

AGREEMENT

MCA 2012-079

THIS AGREEMENT, entered into this ~~23rd~~^{25th} day of ~~February~~^{June}, 2012, by and between the MESA COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "County") and the MESA COUNTY BOARD OF HEALTH (hereinafter referred to as "Health").

WITNESSETH:

WHEREAS, The parties recognize that **Health** is a political subdivision of the State of Colorado and that its staff, including the Public Health Director and Medical Officer are de facto employees of Mesa County and are subject to all the rules and regulations promulgated by the Commissioners and enforced by those designated as department heads; and

WHEREAS, the parties acknowledge that while the statutory authority for each body is unique and historic, it is important for there to be a cooperative, collaborative agreement between these boards that is designed to promote a public health partnership through discussions, agreements and practices that will benefit the health, safety and wellness of Mesa County residents; and

WHEREAS, the parties acknowledge there may be several opportunities for coordination of governmental functions between County and Health, which may result in improved government structure and services; and

WHEREAS, in 2008, the statutes governing the Public Health System in Colorado were significantly revised; and

WHEREAS in 2008, Title 25, Article 1, Part 5 was entirely repealed and reenacted and Parts 6 and 7 were repealed in their entirety; and

WHEREAS in 2011, the Colorado State Board of Health adopted 6 CCR 1014-7, Core Public Health Services; and

WHEREAS, County and Health acknowledge that the ultimate goal of both entities is to provide high quality services to the people of Mesa County in a cost efficient, well managed, friendly manner.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. The terms and conditions of which will take effect upon execution and continue from year-to-year unless otherwise terminated. **County** will budget and make an annual appropriation to the health department fund. The health department (on behalf of **Health**) will participate in the annual budget process.

2. Meetings between **County** and **Health** shall be held on an annual basis or more often as determined by the parties. A county commissioner may be appointed to serve on the Board of Health. The **County** Administrator or his/her appointed liaison may attend Board of Health meetings as necessary in order to maintain communication between the Board of Health and Board of County Commissioners. **County** and **Health** shall consult with each other before the appointment or reappointment of Board of Health members.
3. The health department (on behalf of **Health**) will work with **County** Finance and Budget to determine tracking of direct and indirect charges. **County** Finance and Budget will provide the health department with an effective way to track direct and indirect charges.
4. The health department (on behalf of **Health**) will follow the policies and procedures contained in the Mesa County Personnel Manual (with exceptions as noted in an Addendum to the Manual, to be mutually agreed upon by **Health** and **County**) and will provide a copy of said Manual to each health department employee. **Health's** Public Health Director will appoint all health department personnel and serve as the contact person for personnel-related matters for health department employees, including recruitment and maintenance of original personnel records for health department employees. The health department (on behalf of **Health**) will have a representative on major personnel and compensation committees. The **County** Department of Human Resources will assist the health department as necessary.
5. The health department (on behalf of **Health**) will follow **County** finance, grant approval, and budget policies and procedures, including the budget control policy which provides **Health** the ability to manage its operations. **Health** will use **County** finance, payroll, and budget systems, so that details of all health department operating and capital revenues/expenditures are reflected in the **County** systems, and so that all health department checks are issued through **County** finance system. **Health** will retain its own fund. **County** Finance and Budget Department and IT Division will assist **Health** as needed. **Health** will use **County** inventory system.
6. The health department (on behalf of **Health**) will follow **County** Purchasing policies and procedures and will use **County** requisition system. **County** Purchasing Department will assist **Health** as necessary, include **Health** in bulk service contracts as applicable, and provide copier services, mail services, and fleet services.
7. Except in matters concerning interpretation of this agreement or where there may be a dispute between **County** and **Health**, the Mesa County Attorney shall provide legal advice and representation to **Health** and the health department as requested.

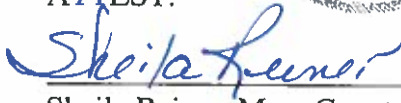
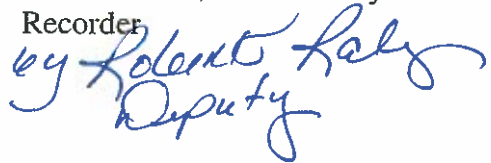
8. County will include **Health** and the health department in all insurance coverage. **Health** will follow County Risk Management policies and procedures. County Risk Management Department will assist **Health** as necessary.
9. County will include **Health** capital projects in appropriate CIP budgets. County shall provide necessary health department office space and equipment.
10. Points of controversy hereunder will be addressed by a meeting between the Mesa County Board of Health and the Board of County Commissioners.
11. This Agreement may be amended in writing by agreement between **County** and **Health**.
12. Either party may terminate this contract without cause and upon notice of 180 days, submitted in writing to the other party.

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

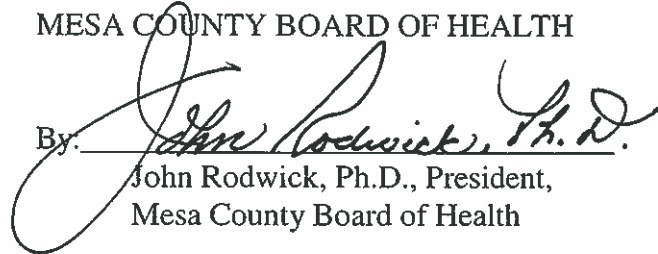


By: 
 Craig Meis, Chair,
 Mesa County Board of County
 Commissioners


ATTEST:


 Sheila Reiner, Mesa County Clerk &
 Recorder
 by 
 Deputy

MESA COUNTY BOARD OF HEALTH

By: 
 John Rodwick, Ph.D., President,
 Mesa County Board of Health

ATTEST:


 Jeff Kuhr, Ph.D., Executive Director,
 Mesa County Health Department