_____
Deputy Clerk of Hinsdale County, Colorado

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

Date: _____

_____
Chairperson

Attest:

_____
Deputy Clerk of San Miguel County, Colorado

BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO

Date: _____

_____
Chairperson

Attest:

_____
Deputy Clerk of Ouray County, Colorado

BOARD OF COUNTY COMMISSIONERS
MONTROSE COUNTY, COLORADO

Date: _____

_____
Chairperson

Attest:

_____
Deputy Clerk of Montrose County, Colorado

BOARD OF COUNTY COMMISSIONERS
DELTA COUNTY, COLORADO

Date: _____

_____
Chairperson

Attest:

_____
Deputy Clerk of Delta County, Colorado