### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CONCERNING AN AGREEMENT TO PROVIDE SUPPORT SERVICES BY THE SPOKANE COUNTY MEDICAL EXAMINER TO THE SPOKANE REGIONAL HEALTH DISTRICT CHILD FATALITY REVIEW PROCESS

RESOLUTION

WHEREAS, pursuant to RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington ("the Board"); and

**WHEREAS**, pursuant to Chapter 39.34 RCW, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to Resolution No. 96-0877 and RCW 36.24.190, the Spokane County Medical Examiner performs the statutory duties of coroner in Spokane County; and

**WHEREAS,** pursuant to Chapter 39.34 RCW, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to Resolution No. 23-0742, the Board approved an agreement between the Spokane County Medical Examiner's Office and the Spokane Regional Health District (SRHD) in order for the Medical Examiner to provide support services to SRHD Child Fatality Review; and

WHEREAS, the Spokane County Medical Examiner and SRHD desire to renew the agreement for a 5-year term.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that the interlocal agreement between the Spokane County Medical Examiner and SRHD, attached hereto and incorporated herein, is hereby approved.

**BE IT FURTHER RESOLVED** that a majority of the Board, the Chair of the Board, the Chief Executive Officer, or the Spokane County Medical Examiner or designee, may execute, at other than an open public meeting, the interlocal agreement attached hereto, as well as any other documents necessary to give effect to this resolution.

PASSED AND ADOPTED this	gh day of $Ju/y$ , 2025.
OF COMMISSION THE COUNTY OF TH	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
ATTEST: SEAL.	MARY L. KUNEY, CHAIR
Ginna Vasquez, Clerk of the Board	JOSH KERNS, VICE-CHAIR
	AL FRENCH, COMMISSIONER  Cluby Walder
	AMBER WALDREF, COMMISSIONER
	CHRIS JORDAN, COMMISSIONER

## SPOKANE COUNTY AGREEMENT WITH SPOKANE REGIONAL HEALTH DISTRICT REGARDING THE CHILD FATALITY MULTIDISCIPLINARY CASE REVIEW PANEL

THIS INTERLOCAL AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision and municipal corporation of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, WA, 99206, hereinafter referred to as the "COUNTY", and SPOKANE REGIONAL HEALTH DISTRICT, a political subdivision of the State of Washington, having offices for the transaction of business at 1101 West College Avenue, Spokane, Washington, 99201, hereinafter referred to as "SRHD," jointly hereinafter referred to as the "PARTIES."

#### WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 70.05.030, members of the Board of County Commissioners of Spokane County, Washington, and individuals who are not elected officials but are selected from the categories set forth in RCW 70.05.030 shall constitute the local board of health; and

WHEREAS, pursuant to the provisions of RCW 70.05.060, the local board of health shall have supervision over all matters pertaining to the preservation of the life and health of the people within its jurisdiction; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County Washington (hereinafter sometimes referred to as "Board of County Commissioners") has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW local governments are enabled and permitted to make the most efficient use of their powers by cooperating with other governmental units on a basis of mutual advantage; and

WHEREAS, RCW39.34.240 requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public agency requests Category 3 or higher data (as defined in policy established in accordance with RCW 43.105.054) from another public agency; and

WHEREAS, pursuant to the provisions of RCW 70.05.170 the Washington State legislature encouraged the performance of child death reviews by local health departments by providing necessary legal protections to the families of children whose deaths are studied, local health department officials and employees and health care professionals participating in child mortality review committee activities; and

WHEREAS, pursuant to RCW 70.05.170 child mortality review is defined as a process authorized by a local health department for examining factors that contribute to deaths of children up to nineteen years of age. The review process may include a systematic review of medical, clinical and hospital records; home interviews of parents and caretakers of children who

have died; analysis of individual case information, and review of the information by a team of professionals in order to identify modifiable medical, socioeconomic, public health, behavioral, administrative, educational and environmental factors associated with each death; and

WHEREAS, the Spokane Regional Health District (SRHD) is convening a Child Fatality Multidisciplinary Case Review Panel in accordance with RCW 70.05.170, and has requested the participation of the Spokane County Medical Examiner's Office; and

WHEREAS, pursuant to the provisions of RCW 70.05.170, the Spokane County Medical Examiner's Office is instrumental to the success of the SRHD's Child Fatality Review process. The Spokane County Medical Examiner's Office will be involved with the Child Fatality Review process by providing the SRHD with child death notifications, access to case files and records on-site at the Spokane County Medical Examiner's Office and participation on the Case Review Panel; and

WHEREAS, in accordance with RCW 70.05.170 and RCW 70.05.210, a Spokane County Interlocal Agreement with the Spokane Regional Health District was entered on November 7, 2024, setting forth the duties and responsibilities of SRHD and the Spokane County Medical Examiner's Office regarding the Child Fatality Multidisciplinary Case Review Panel; and

WHEREAS, the November 7, 2024, Interlocal Agreement entered between Spokane County and the Spokane Regional Health District expires on May 31, 2025 and the Parties are desirous to entered into a new Interlocal Agreement for the purpose of setting forth the duties and responsibilities of the Parties regarding the Child Fatality Multidisciplinary Case Review Panel, as well as accurately reflect the revisions to RCW 70.05.170, which go into effect on July 27, 2025.

**NOW THEREFORE**, for and in consideration of mutual promises set forth hereinafter, the PARTIES agree as follows:

#### **SECTION NO. 1:** PURPOSE

The purpose of this Interlocal Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the Spokane County Medical Examiner's Office will provide support services to the SRHD Child Fatality Review process.

#### **SECTION NO. 2:** SCOPE OF SERVICES

The support services to be provided by the Spokane County Medical Examiner's Office to the SRHD Child Fatality Review process are outlined in the "Scope of Services" attached hereto as Attachment "A" and incorporated herein by reference.

#### **SECTION NO. 3:** DURATION

This Interlocal Agreement shall be effective June 1, 2025 and run through May 31, 2030, unless terminated earlier by the PARTIES. Prior to the Interlocal Agreement termination date, the PARTIES shall determine whether the end date shall be extended.

#### **SECTION NO. 4:** COMPENSATION/PAYMENT

It is anticipated that no compensation/payment shall be made to the Spokane County Medical Examiner's Office for participation in the SRHD Child Fatality Review process.

#### **SECTION NO. 5:** INDEPENDENT CONTRACTOR

The PARTIES intend that an independent contractor relationship will be created by this Interlocal Agreement. Neither SRHD, nor any agent, employee, consultant, subcontractor, agency or otherwise of SRHD shall be deemed to be an employee, agent, consultant, subcontractor, agency or otherwise of SPOKANE COUNTY for any purpose nor shall they identify or hold themselves out as the same. Likewise, neither SPOKANE COUNTY nor any agent, employee, consultant, subcontractor, agency or otherwise of SPOKANE COUNTY shall be deemed to be an agent, employee, consultant, subcontractor, agency or otherwise of the SRHD for any purpose, nor shall they identify or hold themselves out as the same. Neither the SRHD nor any agent, employee, consultant subcontractor, or agency of the SRHD is entitled to any of the benefits that SPOKANE COUNTY provides for SPOKANE COUNTY employees, including, but not limited to, health insurance, sick leave, PTO, vacation, pension, longevity, disability leave or any other benefit provided.

The SRHD will be solely and entirely responsible for its acts and the acts of its agents, employees, consultants, subcontractors, agencies, or otherwise, during the performance of this Interlocal Agreement.

The SRHD shall be responsible for paying shall be solely responsible for paying any and all taxes associated with services provided by the SRHD, including but not limited to income and social security taxes.

#### **SECTION NO. 6: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

SPOKANE COUNTY: Dr. Veena Singh

Spokane County Medical Examiner

102 South Spokane St.

Spokane, Washington 99202 vsingh@spokanecounty.org

SRHD:

Alicia M. Thompson, DrPH, LMSW

Administrative Officer

Spokane Regional Health District

1101 West College Spokane, WA 99201 athompson@srhd.org

#### **SECTION NO. 7:** INDEMNIFICATION

The SRHD shall indemnify, defend and hold harmless SPOKANE COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the SRHD's intentional or negligent acts or breach of its obligations under the agreement. The SRHD's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SPOKANE COUNTY, its officers and employees.

SPOKANE COUNTY shall indemnify, defend and hold harmless the SRHD, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE COUNTY's intentional or negligent acts or breach of its obligations under the agreement. SPOKANE COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the SRHD, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

#### **SECTION NO. 8:** MODIFICATION/AMENDMENT

No modification of amendment of this Interlocal Agreement shall be valid until the same is reduced to writing and executed with the same formalities as the present Interlocal Agreement.

#### **SECTION NO. 9: ASSIGNMENTS**

This Interlocal Agreement is binding on the PARTIES and their heirs, successors, and assigns. No

party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

#### **SECTION NO. 10:** COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Interlocal Agreement, including, but not limited to the following:

Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;

Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))

Privacy - Privacy Act of 1974, 5 U.S.C. 552a.

#### Washington State Laws and Regulations:

Local Health Departments, Boards, RCW 70.05.030 through 70.05.40:

Child Mortality Review, RCW 70.05.170;

Fatality Review Teams, RCW 70.05.210;

Discrimination-human rights commission, Chapter 49.60 RCW;

Ethics in public service, Chapter 42.52 RCW;

Open public meetings act, Chapter 42.30 RCW;

Health Districts, Chapter 70.46 RCW, and

Public records act, Chapter 42.56 RCW.

#### **SECTION NO. 11: NON-DISCRIMINATION**

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the SRHD will provide under the provisions of this Interlocal Agreement.

#### SECTION NO. 12: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Interlocal Agreement, both PARTIES shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of either Party's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Interlocal Agreement may be rescinded, canceled or terminated in whole or in part. The non-compliant Party shall, however, be given a reasonable time in which to cure the noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Interlocal Agreement.

#### **SECTION NO. 13: SEVERABILITY**

If any parts, terms or provisions of this Interlocal Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Interlocal Agreement. If it should appear that any part, term or provision of this Interlocal Agreement is in conflict with any statutory provision of the State of Washington and/or the federal government, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Interlocal Agreement shall be deemed to modify or conform to such statutory provision.

#### **SECTION NO. 14:** VENUE STIPULATION

This Interlocal Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Interlocal Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Interlocal Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 15:** ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Interlocal Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement. No changes or additions to this Interlocal Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

#### **SECTION NO. 16:** WAIVER

No officer, employee, agent or otherwise of either Party to the Interlocal Agreement has the power, right or authority to waive any of the conditions or provisions to this Interlocal Agreement. No waiver of any breach of this Interlocal Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Interlocal Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Interlocal Agreement, or to require at any time performance by either Party of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Interlocal Agreement of any part hereof, or the right of either Party to hereafter enforce each and every such provision.

#### **SECTION NO. 17:** PARTIES REPRESENTATIVES

SPOKANE COUNTY hereby appoints and the SRHD hereby accepts SPOKANE COUNTY'S Medical Examiner or her designee, as SPOKANE COUNTY'S liaison for the purpose of administering this Interlocal Agreement. The SRHD hereby appoints and SPOKANE COUNTY hereby accepts the SRHD's Administrative Officer or her designee, as the SRHD's liaison for the purpose of administering this Interlocal Agreement.

#### **SECTION NO. 18:** INSURANCE

The SRHD shall carry for the duration of this Interlocal Agreement, commercial general liability insurance with limits of not less than \$1,000,000, together with comprehensive automobile liability coverage of \$1,000,000 for any vehicle used to provide services under this Interlocal Agreement.

SPOKANE COUNTY is self-insured and shall pay for losses for which it is found liable.

#### **SECTION NO. 19: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the SRHD and SPOKANE COUNTY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The SRHD and SPOKANE COUNTY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

#### **SECTION NO. 20: ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Interlocal Agreement, in the event of litigation or other action brought to enforce the terms of the Interlocal Agreement, each party agrees

to bear its own attorneys' fees and costs.

#### SECTION NO. 21: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section and pursuant to RCW 70.05.170 includes:

- A. Medical, clinical and hospital records reviewed by a local health jurisdiction as part of the Child Fatality Review Process constitute protected health information under the Health Insurance Portability and Accountability Act (HIPAA). Autopsy reports generated by the Medical Examiner's Office that do not include any medical, clinical or hospital information are confidential, but not subject to HIPAA.
  - The records exchanged between the Parties may be classified by category (as defined in the OCIO Policy 141.10. Section 4 and shall be handled according to those policies and procedures if it is determined the information qualifies as Protected Health Information (PHI) under HIPAA; and
- B. HIPAA privacy regulations allows for the release of protected health information without specific client consent for public health investigations, 45 CFR 164.512(b). In addition to HIPAA, the Washington State legislative afforded review authority under RCW 70.05.170; and
- C. All health care information collected as part of a child mortality review is confidential, subject to the restrictions on disclosure provided for in RCW 70.02, RCW 70.05.170 and RCW 70.05.210. When documents are collected as part of a child mortality review, the records may be used solely by local health departments for the purposes of the review; and
- D. No identifying information related to the deceased child, the child's guardian or anyone interviewed as part of the child mortality review may be disclosed to the public. Any such information shall be redacted from any records produced as part of the review; and
- E. Any witness statements or documents collected from witnesses, or summaries or analyses of those statements or records prepared exclusively for purposes of a child fatality review, are not subject to public disclosure, discovery, subpoena, or introduction into evidence in any administrative, civil or criminal proceeding related to the death of a child reviewed. This provision does not restrict or limit discovery or subpoena from a health care provider of records or documents maintained by such health care provider in the ordinary course of business, whether or not such records or documents may have been supplied to a local health department pursuant to RCW 70.05.170. This provision shall not restrict or limit the discovery or subpoena of documents from such witnesses simply because a copy of a document was collected as part of a child mortality review; and
- F. No local health department official or employee, and no members of technical committees established to perform case reviews of selected child deaths may be examined in any administrative, civil, or criminal proceeding as to the existence or contents of documents assembled, prepared or maintained for purposes of a child fatality review; and
- G. The SRHD shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto; and

H. The SRHD shall notify SPOKANE COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **SECTION NO. 22: TERMINATION**

Any party may terminate this Interlocal Agreement by thirty (30) days' written notice to the other party.

#### **SECTION NO. 23:** RCW 39.34 REQUIRED CLAUSES

- A. Purpose: See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. <u>Separate Legal Entity:</u> This Interlocal Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the SPOKANE COUNTY Medical Examiner's Office participate in SRHD's Child Fatality Review process by providing the SRHD with child death notifications, access to case files and records on-site at the Spokane County Medical Examiner's Office and participation on the Case Review Panel.
- D. Responsibilities of the Parties: See provisions above.
- E. <u>Agreement to be Filed:</u> The SRHD shall place this Interlocal Agreement on its website for public access. SPOKANE COUNTY shall file this Interlocal Agreement with its' County Auditor or will place the Interlocal Agreement on its website.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 21 above.

**IN WITNESS WHEREOF**, the PARTIES have caused this Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED:	SPOKANE REGIONAL HEALTH DISTRICT
	By:
DATED: 1/8/25  ATTEST: SEAL MILE COUNTY OF SEA	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON  Many Luny Mary L. Kuney, Chair
Ginna Vasquez Clerk of the Board	Josh Kerns, Vice Chair  Al French, Commissioner  Amber Waldref, Commissioner  Chris Jordan, Commissioner

#### ATTACHMENT "A" SCOPE OF WORK

Spokane Regional Health District's (SRHD) Child Fatality Review is driven by its purpose to enhance effective prevention of child injury and mortality strategies through understanding the circumstances surrounding and contributing to the unexpected deaths of Spokane County residents up to age nineteen (19).

Authorized in Washington State by RCW 70.05.170 and RCW 70.05.210, SRHD's Child Fatality Review process includes three steps: identification, review, and prevention strategies for child injury and mortality in Spokane County. The Scope of Work outlined by this Interlocal Agreement defines the collaboration between SRHD and the Spokane County Medical Examiner's Office during the case identification and case review steps in the Child Fatality Review process coordinated by SRHD.

#### **Case Identification**

- Upon a monthly request, with a timeframe provided by the SRHD Fatality Review and Prevention Coordinator, the Spokane County Medical Examiner's Office will generate a listing of all Spokane County child deaths, which have occurred of children between the ages of birth and before the age of twenty (20). The listing generated each month will be provided as a physical document to the SRHD Fatality Review and Prevention Coordinator during the scheduled on-site visits at the Spokane County Medical Examiner's Office. The listing prepared by the Spokane County Medical Examiner's Office will serve as notifications of child deaths.
- On a predetermined as needed schedule, the SRHD Fatality Review and Prevention Coordinator will be responsible for coordinating with the Spokane County Medical Examiner's Office a time and date for on-site visits.
- During the scheduled on-site Spokane County Medical Examiner's Office visits will have access
  to the identified case files and records. This will include access to files and records contained
  within any electronic systems used by the Spokane County Medical Examiner's Office. When
  reviewing the case files and records, the SRHD Fatality Review and Prevention Coordinator will
  first determine whether the cases identified meet the SRHD Child Fatality Review case definition.
- If the case is determined to not meet the SRHD Child Fatality Review case definition, the SRHD Fatality Review and Prevention Coordinator will immediately cease review of the case file and records pertaining to that child. The SRHD Fatality Review and Prevention Coordinator shall document that the case was determined to not meet the SRHD Child Fatality Review case definition. No other documentation will be prepared on those cases that have been determined to not meet the SRHD Child Fatality Review case definition.
- When a case meets the SRHD Child Fatality Review case definition, the SRHD Fatality Review and Prevention Coordinator will use information from the case file and records pertaining to the case to prepare for case review meetings by completing applicable portions of the National Fatality Review Case Reports System data entry form. This documentation will be used to generate the case summary. The case summary will be presented during the case review meeting to the Multidisciplinary Team Members who are on the Case Review Panel. The SRHD Fatality Review and Prevention Coordinator will never photocopy or photograph reviewed case files or records to prepare for case review meetings.

#### **Case Reviews**

To prepare for the SRHD Child Fatality Multidisciplinary Case Review Panel meetings, SRHD's
Fatality Review and Prevention Coordinator will abstract information from available records,
including records reviewed at the Spokane County Medical Examiner's Office, to prepare case

- summaries. The case summaries will describe what is known about the life and death of each identified child. Case summaries are confidential, not available to the public, and only shared during Multidisciplinary Case Review Panel meetings.
- These case summaries are shared with the Multidisciplinary Case Review Panel team members who include staff from the Spokane County Medical Examiner's Office, as well as professionals from other community organizations who influence the health, safety, and wellbeing of children and families. Team members may also include representatives from local cultural organizations.
- Upon review of each child's case summary at the Multidisciplinary Case Review Panel meeting, the Multidisciplinary Case Review Panel members, including the Spokane County Medical Examiner's staff may share additional, relevant information from their agency records to contribute to a comprehensive understanding of each child's life and death.
- After confidential discussion, for each case reviewed, the Multidisciplinary Case Review Panel will identify findings related to preventability, risk factors, and protective factors.

#### Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

#### AGENDA SHEET

SUBMITTING DEPARTMENT: Medical Examiner

CONTACT PERSON: Veena Singh PHONE NUMBER: 509-477-3686

# CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY: Clerk's Resolution No. 25 - 0 3 2 0 Approved: Majority/Unanimous Denied: Majority/Unanimous Renews/Amends No. Public Works No. Purchasing Dept. No. Purchasing Dept. No.

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item: In the matter concerning an Agreement to Provide Support Services by the Spokane County Medical Examiner to the Spokane Regional Health District Child Fatality Review Process.

**DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request): This agreement facilitates the sharing of data to support case review panels focused on child fatalities. This is a renewal.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): None

REQUESTED BOARD ACTION (if any): Approve

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: N/A

This Item will need to be codified in the Spokane County Code: No