



Board of Health Meeting
Tuesday, April 27, 2021, 9:00 a.m.
13307 Miami Lane, Caldwell, ID 83607

Public comments specific to an agenda item for the April 27, 2021 meeting can be submitted at <https://www.surveymonkey.com/r/04272021> or by mail to: SWDH Board of Health, Attn: Administration Office, 13307 Miami Lane, Caldwell, ID, 83607. The period to submit public comments will close at 10:00 a.m. on Monday, April 26, 2021.

***Meeting Format :** In-person attendance at the meeting will be limited. Face coverings that fit close to the face and cover the nose and mouth will be required when physical distancing is not maintained. Acceptable face coverings include cloth masks made of tightly woven fabrics, such as cotton and cotton blends and medical and non-medical disposable masks. Anyone unable to attend the meeting in-person is invited to view the meeting on their own device through live streaming available on [the SWDH You Tube page](#).

Agenda

<u>A = Board Action Required</u>	<u>G =Guidance</u>	<u>I = Information item</u>
9:00 A	Call the Meeting to Order	Chairman Bryan Elliott
9:02	Pledge of Allegiance	
9:03	Roll Call	Chairman Bryan Elliott
9:05 A	Request for Additional Agenda Items; Approval of Agenda	Chairman Bryan Elliott
9:10	In-Person Public Comment	
9:25 I	Open Discussion	SWDH Board Members
9:55 A	Approval of Minutes – March 16, 2021 and March 24, 2021	Chairman Bryan Elliott
10:00 I	March 2021 Expenditure and Revenue Report	Troy Cunningham
10:10 A	FY 2021 Request for Additional Spending Authority	Troy Cunningham
10:25 G	Resolution Discussion	Commissioner Viki Purdy
10:40 A	Alignment of June Board of Health and IADBH meetings	Nikki Zogg
10:50 A	WICCC FY 2022 Budget Proposal	Sarah Andrade, Sam Kenney
11:00 A	WICCC Contract Extension	Sarah Andrade, Sam Kenney
11:10 A	WICCC Advisory Committee Bylaws Approval	Sarah Andrade, Sam Kenney
11:15	Break	
11:25 A	Environmental Health Fee Approval	Jaime Aanensen, Mitch Kiester
11:30 A	IADBH Executive Council Update	Commissioner Georgia Hanigan, Nikki Zogg
11:40 A	County Contributions	Nikki Zogg
11:50 A	FY2022 Budget Proposal	Nikki Zogg
12:05 I	Director's Report	Nikki Zogg
	Budget Committee Proxy Forms	
	Board of Health Term Expirations	
12:15	Executive Session pursuant to Idaho Code 74-206(1)(b), 74-206(1)(f)	
1:00	Adjourn	

NEXT MEETING: Tuesday, May 18, 2021 - Budget Committee - 9:00 a.m.; Board of Health - 9:30 a.m.

#1

COMPLETE

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Last Modified: Friday, April 23, 2021 4:07:12 PM
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Page 1

Q1

Public comment

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#2

COMPLETE

Collector: Web Link 1 (Web Link)
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Last Modified: Monday, April 26, 2021 11:13:52 AM
Time Spent: 00:00:10
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Page 1

Q1

Public comment

Test 2



**SOUTHWEST DISTRICT HEALTH
BUDGET REPORT FOR MAR 2021 (FY21)**

Target 75.0%

This month

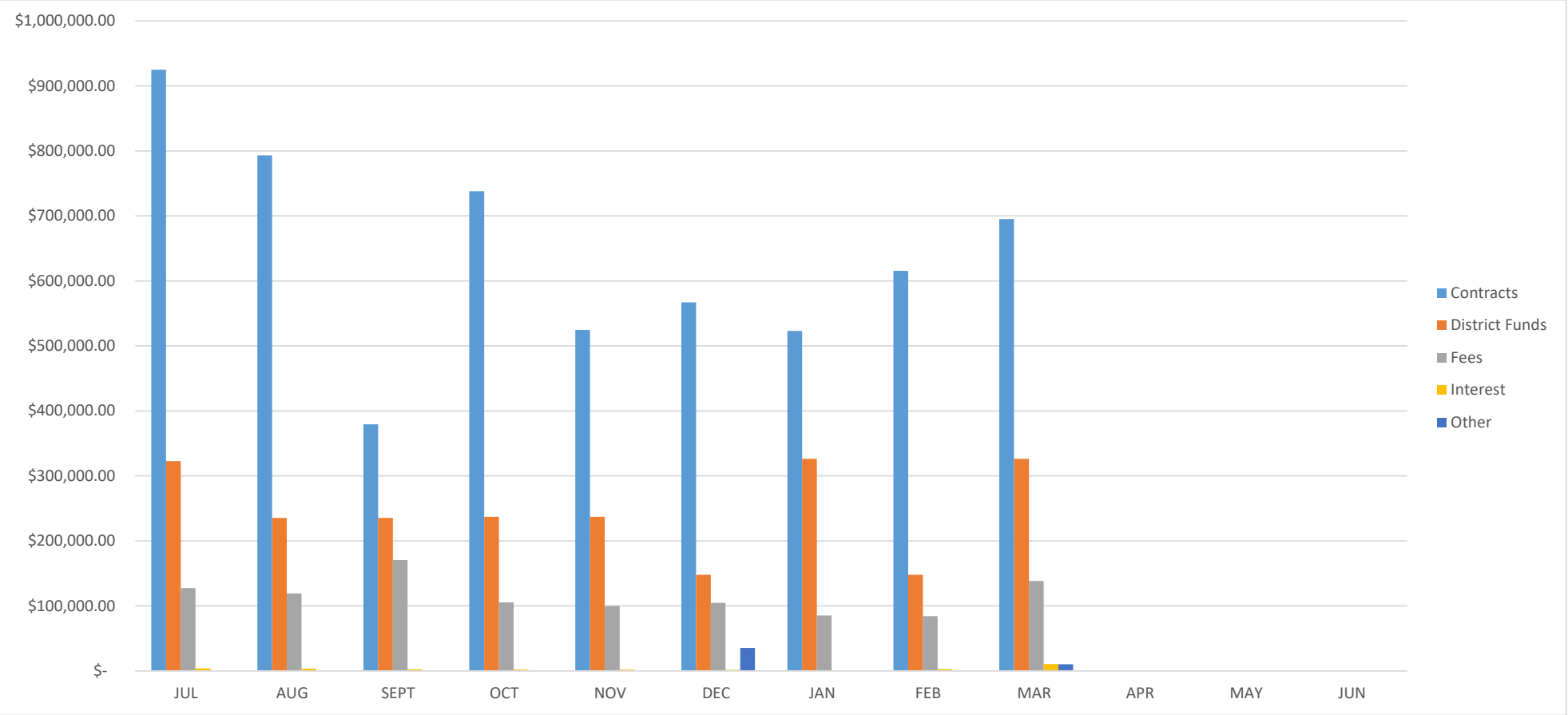
Fund Balances		
	Beginning Total:	Mar 31
General Operating Fund	\$ 66,114	\$ 610,032
Millennium Fund	\$ -	\$ 80,940
LGIP Operating	\$ 2,630,723	\$ 3,588,709
LGIP Vehicle Replacement	\$ 99,207	\$ 99,646
LGIP Capital	\$ 1,299,174	\$ 1,299,174
Total	\$ 4,095,218	\$ 5,678,500

Year-to-Date Cash Position				CHANGE
Carry Over:	Revenues:	\$ 9,295,939		
	Behavioral Health Board	\$ (10,793)		
	CRP	\$ (7,102)		
	Parents As Teacher	\$ (190,760)		
Net Revenue:		\$ 9,087,284	\$ 1,180,664	
Expenditures:		\$ (7,955,997)	\$ (876,137)	
Net Cash Position:		\$ 1,131,287	\$ 304,527	

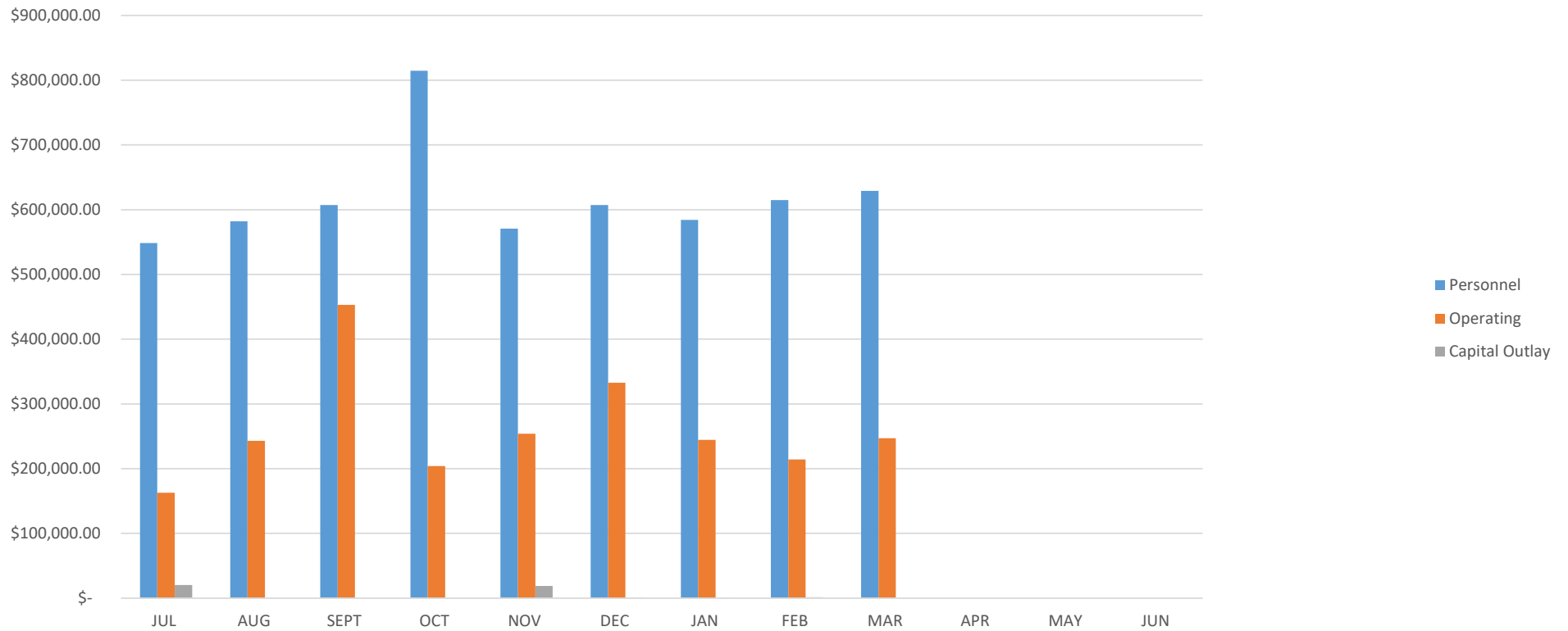
Revenue												
	Board of Health	Admin	Clinic Services	Env & Community Health	General Support	Buildings	Crisis Center	Total	YTD	Direct Budget	Total Budget	Percent of Direct
Fees	\$ -	\$ -	\$ 49,910	\$ 88,031	\$ -	\$ 420	\$ -	\$ 138,361	\$ 1,034,599	\$ 1,499,542	\$ 1,715,979	69%
Contracts	\$ -	\$ -	\$ 198,139	\$ 413,629	\$ -	\$ -	\$ 83,515	\$ 695,282	\$ 5,760,853	\$ 5,070,051	\$ 5,801,838	114%
Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,477	\$ 20,000	0%
Interest	\$ -	\$ 10,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,485	\$ 29,281	\$ 69,910	\$ 80,000	42%
District Funds	\$ 1,109	\$ 16,209	\$ 137,808	\$ 53,209	\$ 73,119	\$ 44,680	\$ -	\$ 326,134	\$ 2,215,773	\$ 3,817,978	\$ 4,369,047	
Carry-Over Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,655	\$ 61,195	\$ 70,027	
Other/Committed Funds	\$ -	\$ -	\$ 25	\$ -	\$ 378	\$ -	\$ 10,000	\$ 10,403	\$ 46,779	\$ 24,369	\$ 27,886	192%
Monthly Revenue	\$ 1,109	\$ 26,693	\$ 385,882	\$ 554,868	\$ 73,497	\$ 45,100	\$ 93,515	\$ 1,180,664	\$ 9,295,941	\$ 10,560,522	\$ 12,084,777	88.0%
Year-to-Date Revenue	\$ 7,534	\$ 139,492	\$ 3,088,270	\$ 4,281,095	\$ 673,878	\$ 306,340	\$ 799,328	\$ 9,295,939	Total Direct budget is \$10,560,522 + \$1,524,255 indirects= \$12,084,777			
Direct Budget	\$ 15,043	\$ 299,905	\$ 3,878,817	\$ 3,036,833	\$ 1,219,147	\$ 602,422	\$ 1,508,355	\$ 10,560,522				
Budget	\$ 15,043	\$ 299,905	\$ 4,724,791	\$ 3,682,696	\$ 1,238,534	\$ 602,422	\$ 1,521,386	\$ 12,084,777				
	50.1%	46.5%	79.6%	141.0%	55.3%	50.9%	53.0%	88.0%				

Expenditures												
Personnel	\$ 987	\$ 14,710	\$ 215,258	\$ 323,737	\$ 62,812	\$ 9,096	\$ 2,328	\$ 628,926	\$ 5,558,641	\$ 5,920,623	\$ 6,775,177	94%
Operating	\$ 467	\$ 1,670	\$ 61,847	\$ 78,869	\$ 6,839	\$ 19,736	\$ 77,783	\$ 247,211	\$ 2,355,801	\$ 4,478,408	\$ 5,124,800	53%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,554	\$ 161,491	\$ 184,800	26%
Monthly Expenditures	\$ 1,454	\$ 16,379	\$ 277,105	\$ 402,606	\$ 69,651	\$ 28,831	\$ 80,111	\$ 876,137	\$ 7,955,997	\$ 10,560,522	\$ 12,084,777	75.3%
Year-to-Date Expenditures	\$ 14,804	\$ 155,936	\$ 2,302,013	\$ 3,717,182	\$ 748,631	\$ 323,848	\$ 693,583	\$ 7,955,997	Total Direct budget is \$10,560,522 + \$1,524,255 indirects= \$12,084,777			
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	98.4%	52.0%	48.7%	100.9%	60.4%	53.8%	45.6%	65.8%				

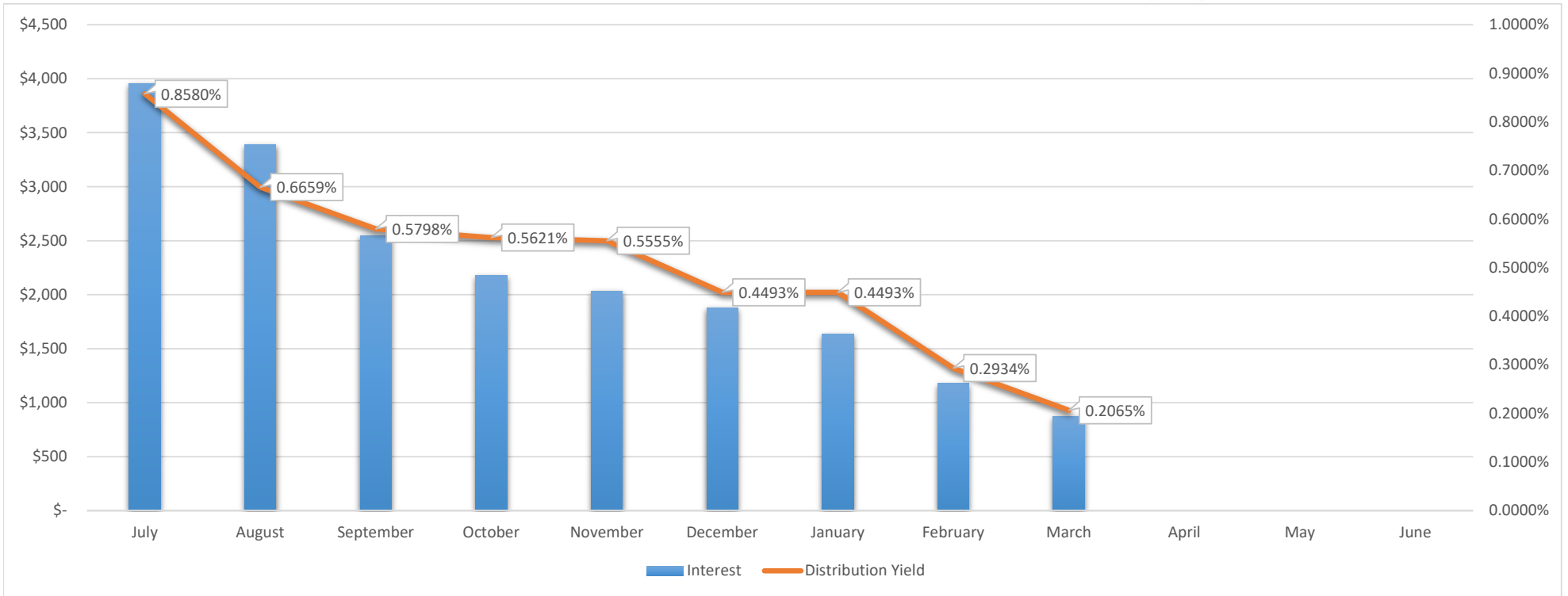
YTD REVENUES



YTD EXPENDITURES



YTD INVESTMENT YIELD TRENDS





**SOUTHWEST DISTRICT HEALTH
BUDGET REPORT FOR MAR 2021 (FY21)**

Target 75.0%

This month

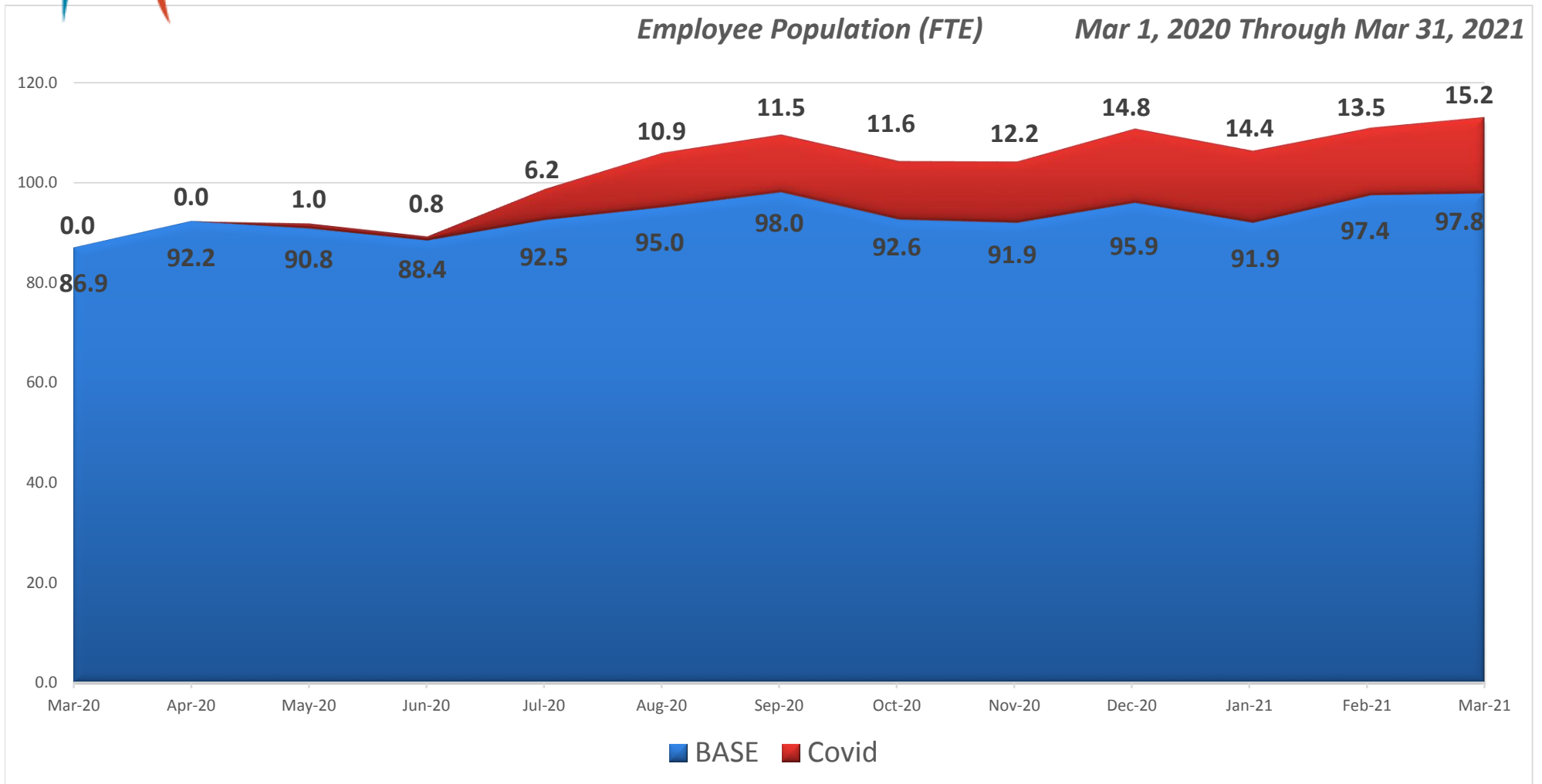
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Request: Add **\$1,060,000** to personnel to cover increased costs in personnel due to COVID-19 and fee based activities.
Calculation: \$320,000 Estimated per pay period x 4 remaining pay periods = \$1,280,000 - \$220,000 (still available) = \$1,060,000 Potential shortfall FY21.



*FTE data from total hours divided by payroll hours for the period. FTE variances created by more/less overtime and staff vacancies.
FY21 Budget FTE = 97.1

**SOUTHWEST DISTRICT HEALTH
RESOLUTION NO. _____**

**RESOLUTION OF THE BOARD OF HEALTH OF SOUTHWEST DISTRICT HEALTH,
STATE OF IDAHO, REJECTING INFRINGEMENT UPON THE RIGHTS OF
CITIZENS OF THE DISTRICT**

At a meeting Board of Health of Southwest District Health, State of Idaho, on the 27th day of April, 2021, the following Resolution was adopted, to-wit:

RECITALS

WHEREAS, the Declaration of Independence informs us that governments in this nation are instituted for the purpose of securing the unalienable rights of the citizenry, among which are life, liberty and the pursuit of happiness;

WHEREAS, Article I, Section 1, of the Idaho State Constitution informs us that all men are by nature free and equal, and have certain inalienable rights, among which are enjoying and defending life and liberty, and pursuing happiness;

WHEREAS, the First Amendment to Constitution of United States of America, and Article I, Section 10, of the Idaho State Constitution, memorialize and codify the unalienable right of the citizens of the United States of America and the State of Idaho to peaceably assemble;

WHEREAS, the citizens of the United States of America and the State of Idaho, and, more particularly, the citizens of both who are living in Adams, Washington, Payette, Gem, Canyon and Owyhee Counties, the political jurisdiction of Southwest District Health, are a free people endowed by their Creator with the aforementioned unalienable rights;

WHEREAS, in a free society such as ours, citizens have the freedom to make their own choices concerning their own lives and health, and individuals, not government, are best situated and best suited to make decisions for themselves concerning their own health and happiness;

WHEREAS, it is not the proper role of government to usurp the power of individual citizens to make decisions concerning their own lives and health, nor to substitute the judgment of an entire citizenry with that of but a very few government agents;

WHEREAS, the Board of Health of Southwest District Health believes that citizens living within the District are eminently capable of making responsible decisions concerning their own health and safety and do not require the Board of Health to make those decisions for them; and

WHEREAS, the Board of Health of Southwest District Health recognizes that its members are public servants with a duty to support and protect the citizens and businesses within the District, all of whom have suffered great hardships because of SARS-CoV-2 (COVID-19) and the State of Idaho's reaction thereto.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Health of Southwest District Health opposes any and all efforts to infringe upon the rights of the citizens of the District to enjoy life and liberty, to pursue happiness, and to peaceably assemble;

BE IT ALSO AND FURTHER RESOLVED that the Board of Health of Southwest District Health hereby expressly declares their unequivocal faith and confidence in the citizens of the District to make responsible decisions concerning their own health and safety;

BE IT ALSO AND FURTHER RESOLVED that the Board of Health of Southwest District Health will not infringe upon the rights of the citizens of the District by imposing or enforcing any restrictions or requirements on those citizens regarding their peaceable assembly or their daily lives, including, but not limited to, physical distancing, occupancy and attendance limitations, vaccinations and therapeutics, vaccination documentation, or mask wearing that are in any way related to SARS-CoV-2 (COVID-19); and

BE IT ALSO AND FURTHER RESOLVED that the Board of Health of Southwest District Health will not infringe upon the rights of the businesses and business owners within the District, nor will it impede the ability of the same, to operate their businesses in a manner that they, in their own discretion, deem adequately promotes the health and safety of their employees and patrons.

APPROVED AND ADOPTED this 27th day of April, 2021.

Board of Health, Southwest District Health

Bryan Elliot, Chair

Kelly Aberasturi, Vice-Chair

Sam Summers, MD

Keri Smith

Viki Purdy

Georgia Hanigan

Lyndon Haines

ATTEST:

Secretary



FY22 Budget Proposal

The Western Idaho Community Crisis Center (WICCC) will continue to receive funding from the Idaho Legislature for the next fiscal year. Since opening in April of 2018, WICCC has benefitted from strategic planning and supported tactics toward the development and implementation of a sustainability model to allow continued service to the communities in Region III.

The original sustainability model included contributions from the six counties based on their population and property valuation. Southwest District Health is proposing a sustainability model that will support the crisis center in continuing to function as a resource to community members and professionals. SWDH supports this proposal by offering the outcome benefits experienced by individuals, family systems and the community in addition to the significant cost savings experienced by having an immediate resource available to individuals who would otherwise be served by costly community accesses, such as the emergency department, fire department and law enforcement. This year, SWDH and WICCC leadership will travel to each of the counties within Region III and request that the counties support their communities by offering reimbursement for crisis center visits of uninsured residents at the current Medicaid rate.

From April 1st, 2020 to March 31st, 2021 WICCC completed a total of 3,029 admissions to individuals who met criteria for a crisis. In the past year, the WICCC experienced a 355% increase in utilization. SWDH, Lifeways and WICCC have worked aggressively to pursue contracts with a broad panel of insurance companies. This strategy has been largely successful, as payers see the benefit and savings associated with a member accessing WICCC over their local emergency room. WICCC is compensated \$310 per admission for individuals accessing the crisis center for individuals covered under Idaho Medicaid.

Of the 3,029 admissions completed in the past year, 1,426 admissions were completed for individuals, without insurance, from communities in Region III. Had these visits been covered, \$443,060 would have gone toward maintaining the sustainability of the center. Had these individuals accessed emergency services, rather than the crisis center, the cost to the individual, family system, emergency department or community funds would have been closer to \$1,711,200.

County	Uninsured Visits 4/1/20-3/31/21	Average Accesses Per Month	Cost of WICCC Stay @ \$310 Rate	Anticipated Cost of ED Visit
Adams	0	0	\$0	\$0
Canyon	1342	111.8	\$416,020	\$1,610,400
Gem	24	2	\$7,440	\$28,800
Owyhee	2	0.17	\$620	\$2,400
Payette	50	4.12	\$15,500	\$60,000
Washington	8	0.67	\$2,480	\$9,600

*** Table funding request pending new source of reimbursement for uninsured Idahoans based on impact of House Bill 316



2020-2021 Progress Update

Month	2020
January	16
February	13
March	38
April	26
May	43
June	36
July	88
August	100
September	126
October	151
November	96
December	164



"WICCC has helped me, after just moving to Idaho, keep myself clean and made sure that I had a safe discharge plan. I would recommend this place to anyone in need of a safe and comfortable detox. Thank you WICCC!"

ACHIEVEMENTS:

- WICCC was the only crisis center in Idaho to maintain *all* services throughout the year, despite struggles related to COVID.
- During quarantine, and after, WICCC has filled gaps created by program shut-downs, by offering: resources to individuals facing financial and food insecurity, homelessness, vocational resources, managing substance abuse and detox, grief and loss, etc.
- In 2019, WICCC developed a career pathways program through partnerships with local colleges and universities. In 2020-2021, WICCC has sponsored and facilitated 15 internships with associates, bachelor and masters level students. So far, 3 have graduated and gone on to obtain their license to practice.
- WICCC has secured a number of donations, contributing to ongoing material needs and breaking down barriers related to accessing the crisis center. Most recently, the Region III Behavioral Health Board secured a grant, via IROC, to fund secure transport, to and from WICCC, from anywhere in the region.

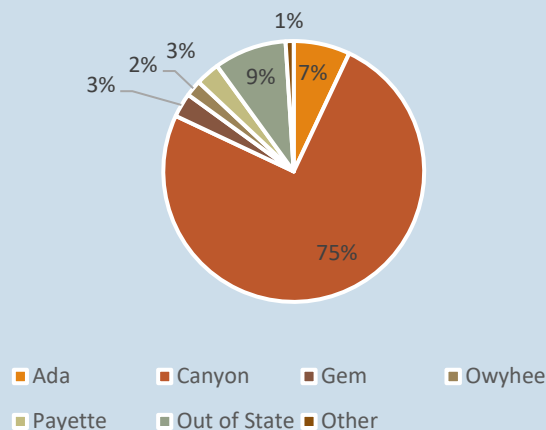
CURRENT ACCESS RATES:

- Since January, WICCC has completed 917 intakes, averaging 9 admissions per day.
- The current average length of stay is between 10 and 13 hours.
- In this time, WICCC staff have completed 4,993 services related to the treatment of individuals accessing the center.

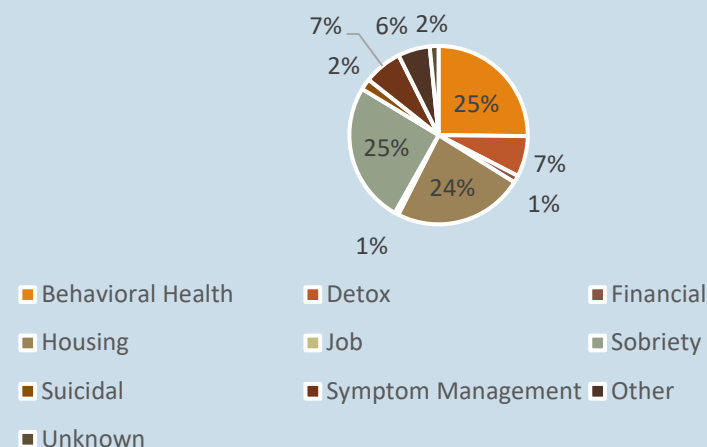
WHO IS SERVED BY WICCC?

- WICCC serves Adams, Canyon, Gem, Owyhee, Payette and Washington counties
- Any Adult 18+, willing to admit and participate
- All income level, insured or uninsured, no-Copay or cost to the individual or family
- Medical, mental health, substance abuse, law enforcement, and emergency service teams are *all* served by offering a resource that accepts each and every adult referral who's needs are not better met by an ER or inpatient facility.

COUNTY OF RESIDENCE (ANNUAL)



Reason for Accessing WICCC



Contract / Grant / Agreement Approval Routing Sheet

Lifeways, Inc. Business Office - 702 Sunset Drive, Ontario, OR 97914
 Telephone: (541) 889-9167 x208 Fax: (541) 889-7873 Email: bborger@lifeways.org

Description of Contract/Grant: BHCC Southwest District Health - Crisis Center
 Contractor / Other Party: Southwest District Health
 Department Contact / Email / Phone: Lacee Salina

☒ New Contract/Grant ☐ Amendment / Modification ☐ Renewal / Extension ☐ Addendum

Please attach Business Concept Form/Grant Proposal ☐ Form Attached ☐ Business Concept Form N/A Reason:

Contract/Grant Terms:

Contract/Grant Period: Begin Date: _____ End Date: _____

Contract/Grant Value: Per Fiscal Year: _____ Total Value: _____

Source of Funds: _____

Signatures Recommending Approval:

Subject Matter Expert/Principal on Grant: (Required Signature)

Signature: Lacee Salinas Date: 1/29/2019
 Name: Lacee Salinas Title: CQI & Accreditation Manager

Contract Administrator: (Required Signature)

Signature: Barry Borger Date: 1/29/2019
 Name: Barry J. Borger Title: Controller

Executive Director / Sponsor:

N/A

Signature: _____ Date: _____

Name: Micaela Cathey Title: Executive Director - Umatilla

Executive Director / Sponsored by:

Signature: Dennis Baughman Date: 1/30/2019
 Name: Dennis Baughman Title: Executive Director - Treasure Valley

Compliance & Security Officer: (not required for grants):

Signature: Christine Mosier-Cryslar Date: 1/30/2019
 Name: Christine Mosier-Cryslar Title: Compliance & Security Officer

CFO: (not required for grants):

Signature: Steven Jensen Date: 2/4/2019
 Name: Steven Jensen Title: Chief Financial Officer

CEO: (Required Signature)

Signature: Timothy Hoekstra Date: 2/6/2019
 Name: Timothy Hoekstra, MS, MBA Title: Chief Executive Officer

LIFEWAYS

APPLICATIONS / FORMS

REVIEW CHECKLIST

APPLICATION TITLE: BHCC Southwest District Health - Crisis Center

Date: 1/29/2019 **Initiator:** Lacey

S.M.E.: Lacey Salina **Monitor:** Barry Borger

Other Responsible Staff: Dennis, Steve

Review Date(s):

	✓	N/A ✓	Comment(s)
1. I have read the application/form, including all attachments and exhibits. The document has also been reviewed for grammar and punctuation.	X		DS BQB
2. All terms and conditions of the application/form conform to final negotiations of the parties. No supplementary verbal or written agreements were made.	X		DS BQB
3. All documents incorporated by reference in the application/form, including exhibits and appendices, are attached.	X		DS BQB
4. Those carrying out the terms of the application/form can meet the terms of the agreement (e.g., the work can be completed, and it can be completed according to any time limits provided in the application/form agreement).	X		DS BQB
5. As applicable, the application agreement meets regulatory requirements for liability limits and other insurance coverage.	X		DS BQB

* Application/Form agreements that include/represent 1) property purchases/leases; 2) non-standard or confusing language; 3) obligations exceeding 3 years; 4) high risk or liability to Lifeways, and 5) exceed \$100,000 in value annually require legal review by Lifeways Counsel or Specialty Counsel.

** Signed applications, attachments, and Review Checklist must be provided to Lifeways' Controller (original) and CEO Administrative Assistant (copy).

*** Applications/Forms that include tax filings or other financial filings that are prepared for or by Lifeway's Independent CPA Firm or may affect them in any way.


	✓	N/A ✓	Comment(s)
6. The application/form adequately describes all that the other party must do to make the agreement effective.	X		DS BJB
7. As application/form has been reviewed by Lifeways' Legal Counsel *		X	DS BJB
8. All application/form agreements/clauses which prohibit Lifeways from releasing or disclosing information include an exception which states, "except as required or allowed by law, or is otherwise required by a court of competent jurisdiction."	X		DS BJB
9. As applicable, the application/form has been reviewed by relevant Lifeways programs units including, but not limited to: a) CFO/Controller/Business Office b) Human Resources c) Compliance Unit d) Clinical Division e) Facilities f) Administration	X		DS BJB Controller
10. As applicable, confidentiality agreements and/or a Business Associate Agreement (BAA) have been signed by relevant parties to the agreement and are attached	X		DS BJB
11. If the agreement specifies who will own the results of this project (including raw data), the SME understands the provisions and finds them acceptable.	X		DS BJB
12. This application/form does not conflict with any other agreements, promises, or obligations of Lifeways	X		DS BJB
13. The dates and deliverables of the agreement are clear.	X		DS BJB

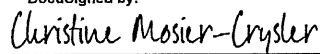
* Application/Form agreements that include/represent 1) property purchases/leases; 2) non-standard or confusing language; 3) obligations exceeding 3 years; 4) high risk or liability to Lifeways, and 5) exceed \$100,000 in value annually require legal review by Lifeways Counsel or Specialty Counsel.

** Signed applications, attachments, and Review Checklist must be provided to Lifeways' Controller (original) and CEO Administrative Assistant (copy).

*** Applications/Forms that include tax filings or other financial filings that are prepared for or by Lifeway's Independent CPA Firm or may affect them in any way.

	✓	N/A ✓	Comment(s)
14. Provisions for payment to identified parties are clear	X		^{DS} BJB
15. As application/form has been reviewed by Lifeways' Independent CPA Firm ***		X	^{DS} BJB
16. The application/form is being filed by the required date.	X		^{DS} BJB
17. The application/form extension is being filed by the required date.		X	^{DS} BJB
18. The full name, address, legal status (e.g., corporation, partnership, etc.) and contact person is clearly identified.	X		^{DS} BJB
19. Names of all persons signing agreement are printed or typed below or above signatures.	X		^{DS} BJB
20. Person(s) signing for Lifeways is/are authorized to sign this agreement.	X		^{DS} BJB
21. Over the life of the agreement, the agreement involves \$ See Attachment to Lifeways and/or \$ N/A from Lifeways.	X		^{DS} BJB

DocuSigned by:

 Signature
 Barry Borger Controller
 Name
 1/29/2019
 Date

DocuSigned by:

 Signature (Additional Reviewer)
 Christine Mosier-Cryslar, Compliance & Privacy Officer
 Name
 1/30/2019
 Date

* Application/Form agreements that include/represent 1) property purchases/leases; 2) non-standard or confusing language; 3) obligations exceeding 3 years; 4) high risk or liability to Lifeways, and 5) exceed \$100,000 in value annually require legal review by Lifeways Counsel or Specialty Counsel.

** Signed applications, attachments, and Review Checklist must be provided to Lifeways' Controller (original) and CEO Administrative Assistant (copy).

*** Applications/Forms that include tax filings or other financial filings that are prepared for or by Lifeway's Independent CPA Firm or may affect them in any way.

Scope of Work

I. General Requirement

A. District Responsibilities – Southwest District Health (District) will:

1. Oversee the Behavioral Health Community Crisis Centers (BHCCC) to ensure compliance with Idaho Administrative Code (IDAPA) 16.07.30, Behavioral Health Community Crisis Centers and Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers Act; application of the model, associated rules and patient safety. The District will perform annual audits, on-site visits, and ongoing monitoring of the BHCCC as necessary to fulfill its oversight responsibility.

B. Department Responsibilities - The Idaho Department of Health and Welfare (Department) will:

1. Assist the Contractor with accessing Department services such as behavioral health, Medicaid, food stamps, child support, Navigation services, etc.
3. Provide the Contractor with HIPAA compliant electronic health record (EHR) access through the Web Infrastructure for Treatment Services (WITS) to capture data, report client data, and provide training, documentation, and help desk support for WITS. See Attachment 2, Web Infrastructures for Treatment Services, for information pertaining to WITS.

B. Contractor's responsibilities - The Contractor shall:

1. Comply with all provisions of state and federal laws, rules, regulations, policies, standards and guidelines as indicated, amended or modified that govern performance of the services. This includes, but is not limited to:
 - a. IDAPA 16.07.30, Behavioral Health Community Crisis Centers;
 - b. Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers;
 - c. The Department's HIPAA Business Associate Agreement; and
 - d. Ensure procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department Records.
2. Ensure the BHCCC is fully operational within one hundred eighty (180) calendar days after the effective date of the contract or identification and selection of the BHCCC location.
3. Ensure that all service provision is delivered by persons who meet licensure and or certification qualifications, as appropriate within their field of study, and provide evidence of licensure, certification, and any other applicable qualifications.
4. Utilize the Department provided EHR (WITS) to capture all client related treatment history.
5. Participate as a non-voting member of the Advisory Board to guide the implementation and operation of the BHCCC.
6. Incorporate peer and/or recovery support services as part of the overall crisis service delivery system.
7. Ensure services to be provided are non-discriminatory. The Contractor shall not refuse services to any person because of race, color, religion or because of inability to pay.

8. Report to the Health District's contract manager any facts regarding irregular activities or practices that may conflict with federal or state rules and regulations discovered during the performance of activities under the contract.
9. Ensure all subcontractor and their employees meet all contract requirements. If the Contractor utilizes any entity other than their own entity to provide any of the services required, the relationship is considered that of a contractor- subcontractor for purposes of this contract. The Contractor shall for each subcontractor:
 - a. Complete and submit the Department's Acceptance of Subcontract form, provided upon request, prior to the Contractor performing any contracted service.
 - b. Shall supply to the Health District a copy of the subcontractor agreement between the Contractor and subcontractor /affiliate outlining their designated services.
10. Ensure that the crisis center pursues affiliate agreements with the other necessary ancillary psychiatric crisis services that are a part of the full continuum of crisis psychiatric service. The BHCCC shall have an operational flow process that allows access during the crisis and post discharge to provide comprehensive services to clients.
11. Develop and maintain Policies and Procedures that address items identified in the Scope of Work.

II. Behavioral Health Community Crisis Center Building/Facility

- A. The Contractor shall report any building/facility maintenance issues or concerns to the Health District within 24 hours of identification.
- B. The Contractor shall be responsible for the following building/facility costs including, but not limited to:
 1. Modifications or improvements above and beyond what is provided by the Health District;
 2. Office furniture;
 3. Housekeeping; and
 4. Insurances (i.e., personal liability and personal property)

III. Implementation and Readiness Review

- A. The Contractor shall have a fully operational BHCCC and implement services as outlined in this contract within one hundred eighty (180) calendar days from the effective date of the contract or identification and selection of the BHCCC location.
- B. The Contractor shall pass a readiness review prior to the implementation of services. The following tasks and completion dates will be included as part of the Readiness Review and shall be due by the following timeframes:
 1. Startup cost budget (as identified in the Cost and Billing matrix) due no later than thirty (30) calendar days after the execution date of the contract.
 2. Equipment and Supplies (purchase items) no later than forty five (45) calendar days prior to the anticipated service implementation date;
 3. Ancillary services (purchase or negotiate donations) no later than forty five (45) calendar days prior to the anticipated service implementation date;

4. Work Force (hire and train personnel) within thirty (30) calendar days prior to the anticipated service implementation date;
5. Policies and procedures, including but not limited to: all required tools to provide the requested contract services, facility, operations, staff requirements, quality assurance, and clinical supervision, within forty five (45) calendar days prior to the anticipated service implementation date;
6. Staff trained to use WITS no later than fifteen (15) calendar days prior to the anticipated service implementation date; and
7. Cultural Competency Plan completed no later than forty five (45) calendar days prior to anticipated service implementation date.
8. Demonstrate ability to collect and report on performance and quality measures as defined by the District within sixty (60) calendar days prior to anticipated service implementation date.
9. Demonstrate ability to bill standard public and commercial insurance types (i.e., capture full member name, DOB, Member ID, Person Code, and Group # and keep a record of insurance care images on file).

IV. Operation Services

A. The Contractor shall provide, operate and manage a voluntary outpatient facility (a BHCCC) as follows:

1. Hours:
 - a. Operate twenty four (24) hours a day, seven (7) days a week and three hundred sixty five (365) days a year, telephonically, face-to-face and available for provider-provider and provider-client consultation via video conferencing with crisis center staff. The Contractor shall have the ability to provide video conferencing for the purposes of telehealth within the first 24 months of operation.
 - b. Not provide services to a client for more than twenty three (23) hours and fifty nine (59) minutes in a single episode of care.
2. Facility Description:
 - a. Be a voluntary outpatient facility.
 - b. Maintained in a manner consistent with Mental Health Diversion Unit rule, IDAPA 16.07.50.
 - c. Americans with Disabilities Act (ADA) Compliant.
 - d. At a minimum, provide bed space for twenty (20) male/female beds within the first six (6) months of operation.
 - e. Maintain a welcoming atmosphere in the lobby space for incoming clients/visitors.
 - f. Ensure facility is appropriately equipped to provide telehealth in order to expand crisis center access in rural and frontier areas of the region within 24 months with additional funding.
 - g. Provide confidential office space for medical, case management and behavioral health interventions.

- h. Have available:
 - i. Eating utensils and cups;
 - ii. Coffee, water and other beverages, as available;
 - iii. Non-perishable, self-prepared snack items such as cup of soup, granola bars, cheese and crackers, peanut butter sandwiches, pudding cups or other similar items; and
 - iv. Limited daily transportation to community partner places of business such as the Department of Labor, Social Security Administration, Federally Qualified Health Centers, transitional housing, Recovery Center and Public Health District.
- i. Have available, on an "as needed" basis:
 - i. Sweat pants, scrubs, tee shirts, sweatshirts, etc.
 - ii. Personal care products; and
 - iii. A means of securing personal possessions including: medication, valuables, clothing, weapons, etc.
 - iv. Bus and cab vouchers

V. Assessment and Evaluation Services

- A. The Contractor shall provide services to adults in a behavioral health crisis for no more than twenty three (23) hours and fifty nine (59) minutes per single episode of care.
- B. The Contractor shall document in the WITS system the reason for denying services to those applying for services.
- C. Intake Eligibility Assessment
 - 1. The Contractor shall provide an Intake Eligibility Assessment. The intake eligibility assessment must be completed within thirty (30) minutes of application for services. The intake eligibility assessment shall determine if a person is in a behavioral health crisis and whether or not they require a higher level of care (e.g., inpatient, emergency room or urgent care services). The intake eligibility assessment must be documented in WITS. The eligibility assessment intake must be possible by phone or other telehealth method when the client is not physically onsite.
 - 2. Medical Assessment
 - a. The Contractor shall provide a medical assessment by qualified staff 24/7 (e.g., EMT, RN). The medical assessment shall further evaluate the client for immediate medical needs. The medical assessment shall also determine current medical needs and provide a health history. The medical assessment must be documented in WITS.
 - 3. Risk Assessment
 - a. The Contractor shall provide a risk assessment by a licensed professional and document in WITS.
 - 4. Behavioral Health Assessment
 - a. The Contractor shall complete a behavioral health assessment on each client and document in WITS. The behavioral health assessment shall be used to develop the plan of care, intervention services and referral services to ensure the appropriate continuum of care is identified for each client. The behavioral health assessment

shall include:

- i. Presenting problem,
- ii. Treatment history,
 - a) Hospitalization
 - b) Emergency room visits
 - c) Outpatient treatment
 - d) Medications
- iii. Substance abuse history, and
- iv. Recommendations.

- b. An updated behavioral health assessment may be used on clients who were assessed within the last three (3) months (e.g. presenting problem, treatment history).

VI. Plan of Care

- A. The Contractor shall complete a plan of care based on findings from the medical and behavioral health assessments for all clients admitted to the BHCCC. The plan of care shall be individualized, person-centered, strengths-based, collaborative, family and community focused, culturally competent, utilize natural supports, tie into the local continuum of care resources, and be outcomes based. The plan of care shall be documented in WITS.
- B. The Contractor shall utilize ongoing observation, assessment and evaluation to make changes to services while at the BHCCC. This information, along with the client's benefits and resources, shall be used to make referrals to ongoing services.

VII. Intervention Services

- A. The Contractor shall provide stage-wise treatment and intervention services based on the Dr. Kenneth Minkoff, M.D. model to address co-occurring psychiatric and substance use disorders.
 - 1. Acute Stabilization - safe sobering up and stabilization of acute psychiatric symptoms within the scope of the crisis center.
 - 2. Motivational Enhancement - individualized motivational strategies to help individuals who have made no commitment to change.
 - 3. Active Treatment - for individuals who need to learn and practice skills or access resources in the community to manage their substance and mental health symptoms.
 - 4. Relapse Prevention - specific skills training on participation in self-help recovery programs, as well as specialized self-help programs like Dual Recovery Anonymous.
 - 5. Rehabilitation and Recovery - developing new skills and capabilities based on strengths, and on developing improved self-esteem, pride, dignity, and sense of purpose in the context of the continued presence of mental health and substance use disorders.
- B. The Contractor shall provide services in the least restrictive manner and shall not utilize seclusion or restraints as part of its intervention services.

- C. If an individual requires care in an involuntary inpatient setting, the Contractor shall coordinate transportation to an appropriate setting.
- D. The Contractor shall document, in WITS, interventions rendered and client response.
- E. The Contractor shall incorporate the recovery model, to include the use of certified Peer Support Specialists or Recovery Coaches.

VIII. Referral Services

- A. The Contractor shall make referrals based on identified functional areas of impairment (medical, behavioral health signs and symptoms, vocational, financial, housing, family, social activities of daily living, transportation, legal, and substance use). This aftercare plan shall be documented in WITS.

IX. Aftercare Plan

- A. The Contractor shall provide a written aftercare plan for each client prior to leaving the BHCCC. The aftercare plan shall include, at a minimum, connection to a peer, Recovery Support Specialist or healthcare provider and at a maximum, referral to emergency care. This aftercare plan shall be documented in WITS. The aftercare plan should include services that are accessible within seven (7) business days.
- B. The Contractor will attempt to identify a collateral contact (i.e., family, friend or others in support of client's recovery goals) for each client, and whenever possible, include the contact(s) in the aftercare plan.
- C. The Contractor shall make one (1) attempt to follow-up with all clients and/or collateral contact within 24 hours and two additional attempts to follow-up within 30 days to assess clients' follow through with the aftercare plan and document the follow-up encounter (e.g., followed through with aftercare plan, sought care at an emergency department, was incarcerated, etc.).
 - 1. The Contractor shall document clients' follow-up of their aftercare in WITS and include, as applicable:
 - a) Whether the client kept his/her initial appointment
 - b) Document any barriers or challenges to completed the aftercare plan

X. Staffing

- A. The Contractor shall:
 - 1. Ensure that staff assessing for mental health and substance use disorders and appropriateness for the facility have the training, skills, and current professional licensure to perform their scope of work.
 - 2. Have a clinical supervisor to provide direction and guidance of all clinicians doing integrated mental health and substance use disorders assessments.
 - 3. Provide security twenty four (24) hours per day through a contracted security company, law enforcement officers, or hired security staff.

XI. Cultural Competence

- A. The Contractor shall develop and implement a Cultural Competency Plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to

provide culturally and linguistically appropriate services with specific focus on Native Americans' and Hispanics' needs. The Contractor shall submit a draft Cultural Competency Plan no later than fifty five (55) calendar days prior to the anticipated service implementation date for District review. The Contractor shall finalize the Cultural Competency Plan and submit it no later than forty five (45) calendar days prior to the anticipated service implementation date.

XII. Bilingual/Multicultural

- A. The Contractor shall ensure bilingual/multicultural staff are available at the BHCCC. Bilingual/multicultural staff or alternative interpreting or translation resources shall, at a minimum, speak English and Spanish and any other language spoken by at least five percent (5%) of the population within the service area.

XIII. Outcome Measures and Data

- A. The Contractor shall use, at a minimum, the following benchmarks to measure the effectiveness and efficiencies of the BHCCC.
1. The number of crisis center admissions that self-report going to a crisis center as an alternative to seeking other forms of emergency care (e.g., hospital, ER, urgent care).
 2. The number of individuals assessed at the BHCCC and referred to a higher level of care (e.g., hospital, ER, urgent care) or law enforcement.
- B. The Contractor shall periodically complete a unit cost analysis. The unit cost analysis will be defined by the Contractor in cooperation with the District.
- C. The Contractor shall compile and report data on a quarterly basis. A report of findings will be written by the District and sent to the Advisory Board, Contractor and the Department.
- D. The Contractor shall ensure data is accurately recorded in WITS.

XIV. Community Engagement

- A. The Contractor shall:
1. Engage community partners with a shared goal of improving community mental health.
 2. Identify opportunities to form formal and informal relationships or partnership that support the patients' broader healthcare and social needs.
 3. Pursue opportunities for in-kind donations or support that can help control costs associated with the operations of the crisis center.

XV. Quality Assurance

- A. The Contractor shall:
1. Maintain a quality improvement plan that documents the process to be used in ensuring the quality of services provided.
 2. Meet regularly, or as needed with the Department staff to discuss individual case, treatment recommendations and service responsibilities.
 3. Upon discharge, provide each client with a satisfaction survey that includes questions related to the quality of service, the outcomes of services and their perception of additional needs not addressed by the BHCCC.

4. Provide an opportunity for stakeholders to evaluate service performance and the need for additional training or collaboration each time they interact with the BHCCC. Contractor shall establish a feedback mechanism for stakeholders, preferably in a written format using a set of standard metrics or at least either verbally or in writing through the use of a suggestion box at the facility or via email. Stakeholders may include ancillary service vendors, law enforcement, hospitals, government entities, private and commercial health insurers, and others who interact with the BHCCC.
5. Distribute annual surveys to the ancillary service vendors, hospitals, law enforcement, and other organizations affiliated with the BHCCC. Questions on this survey shall address the quality of services, the outcomes of services, and the organization's perception of additional needs not addressed at the BHCCC.

XVI. Records and Documentation

- A. The Contractor shall use WITS to document all delivered services in the individual's record and maintain the record at the Contractor's location. Records shall include, at a minimum:
 1. Intake Eligibility Assessment,
 2. Plan of Care,
 3. Intervention services provided,
 4. Referral services, and
 5. Aftercare plan to include documentation of follow-up actions.
- B. The Contractor shall collect data in an alternate system as needed for reporting.
- C. The Contractor shall work with the District to develop complete and accurate reports, as some data will be collected and analyzed by the District.

XVII. Sustainability

- A. The Contractor shall:
 1. Participate and contribute to the District's efforts to develop and submit a Sustainability Plan to the Department at the conclusion of the second (2nd) year of actual service provision.

XVIII. Transition of Services

- A. The Contractor shall develop a Transition Plan that describes the process for ensuring a smooth transition of project services and transfer of project materials, documentation and data either to the District or to another Contractor upon termination or expiration of the contract. The Transition Plan shall be negotiated with the District upon contract termination or ninety (90) calendar days prior to expiration of the contract, whichever comes first. The District reserves the right to request a Transition Plan during the effective dates of the contract.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

AGENCY OFFICIAL:

Lifeways, Inc.

Southwest District Health

Name of Organization

Name of Organization

Timothy Hoekstra

Nikole Zogg

Name of Signature Authority (printed)

Name of Signature Authority (printed)

CEO

Director

Title

Title

DocuSigned by:
Timothy Hoekstra
D236A49AFCF34EF...

DocuSigned by:
Nikole Zogg
F9367DBC4B3847D...

Signature

Signature

2/6/2019

2/6/2019

Date

Date

Mailing Address:

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Ontario, OR 97914

Caldwell, ID 83607

Email Address

thoekstra@lifeways.org

208.455.5300

Telephone No.

Telephone No.

BUSINESS ASSOCIATE AGREEMENT

SOUTHWEST DISTRICT HEALTH and Lifeways, Inc.

This Agreement is made effective the **1st day of January 2019** by **SOUTHWEST DISTRICT HEALTH (13307 Miami Lane, Caldwell, ID 83607)** and between Lifeways, Inc., (702 Sunset Drive, Ontario, OR 97914) hereinafter referred to as “Covered Entity”, and, **SOUTHWEST DISTRICT HEALTH** hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

Sections 261 through 264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of personal health information (“PHI”); and

Pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

The American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

The Parties wish to enter into or have entered into an arrangement whereby **Covered Entity** will provide **behavioral health community crisis intervention and services in Region 3**. under the **Contract between Southwest District Health and Lifeways, Inc.**, and, pursuant to such arrangement, **Business Associate** may be considered a business associate of **Covered Entity** as defined in the HIPAA Security and Privacy Rule (**the Southwest District Health Contract PHD3-012018 Agreement between Southwest District Health and Lifeways, Inc.** evidencing such an arrangement is hereby referred to as the “**Services Agreement**”); and

Business Associate and Covered Entity may have access to Protected Health Information (as defined below) in fulfilling their responsibilities under such arrangement;

In consideration of the Parties’ continuing obligations under the **Services Agreement**, compliance with 45 CFR, the HIPAA Security and Privacy Rule, and 42 CFR part 2 Confidentiality of Alcohol and Drug Abuse Patient Records, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule (45 CFR parts 160 and 164), 45 CFR part 2, and the Health Information Technology for Economic and Clinical Health Act, and to protect the interests of both Parties.

Article I. – DEFINITIONS

- 1.1 Except as otherwise defined herein, all bolded terms in this Exhibit shall have the definitions set forth in the **HIPAA Security and Privacy Rule**. In the event of an inconsistency between the provisions of this **Agreement** and mandatory provisions of the **HIPAA Security and Privacy Rule**, as amended, the **HIPAA Security and Privacy Rule** shall control. Where provisions of this **Agreement** are different than those mandated in the **HIPAA Security and Privacy Rule** but are nonetheless permitted by the **HIPAA Security and Privacy Rule**, the provisions of this **Agreement** shall control.
- 1.2 **Defined Terms.** As used in this Agreement, terms defined in the preamble and recitals of this Agreement have the meanings set forth, and the following terms have the meanings as stated below:
- 1.2.1 **"Agreement"** means this **Business Associate Agreement** as it accompanies the **Services Agreement**.
 - 1.2.2 **"Covered Entity"** shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this **Agreement**, shall mean **Lifeways, Inc.** The term **"Business Associate"** acknowledges and agrees that all Protected Health Information that is created or received by **Covered Entity** and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by **Covered Entity** or its operating units to **"Business Associate"** or is created or received by **Business Associate** on **Covered Entity's** behalf shall be subject to this **Agreement**.
 - 1.2.3 **"Business Associate"** shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this **Agreement**, shall mean **SOUTHWEST DISTRICT HEALTH**.
 - 1.2.4 **"Electronic Protected Health Information"** means Protected Health Information which is transmitted by Electronic Media (as defined in the **HIPAA Security and Privacy Rule**) or maintained in Electronic Media.
 - 1.2.5 **"HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - 1.2.6 **"Protected Health Information"** means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation **"Electronic Protected Health Information"** as defined in this Article.
 - 1.2.7 Except as otherwise defined herein, any and all capitalized terms in this Exhibit shall have the definitions set forth in the **HIPAA Security and Privacy Rule**. In the event of an inconsistency between the provisions of this **Agreement** and mandatory provisions of the **HIPAA Security and Privacy Rule**, as amended, the **HIPAA Security and Privacy Rule** shall control. Where provisions of this **Agreement** are different than those mandated in the **HIPAA Security and Privacy Rule** but are nonetheless permitted by the **HIPAA Security and Privacy Rule**, the provisions of this **Agreement** shall control.

Article II. - CONFIDENTIALITY AND SECURITY REQUIREMENTS

2.1 Business Associate agrees:

2.1.1 To use or disclose any Protected Health Information solely:

- 2.1.1.1** for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom **Covered Entity** is required to disclose such information or as otherwise permitted under this **Agreement**, the **"Services Agreement"** (if consistent with this **Agreement** and the **HIPAA Security**

and Privacy Rule and 42 CFR part 2), and as would be permitted by the **HIPAA Security and Privacy Rule** if such use or disclosure were made by **Covered Entity**.

2.1.1.2 All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements, and 42 CFR part 2 regarding Substance Use Disorder treatment;

2.2 At termination of this **Agreement**, the **Services Agreement** (or any similar documentation of the business relationship of the Parties), or upon request of **Covered Entity**, whichever occurs first, if feasible, **Business Associate** will return or destroy all Protected Health Information received from or created or received by **Business Associate** on behalf of **Covered Entity** that **Business Associate** still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, **Business Associate** will extend the protections of this **Agreement** to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

2.3 To ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by **Business Associate** on behalf of **Covered Entity**, agrees to the same restrictions and conditions that apply to **Business Associate** with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is **Electronic Protected Health Information**. In addition, **Business Associate** agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause **Business Associate** to breach the terms of this **Agreement**;

2.4 **Business Associate** shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the **Covered Entity** of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the **Covered Entity's** breach analysis procedures, including risk assessment, if requested.

2.4.1 A breach shall be treated as discovered by **Business Associate** as of the first day on which such breach is known to **Business Associate** or, by exercising reasonable diligence, would have been known to **Business Associate**.

2.4.2 **Business Associate** will provide such notification to **Covered Entity** without unreasonable delay and in no event later than sixty (60) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

2.4.3 **Business Associate** will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to **Business Associate**.

2.4.4 **Business Associate** will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual.

2.4.5 **Business Associate** will not engage in any communication which might be deemed to be "marketing" under the HITECH Act.

2.4.6 In addition, **Business Associate** will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to **Business Associate**.

2.5 Notwithstanding the prohibitions set forth in this **Agreement**, **Business Associate** may use and disclose Protected Health Information as follows:

- 2.5.1 If necessary, for the proper management and administration of **Business Associate** or to carry out the legal responsibilities of **Business Associate**, provided that as to any such disclosure, the following requirements are met:
 - 2.5.1.1 the disclosure is required by law; or
 - 2.5.1.2 **Business Associate** obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies **Business Associate** of any instances of which it is aware in which the confidentiality of the information has been breached;
 - 2.5.1.3 for data aggregation services, if to be provided by **Business Associate** for the health care operations of **Covered Entity** pursuant to any agreements between the Parties evidencing their business relationship.
 - 2.5.1.4 For purposes of this **Agreement**, data aggregation services means the combining of Protected Health Information by **Business Associate** with the protected health information received by **Business Associate** in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- 2.6 **Business Associate** will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this **Agreement**.
 - 2.6.1 **Business Associate** will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any **Electronic Protected Health Information** that it creates, receives, maintains, or transmits on behalf of **Covered Entity** as required by the **HIPAA Security and Privacy Rule**.
- 2.7 The Secretary of Health and Human Services shall have the right to audit **Business Associate's** records and practices related to use and disclosure of Protected Health Information to ensure **Covered Entity's** compliance with the terms of the **HIPAA Security and Privacy Rule**.
- 2.8 **Business Associate** shall report to **Covered Entity** any use or disclosure of Protected Health Information which is not in compliance with the terms of this **Agreement** of which it becomes aware. **Business Associate** shall report to **Covered Entity** any Security Incident of which it becomes aware. For purposes of this **Agreement**, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, **Business Associate** agrees to mitigate, to the extent practicable, any harmful effect that is known to **Business Associate** of a use or disclosure of Protected Health Information by **Business Associate** in violation of the requirements of this **Agreement**.

Article III. - AVAILABILITY OF PHI

- 3.1 **Business Associate** agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the **HIPAA Security and Privacy Rule** to which **Covered Entity** has agreed and of which **Business Associate** is notified by **Covered Entity**.
- 3.2 **Business Associate** agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the **HIPAA Security and Privacy Rule**.
- 3.3 If **Business Associate** maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual.

- 3.4 **Business Associate** agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the **HIPAA Security and Privacy Rule**.
- 3.5 In addition, **Business Associate** agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the **HIPAA Security and Privacy Rule** and Section 13405(c)(3) of the **HITECH Act**.
- 3.6 **Business Associate** and **Covered Entity** shall cooperate in providing any accounting required on a timely basis.

Article IV. - TERMINATION

- 4.1 Notwithstanding anything in this **Agreement** to the contrary, **Covered Entity** shall have the right to terminate this **Agreement** and the **Services Agreement** immediately if **Covered Entity** determines that **Business Associate** has violated any material term of this **Agreement**.
- 4.2 If **Covered Entity** reasonably believes that **Business Associate** will violate a material term of this **Agreement** and, where practicable, **Covered Entity** gives written notice to **Business Associate** of such belief within a reasonable time after forming such belief, and **Business Associate** fails to provide adequate written assurances to **Covered Entity** that it will not breach the cited term of this **Agreement** within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then **Covered Entity** shall have the right to terminate this **Agreement** and the **Services Agreement** immediately.

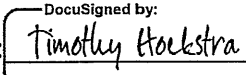
Article V. - MISCELLANEOUS

- 5.1 Except as expressly stated herein or the **HIPAA Security and Privacy Rule**, the Parties to this **Agreement** do not intend to create any rights in any third parties. The obligations of **Business Associate** under this Section shall survive the expiration, termination, or cancellation of this **Agreement**, the **Services Agreement** and/or the business relationship of the Parties, and shall continue to bind **Business Associate**, its agents, employees, contractors, successors, and assigns as set forth herein.
- 5.2 This **Agreement** may be amended or modified only in a writing signed by the Parties.
- 5.3 No Party may assign its respective rights and obligations under this **Agreement** without the prior written consent of the other Party.
- 5.4 None of the provisions of this **Agreement** are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this **Agreement** and any other agreements between the Parties evidencing their business relationship.
- 5.5 This **Agreement** will be governed by the laws of the State of Oregon.
- 5.6 No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- 5.7 The Parties agree that, if any documentation of the arrangement pursuant to which **Business Associate** provides services to **Covered Entity** contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this **Agreement**, the provisions of the more restrictive documentation will control.
- 5.8 The provisions of this **Agreement** are intended to establish the minimum requirements regarding **Business Associate's** use and disclosure of Protected Health Information.
- 5.9 If any provision of this **Agreement** is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this **Agreement** will remain in full force and effect.
- 5.10 In addition, in the event a Party believes in good faith that any provision of this **Agreement** fails to comply with the then-current requirements of the **HIPAA** Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this **Agreement**, if necessary to bring it into compliance. If, after such thirty-day period, the **Agreement** fails to comply with the **HIPAA** Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this **Agreement** as of the day and year written above.

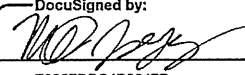
Lifeways, Inc. "**Covered Entity**":

By: 
DocuSigned by:
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Name: **Timothy Hoekstra, MS, MBA**

Title: **Chief Executive Officer**

SOUTHWEST DISTRICT HEALTH, "Business Associate":

By: 
DocuSigned by:
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Name: **Nikole Zogg**

Title: **Director**

**Southwest District Health
Contract**

CONTRACT NO. *PHD3-012018*

CONTRACT NAME: LIFEWAYS, INC.

This Contract is entered into by the Southwest District Health, hereinafter referred to as the **DISTRICT**, and **LIFEWAYS, INC.**, hereinafter referred to as the **CONTRACTOR**. This contract is anticipated to be effective as of **08/01/2018** and will expire on **01/01/2021**. As outlined in Paragraph II of the Contract Terms and Conditions, this Contract will not be effective until signed by all parties.

WITNESSETH: The DISTRICT enters into this Contract pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The CONTRACTOR agrees to undertake performance of this Contract under the terms and conditions set forth herein.

The Contractor agrees to provide, and the District agrees to accept the services detailed in the Scope of Work and generally described as follows:

Behavioral Health Community Crisis Center: Deliver crisis intervention and services in Region 3. The following Attachments are hereby incorporated and made a part of this Agreement:

General Terms and Conditions
Attachment A Riders
Attachment B Scope of Work
Attachment C Performance Metrics
Attachment D Cost Billing Procedure
Attachment E Reports
Attachment F Criminal History Background Checks
Attachment G Business Associate Agreement
Attachment H WITS
Attachment I Contractor Cybersecurity Questionnaire

TOTAL CONTRACT AMOUNT: \$2,566,040.00

PROGRAM COST ACCOUNT (PCA) 85000 – CRISIS CENTER

CONTRACT MANAGER: Cristina Froude

Attachment A

Riders

For the term of the Contract and until all services specified in the Contract are completed, the Subcontractor shall maintain in force, at its own expense, the following insurance.

- Commercial General Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence. Insurance required by this section shall name the District as an additional insured.
- Automobile Liability Insurance and, if necessary, Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Insurance required by this section shall name the District as an additional insured.
- Professional Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence.
- Premises Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000). Insurance required by this section shall name the District as an additional insured.
- Workers' Compensation Insurance which includes Employer Liability Insurance and shall comply with Idaho Statutes regarding Workers' Compensation in the amount of: \$100,000 per accident; \$500,000 disease policy limit; and \$100,000 disease, each employee.

If any of the liability insurance required for this contract is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this contract for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this contract, or twenty-four (24) months "prior acts" coverage is provided. Subcontractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

Prior to performing any services, the Subcontractor shall provide certificates of insurance to the District. The Subcontractor is also required to maintain current certificates on file with the District and to provide updated certificates upon request. Failure to provide the required certificates of insurance shall constitute a default under this Contract and upon such failure the District may, at its option, terminate the Contract. Insurance required by this section shall be policies or contracts of insurance issued by insurers approved by the District. Should any of above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provision.

The Subcontractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District.

Please send updated certificates to:

Southwest District Health
Finance Manager
13307 Miami Lane
Caldwell, ID 83607

Attachment B

Scope of Work

I. General Requirement

- A. District Responsibilities – Southwest District Health (District) will:
 - 1. Oversee the Behavioral Health Community Crisis Centers (BHCCC) to ensure compliance with Idaho Administrative Code (IDAPA) 16.07.30, Behavioral Health Community Crisis Centers and Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers Act; application of the model, associated rules and patient safety. The District will perform annual audits, on-site visits, and ongoing monitoring of the BHCCC as necessary to fulfill its oversight responsibility.
- B. Department Responsibilities - The Idaho Department of Health and Welfare (Department) will:
 - 1. Assist the Contractor with accessing Department services such as behavioral health, Medicaid, food stamps, child support, Navigation services, etc.
 - 3. Provide the Contractor with HIPAA compliant electronic health record (EHR) access through the Web Infrastructure for Treatment Services (WITS) to capture data, report client data, and provide training, documentation, and help desk support for WITS. See Attachment H, Web Infrastructures for Treatment Services, for information pertaining to WITS.
- B. Contractor's responsibilities - The Contractor shall:
 - 1. Comply with all provisions of state and federal laws, rules, regulations, policies, standards and guidelines as indicated, amended or modified that govern performance of the services. This includes, but is not limited to:
 - a. IDAPA 16.07.30, Behavioral Health Community Crisis Centers;
 - b. Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers;
 - c. The Department's HIPAA Business Associate Agreement; and
 - d. Ensure procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department Records.
 - 2. Ensure the BHCCC is fully operational within one hundred eighty (180) calendar days after the effective date of the contract or identification and selection of the BHCCC location.
 - 3. Ensure that all service provision is delivered by persons who meet licensure and or certification qualifications, as appropriate within their field of study, and provide evidence of licensure, certification, and any other applicable qualifications.
 - 4. Utilize the Department provided EHR (WITS) to capture all client related treatment history.
 - 5. Participate as a non-voting member of the Advisory Board to guide the implementation and operation of the BHCCC.
 - 6. Incorporate peer and/or recovery support services as part of the overall crisis service delivery system.
 - 7. Ensure services to be provided are non-discriminatory. The Contractor shall not refuse services to any person because of race, color, religion or because of inability to pay.
 - 8. Report to the Health District's contract manager any facts regarding irregular activities or

practices that may conflict with federal or state rules and regulations discovered during the performance of activities under the contract.

9. Ensure all subcontractor and their employees meet all contract requirements. If the Contractor utilizes any entity other than their own entity to provide any of the services required, the relationship is considered that of a contractor- subcontractor for purposes of this contract. The Contractor shall for each subcontractor:
 - a. Complete and submit the Department's Acceptance of Subcontract form, provided upon request, prior to the Contractor performing any contracted service.
 - b. Shall supply to the Health District a copy of the subcontractor agreement between the Contractor and subcontractor /affiliate outlining their designated services.
10. Ensure that the crisis center pursues affiliate agreements with the other necessary ancillary psychiatric crisis services that are a part of the full continuum of crisis psychiatric service. The BHCCC shall have an operational flow process that allows access during the crisis and post discharge to provide comprehensive services to clients.
11. Develop and maintain Policies and Procedures that address items identified in the Scope of Work.

II. Behavioral Health Community Crisis Center Building/Facility

- A. The Contractor shall report any building/facility maintenance issues or concerns to the District within 24 hours of identification.
- B. The Contractor shall be responsible for the following building/facility costs including, but not limited to:
 1. Modifications or improvements above and beyond what is provided by the District;
 2. Office furniture;
 3. Housekeeping;
 4. Insurances (i.e., personal liability and personal property); and
 5. Utilities not covered by the landlord (e.g., internet, phone).

III. Implementation and Readiness Review

- A. The Contractor shall have a fully operational BHCCC and implement services as outlined in this contract within one hundred eighty (180) calendar days from the effective date of the contract or identification and selection of the BHCCC location.
- B. The Contractor shall pass a readiness review prior to the implementation of services. The following tasks and completion dates will be included as part of the Readiness Review and shall be due by the following timeframes:
 1. Startup cost budget (as identified in the Cost and Billing matrix) due no later than thirty (30) calendar days after the execution date of the contract.
 2. Equipment and Supplies (purchase items) no later than forty five (45) calendar days prior to the anticipated service implementation date;
 3. Ancillary services (purchase or negotiate donations) no later than forty five (45) calendar days prior to the anticipated service implementation date;

4. Work Force (hire and train personnel) within thirty (30) calendar days prior to the anticipated service implementation date;
5. Policies and procedures, including but not limited to: all required tools to provide the requested contract services, facility, operations, staff requirements, quality assurance, and clinical supervision, within forty five (45) calendar days prior to the anticipated service implementation date;
6. Staff trained to use WITS no later than fifteen (15) calendar days prior to the anticipated service implementation date; and
7. Cultural Competency Plan completed no later than forty five (45) calendar days prior to anticipated service implementation date.
8. Demonstrate ability to collect and report on performance and quality measures as defined by the District within sixty (60) calendar days prior to anticipated service implementation date.
9. Demonstrate ability to bill standard public and commercial insurance types (i.e., capture full member name, DOB, Member ID, Person Code, and Group # and keep a record of insurance care images on file).

IV. Operation Services

- A. The Contractor shall provide, operate and manage a voluntary outpatient facility (a BHCCC) as follows:
 1. Hours:
 - a. Operate twenty four (24) hours a day, seven (7) days a week and three hundred sixty five (365) days a year, telephonically, face-to-face and available for provider-provider and provider-client consultation via video conferencing with crisis center staff. The Contractor shall have the ability to provide video conferencing for the purposes of telehealth within the first 24 months of operation.
 - b. Not provide services to a client for more than twenty three (23) hours and fifty nine (59) minutes in a single episode of care.
 2. Facility Description:
 - a. Be a voluntary outpatient facility.
 - b. Maintained in a manner consistent with Mental Health Diversion Unit rule, IDAPA 16.07.50.
 - c. Americans with Disabilities Act (ADA) Compliant.
 - d. At a minimum, provide bed space for twenty (20) male/female beds within the first six (6) months of operation.
 - e. Maintain a welcoming atmosphere in the lobby space for incoming clients/visitors.
 - f. Ensure facility is appropriately equipped to provide telehealth in order to expand crisis center access in rural and frontier areas of the region within 24 months with additional funding.
 - g. Provide confidential office space for medical, case management and behavioral health interventions.

- h. Have available:
 - i. Eating utensils and cups;
 - ii. Coffee, water and other beverages, as available;
 - iii. Non-perishable, self-prepared snack items such as cup of soup, granola bars, cheese and crackers, peanut butter sandwiches, pudding cups or other similar items; and
 - iv. Limited daily transportation to community partner places of business such as the Department of Labor, Social Security Administration, Federally Qualified Health Centers, transitional housing, Recovery Center and Public Health District.
- i. Have available, on an "as needed" basis:
 - i. Sweat pants, scrubs, tee shirts, sweatshirts, etc.
 - ii. Personal care products; and
 - iii. A means of securing personal possessions including: medication, valuables, clothing, weapons, etc.
 - iv. Bus and cab vouchers

V. Assessment and Evaluation Services

- A. The Contractor shall provide services to adults in a behavioral health crisis for no more than twenty three (23) hours and fifty nine (59) minutes per single episode of care.
- B. The Contractor shall document in the WITS system the reason for denying services to those applying for services.
- C. Intake Eligibility Assessment
 - 1. The Contractor shall provide an Intake Eligibility Assessment. The intake eligibility assessment must be completed within thirty (30) minutes of application for services. The intake eligibility assessment shall determine if a person is in a behavioral health crisis and whether or not they require a higher level of care (e.g., inpatient, emergency room or urgent care services). The intake eligibility assessment must be documented in WITS. The eligibility assessment intake must be possible by phone or other telehealth method when the client is not physically onsite.
 - 2. Medical Assessment
 - a. The Contractor shall provide a medical assessment by qualified staff 24/7 (e.g., EMT, RN). The medical assessment shall further evaluate the client for immediate medical needs. The medical assessment shall also determine current medical needs and provide a health history. The medical assessment must be documented in WITS.
 - 3. Risk Assessment
 - a. The Contractor shall provide a risk assessment by a licensed professional and document in WITS.
 - 4. Behavioral Health Assessment
 - a. The Contractor shall complete a behavioral health assessment on each client and document in WITS. The behavioral health assessment shall be used to develop the plan of care, intervention services and referral services to ensure the appropriate continuum of care is identified for each client. The behavioral health assessment shall

include:

- i. Presenting problem,
 - ii. Treatment history,
 - a) Hospitalization
 - b) Emergency room visits
 - c) Outpatient treatment
 - d) Medications
 - iii. Substance abuse history, and
 - iv. Recommendations.
- b. An updated behavioral health assessment may be used on clients who were assessed within the last three (3) months (e.g. presenting problem, treatment history).

VI. Plan of Care

- A. The Contractor shall complete a plan of care based on findings from the medical and behavioral health assessments for all clients admitted to the BHCCC. The plan of care shall be individualized, person-centered, strengths-based, collaborative, family and community focused, culturally competent, utilize natural supports, tie into the local continuum of care resources, and be outcomes based. The plan of care shall be documented in WITS.
- B. The Contractor shall utilize ongoing observation, assessment and evaluation to make changes to services while at the BHCCC. This information, along with the client's benefits and resources, shall be used to make referrals to ongoing services.

VII. Intervention Services

- A. The Contractor shall provide stage-wise treatment and intervention services based on the Dr. Kenneth Minkoff, M.D. model to address co-occurring psychiatric and substance use disorders.
 - 1. Acute Stabilization - safe sobering up and stabilization of acute psychiatric symptoms within the scope of the crisis center.
 - 2. Motivational Enhancement - individualized motivational strategies to help individuals who have made no commitment to change.
 - 3. Active Treatment - for individuals who need to learn and practice skills or access resources in the community to manage their substance and mental health symptoms.
 - 4. Relapse Prevention - specific skills training on participation in self-help recovery programs, as well as specialized self-help programs like Dual Recovery Anonymous.
 - 5. Rehabilitation and Recovery - developing new skills and capabilities based on strengths, and on developing improved self-esteem, pride, dignity, and sense of purpose in the context of the continued presence of mental health and substance use disorders.
- B. The Contractor shall provide services in the least restrictive manner and shall not utilize seclusion or restraints as part of its intervention services.

- C. If an individual requires care in an involuntary inpatient setting, the Contractor shall coordinate transportation to an appropriate setting.
- D. The Contractor shall document, in WITS, interventions rendered and client response.
- E. The Contractor shall incorporate the recovery model, to include the use of certified Peer Support Specialists or Recovery Coaches.

VIII. Referral Services

- A. The Contractor shall make referrals based on identified functional areas of impairment (medical, behavioral health signs and symptoms, vocational, financial, housing, family, social activities of daily living, transportation, legal, and substance use). This aftercare plan shall be documented in WITS.

IX. Aftercare Plan

- A. The Contractor shall provide a written aftercare plan for each client prior to leaving the BHCCC. The aftercare plan shall include, at a minimum, connection to a peer, Recovery Support Specialist or healthcare provider and at a maximum, referral to emergency care. This aftercare plan shall be documented in WITS. The aftercare plan should include services that are accessible within seven (7) business days.
- B. The Contractor will attempt to identify a collateral contact (i.e., family, friend or others in support of client's recovery goals) for each client, and whenever possible, include the contact(s) in the aftercare plan.
- C. The Contractor shall make one (1) attempt to follow-up with all clients and/or collateral contact within 24 hours and two additional attempts to follow-up within 30 days to assess clients' follow through with the aftercare plan and document the follow-up encounter (e.g., followed through with aftercare plan, sought care at an emergency department, was incarcerated, etc.).
 - 1. The Contractor shall document clients' follow-up of their aftercare in WITS and include, as applicable:
 - a) Whether the client kept his/her initial appointment
 - b) Document any barriers or challenges to completed the aftercare plan

X. Staffing

- A. The Contractor shall:
 - 1. Ensure that staff assessing for mental health and substance use disorders and appropriateness for the facility have the training, skills, and current professional licensure to perform their scope of work.
 - 2. Have a clinical supervisor to provide direction and guidance of all clinicians doing integrated mental health and substance use disorders assessments.
 - 3. Provide security twenty four (24) hours per day through a contracted security company, law enforcement officers, or hired security staff.

XI. Cultural Competence

- A. The Contractor shall develop and implement a Cultural Competency Plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services with specific focus on Native Americans' and Hispanics' needs. The Contractor shall submit a draft Cultural Competency Plan no later than fifty five (55) calendar days prior to the anticipated service implementation date for District review. The Contractor shall finalize the Cultural Competency Plan and submit it no later than forty five (45) calendar days prior to the anticipated service implementation date.

XII. Bilingual/Multicultural

- A. The Contractor shall ensure bilingual/multicultural staff are available at the BHCCC. Bilingual/multicultural staff or alternative interpreting or translation resources shall, at a minimum, speak English and Spanish and any other language spoken by at least five percent (5%) of the population within the service area.

XIII. Outcome Measures and Data

- A. The Contractor shall use, at a minimum, the following benchmarks to measure the effectiveness and efficiencies of the BHCCC.
 - 1. The number of crisis center admissions that self-report going to a crisis center as an alternative to seeking other forms of emergency care (e.g., hospital, ER, urgent care).
 - 2. The number of individuals assessed at the BHCCC and referred to a higher level of care (e.g., hospital, ER, urgent care) or law enforcement.
- B. The Contractor shall periodically complete a unit cost analysis. The unit cost analysis will be defined by the Contractor in cooperation with the District.
- C. The Contractor shall compile and report data on a quarterly basis. A report of findings will be written by the District and sent to the Advisory Board, Contractor and the Department.
- D. The Contractor shall ensure data is accurately recorded in WITS.

XIV. Community Engagement

- A. The Contractor shall:
 - 1. Engage community partners with a shared goal of improving community mental health.
 - 2. Identify opportunities to form formal and informal relationships or partnership that support the patients' broader healthcare and social needs.
 - 3. Pursue opportunities for in-kind donations or support that can help control costs associated with the operations of the crisis center.

XV. Quality Assurance

- A. The Contractor shall:
 - 1. Maintain a quality improvement plan that documents the process to be used in ensuring the quality of services provided.
 - 2. Meet regularly, or as needed with the Department staff to discuss individual case, treatment recommendations and service responsibilities.

3. Upon discharge, provide each client with a satisfaction survey that includes questions related to the quality of service, the outcomes of services and their perception of additional needs not addressed by the BHCCC.
4. Provide an opportunity for stakeholders to evaluate service performance and the need for additional training or collaboration each time they interact with the BHCCC. Contractor shall establish a feedback mechanism for stakeholders, preferably in a written format using a set of standard metrics or at least either verbally or in writing through the use of a suggestion box at the facility or via email. Stakeholders may include ancillary service vendors, law enforcement, hospitals, government entities, private and commercial health insurers, and others who interact with the BHCCC.
5. Distribute annual surveys to the ancillary service vendors, hospitals, law enforcement, and other organizations affiliated with the BHCCC. Questions on this survey shall address the quality of services, the outcomes of services, and the organization's perception of additional needs not addressed at the BHCCC.

XVI. Records and Documentation

- A. The Contractor shall use WITS to document all delivered services in the individual's record and maintain the record at the Contractor's location. Records shall include, at a minimum:
 1. Intake Eligibility Assessment,
 2. Plan of Care,
 3. Intervention services provided,
 4. Referral services, and
 5. Aftercare plan to include documentation of follow-up actions.
- B. The Contractor shall collect data in an alternate system as needed for reporting.
- C. The Contractor shall work with the District to develop complete and accurate reports, as some data will be collected and analyzed by the District.

XVII. Sustainability

- A. The Contractor shall:
 1. Participate and contribute to the District's efforts to develop and submit a Sustainability Plan to the Department at the conclusion of the second (2nd) year of actual service provision.

XVIII. Transition of Services

- A. The Contractor shall develop a Transition Plan that describes the process for ensuring a smooth transition of project services and transfer of project materials, documentation and data either to the District or to another Contractor upon termination or expiration of the contract. The Transition Plan shall be negotiated with the District upon contract termination or ninety (90) calendar days prior to expiration of the contract, whichever comes first. The District reserves the right to request a Transition Plan during the effective dates of the contract.

Attachment C

Performance Metrics

Implementation and Readiness Review.

(SOW IV.A) The Contractor shall have a fully operational Behavioral Health Community Crisis Center (BHCCC) no later than December 1, 2018.

Required Level of Expectation:

100%

Method of Monitoring:

District receipt, review and acceptance of identified deliverables. District on-site review of the facility to determine readiness for accepting clients.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Operation Services.

(SOW V.A) The Contractor shall provide, operate and manage a voluntary outpatient facility (a BHCCC) that provides services twenty four (24) hours a day, seven (7) days a week and three hundred sixty five (365) days a year as outlined in the scope of work.

Required Level of Expectation:

100%

Method of Monitoring:

Review of reports, input from stakeholders, clients, customer satisfaction surveys, on-site monitoring visits, and ongoing communication and consultation with the Contractor.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Assessment and Evaluation Services and Plan of Care.

(SOW V, VI) The Contractor shall provide assessment and evaluation services, which includes Intake Eligibility Assessments, to adults in a behavioral health crisis for no more than twenty three (23) hours and fifty nine (59) minutes. The Contractor shall complete a plan of care based on findings from the medical and behavioral health assessments for all clients admitted to the BHCCC.

Required Level of Expectation:

100%

Method of Monitoring:

Review of client records and required reports, input from stakeholders, clients, customer satisfaction surveys, on-site monitoring visits, and ongoing communication and consultation with the Contractor.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Intervention Services.

(SOW VII) The Contractor shall provide stage-wise treatment and intervention services for clients with co-occurring psychiatric and substance use disorders in the least restrictive manner. The Contractor shall ensure appropriate transportation is coordinated for clients requiring care in a more restrictive setting.

Required Level of Expectation:

100%

Method of Monitoring:

Review of client records and reports, input from stakeholders, clients, customer satisfaction surveys, on-site monitoring visits, and ongoing communication and consultation with the Contractor.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Referral Services and After Care Plan.

(SOW VIII, IX) The Contractor shall make referrals for each client based on identified functional areas of impairment, and shall provide an after care plan for each client prior to leaving the BHCCC that appropriately connects the client to the larger behavioral health and healthcare system.

Required Level of Expectation:

100%

Method of Monitoring:

Review of client records and required reports, input from stakeholders, clients, customer satisfaction surveys, on-site monitoring visits, and ongoing communication and consultation with the Contractor.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Outcome Measures/Benchmarks.

(SOW XIII) The Contractor shall monitor the following outcome measures and benchmarks on a quarterly and annual basis in coordination with Southwest District Health. The Contractor shall submit the information as outlined in the Reports section of the subcontract.

Required Level of Expectation:

100%

Method of Monitoring:

Review of required reports, communication with stakeholders, review of utilization and satisfaction surveys, on-site monitoring visits, and ongoing communication and consultation with the Contractor.

Strategy for Correcting Non-Compliance:

The Contractor shall notify the District immediately if an issue is identified that may result in not meeting a required timeline. The District and the Contractor will work together to address issues and work towards a quick resolution. The District may require the Contractor to submit a written corrective action plan for District acceptance within two (2) business days after notification.

Attachment D**Cost/Billing Procedure****Cost:**

This is a FIXED FEE REIMBURSEMENT contract.

The District will pay and the Contractor shall receive up to **TWO MILLION FIVE HUNDRED SIXTY-SIX THOUSAND FORTY DOLLARS AND ZERO CENTS (\$2,566,040.00)** for all goods and services satisfactorily delivered and authorized under the contract as identified in the budget and cost matrix below.

The cost includes the fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, utility/housekeeping costs, and ancillary expenditures, supplies.

Performance Payments:

The Contractor will be eligible for performance payments based on the timeliness and completeness of the activities identified below.

Item	Unit	Number of Units	Cost/Unit	Total
Quarterly Outcome Measures/Benchmarks Reports (Payments begin after three (3) months service delivery has been completed and report submitted.)	Per Quarterly Report	3 (per year)	\$10,000.00	\$30,000.00
Outcome Measures/Benchmarks Reports (Payments begin after twelve (12) months service delivery has been completed and report submitted.)	Per Report	1 (per year)	\$25,000.00	\$25,000.00
Capacity Building Implementation of telehealth capacity	Completed in Year 1	1 (per year)	\$10,000.00	\$10,000.00

Billing Procedure:

After delivery of services has begun, the Contractor shall submit monthly invoices to the District within 15 days from the last day of the month. Each invoice will be in the amount of \$106,918 monthly, less any revenue the contractor has received from other sources, such as reimbursement from third-party payers. A detailed program cost report must be submitted with each invoice, detailing revenues and expenditures for the prior months. Invoices received without the required reports or invoices received with errors will be returned to the Contractor for revision and resubmission.

The monthly invoice shall include, but not be limited to:

- 1) Contractor's Name and contact information (billing address, phone, name, and e-mail of contact person)
- 2) Invoice date

- 3) Invoice billing period (dates of service)
- 4) An account of all third-party payments received
- 5) An account of all miscellaneous revenue
- 7) Total Number served
- 8) Total Invoice amount
- 9) All subcontract services delivered during the billing period.

Invoices shall be submitted to:

Patty Foster, Finance Manager
Southwest District Health
13307 Miami Lane
Caldwell, ID 83607
invoiceprocessing@phd3.idaho.gov

Final invoices and reports must be submitted to the District no later than thirty (30) calendar days after the subcontract expiration date. Final invoices received without the required report(s)/documentation will be returned to the Contractor for their resubmission with the final report(s)/documentation.

Attachment E

Reports

NOTE: All reports are due based on date of full implementation (date actual services begin).

Report Description:

Weekly Census Report - The report shall include, at a minimum: Patient Name; Diagnosis; County; Hours of Utilization; Admit Date and Time; Discharge Date and Time; Discharge/Disposition Status; Insurance provider/Payor source; Referral source, such as Self, Family, Law Enforcement or Agency, Emergency Medical Services (EMS), or Hospital.

Report Format:

Excel spreadsheet or in a format agreed upon between the District and the Contractor.

Report Due Date:

An encrypted, electronic version to the District's contract manager every Monday by 5:00 p.m. with data from the prior week.

Report Description:

Quarterly Report - The report shall include, at a minimum: Number of consumer visits per month; Unduplicated consumer visits per month; Average hours of stay; Number of information and referral calls; Average census; Number of telehealth encounters by county; The number of co-occurring assessments completed; Gender of clients served; Age of client served; Number of homeless or at risk of being homeless; Number of veterans served; Diagnosis of those served; Issue or problem resulting in a crisis center visit; Number of referrals to other community services (Housing; Vocation; SUD/MH; Primary Care; Support agency referral); Number of follow-up contacts made and result of follow-up post BHCCC visit as outlined in the Scope of Work (e.g., client followed through with care plan, admitted to ED, arrested/incarcerated, etc.); Number referred out due to a higher level of care needed and where they were referred; Number of the clients served who have insurance by insurance provider (e.g., Medicaid, Blue Cross, Regence, PacificSource, etc.); and Number of satisfaction surveys completed and average rating and results.

Report Format:

Excel spreadsheet or in a format agreed upon between the District and the Contractor.

Report Due Date:

An encrypted, electronic, utilization report for each month and send to the District's contract manager by 5:00 p.m. The first report is due no later than the 15th business day of the month following the quarter in which services were provided and then quarterly thereafter.

Report Description:

Quarterly Outcome Measures/Benchmark Report – The Contractor shall monitor the following outcome measures and benchmarks on a quarterly and annual basis in coordination with the District.

- Reduction in hospital days (collected and reported by the District)
- Restoration of consumers to previous functional levels or improved symptoms and social functioning
- Timely referral and access to post-crisis care
- Reduction in the number of persons with mental illness jailed on non-violent misdemeanors (collected and reported by the District)
- Consumer and family satisfaction
- Self-reported higher quality of life (within 30 days)
- Reduction in spending on inpatient care (collected and reported by the District)

Report Format:

Excel spreadsheet or in a format agreed upon between the District and the Contractor.

Report Due Date:

Sent to the District's contract manager by 5:00 p.m. The first report is due no later than the 15th business day of the month following the quarter in which services were provided and then quarterly thereafter.

Report Description:

Year-end Report - The report shall include, at a minimum: Number of consumer visits per month; Unduplicated consumer visits per month; Average hours of stay; Number of information and referral calls; Average census; Number of telehealth encounters by county; The number of co-occurring assessments completed; Gender of clients served; Age of client served; Number of homeless or at risk of being homeless; Number of veterans served; Diagnosis of those served; Issue or problem resulting in a crisis center visit; Number of referrals to other community services (Housing; Vocation; SUD/MH; Primary Care; Support agency referral); Number of follow-up contacts made and result of follow-up post BHCCC visit as outlined in the Scope of Work (e.g., client followed through with care plan, admitted to ED, arrested/incarcerated, etc.); Number referred out due to a higher level of care needed and where they were referred; Number of the clients served who have insurance by insurance provider (e.g., Medicaid, Blue Cross, Regence, PacificSource, etc.); and Number of satisfaction surveys completed and average rating and results.

Report Format:

Excel spreadsheet or in a format agreed upon between the District and the Contractor.

Report Due Date:

Send to the District's contract manager by 5:00 p.m. on the 15th business day of the month after the end of each contract year in which services were provided.

Report Description:

Annual Outcome Measures/Benchmark Report - The Contractor shall monitor the following outcome measures and benchmarks on a quarterly and annual basis in coordination with the District.

- Reduction in hospital days (collected and reported by the District)
- Restoration of consumers to previous functional levels or improved symptoms and social functioning
- Timely referral and access to post-crisis care
- Reduction in the number of persons with mental illness jailed on non-violent misdemeanors (collected and reported by the District)
- Consumer and family satisfaction
- Self-reported higher quality of life (within 30 days)
- Reduction in spending on inpatient care (collected and reported by the District)

Report Format:

Excel spreadsheet or in a format agreed upon between the District and the Contractor.

Report Due Date:

Sent to the District's contract manager by 5:00 p.m. on the 15th business day of the month after the end of each contract year in which services were provided.

Attachment F

Criminal History Background Checks

IDAPA 16.05.06 Rules Governing Mandatory Criminal History Checks -- These rules have been established to assist in the protection of children and vulnerable adults by requiring criminal history checks for individuals (Contractor, Contractor's employees and all sub-recipients) who provide care or service that are financially supported, licensed or certified by the District.

Contractor, Contractor's employees and all sub-recipients are required to complete a criminal history and background check pursuant to IDAPA 16.05.06. Those who have had a fingerprint based criminal history background check through their employment with the Department of Education, or their employment as a law enforcement officer may be exempt from the fingerprint based check; however, the Contractor must complete at a minimum, an Idaho name based check through the Idaho State Police.

For information on how to obtain a Department of Health and Welfare criminal history and background check, please go to the Department's criminal history check website at <http://chu.dhw.idaho.gov> or call 1-800-340-1246.

Attachment G

Business Associate

Specific obligations and activities of Contractor to protect confidential information in accord with HIPAA privacy and security requirements in compliance with 45 CFR § 164.504(e) HIPAA requirements and 42 CFR part 2.

- a. Contractor agrees to not use or disclose confidential information other than as permitted or required by the contract or as required by law.
- b. Contractor agrees to use appropriate safeguards, and to comply with Subpart C of 45 CFR Part 164 and 42 CFR Part 2, if applicable with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by this contract.
- c. Contractor agrees to report to the District any use or disclosure of confidential information not provided for by this contract of which it becomes aware, including breaches of unsecured confidential information as required at 45 CFR § 164.410 and 42 CFR part 2, and any security incident of which it becomes aware. Reporting to the District will be done no later than 10 business days after discovery of breach.
- d. Contractor agrees to ensure that any agent, including any subcontractors or subrecipients, that create, receive, maintain, or transmit confidential information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply through this contract to Contractor with respect to such information.
- e. Contractor agrees to provide access to confidential information, at the request of District, and in the time and manner as directed by District, to an individual in order to meet the requirements under 45 CFR § 164.524. Further, Contractor and District understand there may be expanded restrictions on sharing of protected information based on 42 CFR part 2 and a client's substance use disorder (SUD) diagnoses and treatment. SUD information will only be shared with the client's explicit permission as recorded in the Contractor's records.
- f. Contractor agrees to make any amendment(s) to confidential information that the District directs or agrees to pursuant to 45 CFR § 164.526 (HIPAA) and 42 CFR part 2, if applicable, at the request of District or an individual.
- g. Contractor agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of confidential information received from, or created or received by Contractor on behalf of the District available to the Secretary of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining District's compliance with the Privacy Rule.
- h. Contractor agrees to document any disclosures of confidential information and information related to such disclosures as would be required for District to respond to a request by an individual for an accounting of disclosures of confidential information in accordance with 45 CFR § 164.528 (HIPAA) and 42 CFR part 2, if applicable.
- i. Contractor agrees to provide to District or an individual information collected in accordance with this contract, to permit District to respond to a request by an individual for an accounting of disclosures of confidential information in accordance with 45 CFR § 164.528 (HIPAA) and 42 CFR part 2, if applicable.

Cyber Security

- j. Contractor must take appropriate measures to mitigate illegal acquisition of unencrypted

computerized data that materially compromises the security, confidentiality, or integrity of personal information for one or more persons. For example: theft a computer or media that contained personal information (e.g., names and social security numbers) from a client data base. The Contractor shall complete a Cybersecurity Questionnaire, provided by SWDH, within 30 days of an executed contract.

Permitted Uses and Disclosures by Contractor

- a. Except as otherwise limited in this contract, Contractor may use or disclose confidential information to perform functions, activities, or services for, or on behalf of, District as specified in the scope of work provided that such use or disclosure would not violate the privacy, breach notification or security rule if done by District or the minimum necessary policies and procedures of the District.
- b. Contractor may also use or disclose confidential information as required by law or other arrangement pursuant to 45 CFR § 164.504(e) (HIPAA) and 42 CFR part 2, if applicable.
- c. Contractor may use confidential information to report violations of law consistent with 45 CFR § 164.502(J)(1) (HIPAA) and 42 CFR part 2, if applicable.

Obligations of District

- a. District shall notify Contractor of any limitation(s) in its notice of privacy practices of District in accordance with 45 CFR § 164.520 (HIPAA) and 42 CFR part 2, if applicable, to the extent that such limitation may affect Contractor's use or disclosure of confidential information.
- b. District shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose confidential information, to the extent that such changes may affect Contractor's use or disclosure of confidential information.
- c. District shall notify Contractor of any restriction to the use or disclosure of confidential information that District has agreed to in accordance with 45 CFR § 164.522 (HIPAA) and 42 CFR part 2, if applicable, to the extent that such restriction may affect Contractor's use or disclosure of confidential information.

Permissible Requests by District

- a. District shall not request Contractor to use or disclose confidential information in any manner that would not be permissible under the privacy or security rule 45 CFR parts 160 and 164 (HIPAA) and 42 CFR part 2, if applicable if done by District.
- b. Action upon Termination of the Contract

Upon termination of this contract, for any reason, Contractor shall return or destroy all confidential information received from District, or created, maintained or received by Contractor on behalf of District.

In the event that Contractor determines that returning or destroying the confidential information is infeasible, Contractor shall notify the District of the conditions that make return or destruction infeasible. If the District agrees that return or destruction of confidential information is infeasible, Contractor shall extend the protections of this contract to such confidential information and limit further uses and disclosures of such confidential information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such confidential information. Contractor shall also continue to use appropriate safeguards and comply with Subpart C of 45

CFR Part 164 (HIPAA) and 42 CFR part 2, if applicable with respect to electronic confidential information if return or destruction is infeasible.

Attachment H

Web Infrastructures for Treatment Services (WITS)

Web Infrastructures for Treatment Services (WITS) is an open-source application for capturing client treatment data and mandatory government reporting requirements for the planning, administration and monitoring of Substance Abuse Treatment Programs. The Division of Behavioral Health's Children and Adult Mental Health and Substance Use Disorder Programs all use the WITS system for clinical treatment, utilization management, and data tracking.

WITS has received Office of the National Coordinator (ONC) Meaningful Use Certification as a "Complete EHR technology" in an ambulatory setting. This certification was completed by InfoGard Laboratories EHR Certification Body, who is authorized to test and certify EHRs to the applicable certification criteria adopted by the Secretary under Subpart C of Part 170, Part 11, and Part III as stipulated in the Standard and Certification Criteria Final Rule.

WITS 13.1 Cert. (Cert#IG-2595-11-0155) is 2011/2012 compliant and has been certified by an ONC-ATCB in accordance with the applicable certification criteria adopted by the Secretary of Health and Human Services. This certification does not represent an endorsement by the U.S. Department of Health and Human Services or guarantee the receipt of incentive payments.

This means that WITS may be utilized to prove meaningful use beginning in 2012. This certification is the core requirement necessary for an EHR to enable eligible providers to qualify for funding under the American Recovery and Reinvestment Act (ARRA). This version of WITS will give any eligible professional a certified product that will help facilitate achieving Stage 1 meaningful use. More information on WITS can be found at www.feisystems.com.

The Contractor shall utilize WITS to capture client data. The Contractor responsibilities include, but are not limited to, the following:

- Coordinate and communicate with IDHW. IDHW holds the license with the WITS vendor and maintains responsibility for WITS in Idaho including, but not limited to, making edits to code tables, submitting system errors to the WITS vendor, granting advanced security permissions, maintaining security policy and procedures for user access to WITS, maintaining Tier 2 technical support, and maintaining ultimate authority for change requests in the Idaho WITS system. The Contractor will coordinate and communicate regularly with IDHW to ensure successful WITS operation in Idaho. The Contractor will identify at least one technical staff member who can serve as Tier 1 support. This technical staff will be available to IDHW during IDHW regular business hours to troubleshoot technical issues and ensure the application interface remains functional.
- Provide the necessary computer hardware, software, phone lines, modems, and any other connectivity equipment required to establish and maintain an internal computer system to receive, track, report, reconcile, protect, and transmit information from and to the IDHW's Web Infrastructure for Treatment Services (WITS) system during this contract period, at no expense to the IDHW or the state's WITS contractors.
- Accept and transmit secure SFTP data exchanges from and to the state's WITS system to support the scope of work associated with this contract. This includes, but is not limited to HIPAA standard electronic data interchange (EDI) transactions. All costs for establishing and maintaining data exchanges with the WITS, including costs to extract, transform, and load (ETL) data for use in the Contractor's automated system shall be at no cost to the state, or to the state's WITS vendors.

Attachment I

Contractor Cybersecurity Questionnaire

- 1) Do you have a requirement for Mandatory Cybersecurity Training for all staff?
- 2) Does your organization have an assigned Security Official who is responsible for development, implementations, and oversight of your Cybersecurity or Information Security program?
- 3) Do you at least annually conduct a security assessment of your organization, including penetration testing, vulnerability scanning and an evaluation of your security policies, processes and procedures?
- 4) Does your organization have a risk management program in place that is used to manage risk to an acceptable level and enable the costs of information or cybersecurity incidents to be quantified and is reviewed on an annual basis?
- 5) Do you provide Information Security or Cybersecurity training to members of your staff who have access to health information and resources?
- 6) Do you require authentication practices that meet best practices and standards? (For example all user passwords require at least 8 characters in length, require a mix of upper/lower case, special characters and numbers)
- 7) Do you require passwords to be changed periodically? (at least every 90 days)
- 8) Have you implemented policies and procedures that terminate an electronic session after no more than 15 minutes?



Western Idaho Community Crisis Center Advisory Committee Bylaws

LEGAL AUTHORITY:

Bylaws of the Advisory Committee are amended and adopted by the Southwest District Health (SWDH) Board of Health pursuant to the authority granted in Title 39, Chapter 1 through Chapter 91, Idaho Code (IC 39-91). The Division of Behavioral Health (DBH), as the state behavioral health authority established by section 39-3123, Idaho Code, shall oversee the crisis centers to ensure compliance with the intent of this chapter, application of the model, associated administrative rules and patient safety. DBH shall be authorized to perform annual audits of crisis centers as necessary to fulfill its oversight responsibility.

PREAMBLE:

These bylaws are to aid the SWDH Board's WICCC Advisory Committee on guiding the organization, implementation, and operation of the center as it provides an effective behavioral health service delivery system that meets the needs of its constituency. The term of advisory committee membership, appointment authority for members and organizational structures shall be guided by these bylaws established by SWDH. (IC 39-9105)

Article 1. Advisory Committee Membership

Section 1.1 Eligibility

The Advisory Committee shall consist of no fewer than five (5) and no more than ten (10) members and shall include a minimum of a local behavioral health consumer, a physician, law enforcement and a county commissioner from within the region. (IC 39-9104) Advisory Committee members shall not have not been convicted of a felony or criminal offense related to the delivery of health care. In all proceedings of the Advisory Committee, each voting member is entitled to one vote

Section 1.2 Ex-officio Members

The Advisory Committee shall include the project manager from SWDH, program manager from DBH, and a representative from the vendor operating WICCC. These members make up to the ten (10) maximum prescribed in section 1.1. Ex-officio members are non-voting members.



Section 1.3 Member Nomination Process

Parties interested in service on the Advisory Committee should inform Chair by submitting a nomination form. Nominations will be considered every two years and as members resign. When the committee needs a new member, nomination forms will be reviewed and vetted, and voted on by current members to recommend appointment by the SWDH BOH.

Section 1.4 Committee Appointment

The SWDH BOH will review nominations recommended by the Advisory Committee and vote to appoint members.

Section 1.4 Member Terms

Appointed members of the committee shall serve a minimum of a two-year term from the time appointment is approved by the SWDH BOH. Members are eligible for reappointment for a total of 3 consecutive terms.

Section 1.5 Member Resignation

Resignation from the Advisory Committee must be in writing and received by the Chair.

Section 1.6 Member Termination

Termination of Advisory Committee membership may occur for inappropriate activities as determined by the committee. Termination must be approved by a two-thirds majority of the Advisory Committee. The member in question of termination may not be present at the vote.

Article 2. Officers

Section 2.1 Election of Officers

Each year, the Advisory Committee shall elect a chair and vice-chair. The Ex-officio member from SWDH will act as secretary. The new officers shall take office on or after the conclusion of the advisory meeting in which they are elected.

Section 2.2 Duties of Chair

The Chair of the WICCC Advisory Committee shall preside over Advisory Committee meetings (regular and special); member nominations; sub-committee appointments; present WICCC updates to the SWDH BOH as needed; and perform all duties of the Chair position and office in accordance to these bylaws, as required by law, rules and regulation.

Section 2.3 Duties of Vice-Chair

During the absence or inability of the Chair to perform their duties, the Vice-Chair shall have the powers and be subject to the responsibilities hereby given or imposed upon the Chair.

Section 2.4 Duties of the Secretary

The Secretary of the Advisory Committee shall keep minutes, coordinate with WICCC and SWDH



for custody and posting of all meeting records, and request the committee to appoint an assistant secretary if needed to assist secretary's duties as prescribed by the secretary.

Article 3. Advisory Committee Meetings

Section 3.1 Open Public Meetings

The WICCC Advisory Committee is a committee of SWDH's Board under provisions of IC 39-9104(3). The SWDH Board of Health is subject to the Open Meeting Law (IC 74-2), it is therefore determined the Advisory Committee is also subject to the provisions of the Open Meeting Law.

Section 3.2 Meeting Notice

Notice of regular meetings shall be posted and provided to each member, giving at least 72 hours' notice and specifying its time and place. Or, if determined by the Advisory Committee to hold meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year, meeting notice may be satisfied by giving notice at least once each year of its regular meeting schedule.

Section 3.3 Regular Meetings

The Advisory Committee will meet at a minimum of once per quarter.

Section 3.3 Establishing a Quorum

A simple majority of voting members present shall constitute a quorum. In the event of a quorum not being present, no determination, action, vote, or final disposition upon a motion, proposal, resolution, order, or measure on which a vote is required shall be made.

Section 3.4 Voting Authority

The action of the majority of members' present shall be the action of the committee. Individual members of the Advisory Committee shall not speak for the committee, except on specific delegation. All voting is public; secret ballots, proxies, or email voting is prohibited.

Section 3.4 Attendance

Members shall attend posted meetings as often as able. If a Member is unable to attend a meeting, they should notify an Advisory Committee Officer. Voting by proxy or email shall not be allowed.

Section 3.5 Special Meetings

Special meetings of the Advisory Committee may be held at any time, and shall be called by the chair or majority of the members. A written notice (posted, emailed or faxed) of 24 hours shall be given for such special meetings, and no business other than that specified in such notice shall be transacted.

Section 3.6 Virtual Meetings

All meetings may provide virtual options for attendance. Such options may include, but are not



limited to, telephone or video conferencing. Virtual Participation by a member shall constitute presence in person by such member.

Section 3.7 Meeting Minutes

Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law. All minutes shall be available to the public within a reasonable time after the meeting, and shall include at least the following information: members present; all motions, resolutions, orders, or ordinances proposed and their disposition; the results of all votes, and upon the request of a member, the vote of each member, by name.

Article 4. Parliamentary Authority

Robert's Rule of Order (Simplified) shall be the governing authority for the order of business and conduct of all meetings of the Advisory Committee, and other committees of this organization when not in conflict with these By-Laws.

Article 5. Amendments

These by-laws may be altered, amended, or repealed by an affirmative vote of the SWDH Board by a two-thirds majority of all appointed members. Only such changes as have been specified in the notice shall be made. If, however, all members of the Board are present at any regular or special meeting, these by-laws may be amended by a unanimous vote, without any previous notice.

Article 6. Nondiscrimination

This Advisory Committee shall be noncommercial, nonsectarian and nonpartisan. No person shall be excluded from membership on the basis of race, color, creed, national origin, disability, gender, and sexual orientation

Article 7. Conflict of Interest

Advisory Committee members shall not use positions to promote any personal or professional business relationships, contracts, or financial gain. Advisory Committee members shall promptly disclose the existence of an actual or possible conflict of interest including any potential financial interest and all material facts to the Advisory Committee or the Board of Health. Advisory Committee members shall promptly notify the Advisory Committee or the Board of Health should any interest become potentially detrimental to WICCC. Advisory Committee members shall acknowledge that each member of the Advisory Committee has a fiduciary duty to WICCC, and as part of that duty each member is to maintain absolute confidentiality as to all non-public information to which access is available by reason of Advisory Committee membership. Advisory



Committee members shall disclose and discuss such information only with appropriate officers, employees, agents, and advisors of WICCC and only for valid WICCC purposes or as otherwise required by law.

These bylaws were first amended and approved at a regular Advisory Committee meeting on the October 9, 2019.

Amendments to these bylaws were reviewed by the Advisory Committee on April 14, 2021 and recommended for approval by the SWDH Board of Health.

WIDCCC Advisory Committee Location:**Gunderson Room, Southwest District Health****Conference/Video Information: Optional**Join Zoom Meeting <https://swdh.zoom.us/j/92539963595>

Dial by your location

+1 669 900 6833 US (San Jose)

+1 646 876 9923 US (New York)

Meeting ID: 925 3996 3595

Password: 030953

Find your local number: <https://swdh.zoom.us/j/92539963595>**Date: April 10, 2021****Time: 1:00pm – 2:00pm****Attendees: Nikki Zogg, Kelley Aberasteri, Heather Taylor, Sarah Andrade, Sheri Ainsworth, Joy Husmann, Sheriff Donahue's rep, Caroline Bell, Aaron Schreiber and Sam Kenney**

	Agenda Item	Presenter	Discussion	Actions
1:00	Call to Order	Heather, Vice Chair	Introduction and call for any additional agenda items Heather called the meeting to order 1:03pm	
1:05	Advisory Committee Bylaws update	Sam, SWDH	Reviewed updated bylaws <ul style="list-style-type: none">Sam explained that the current bylaws had no mechanism to acquire new membership and shared vacancies that are required by code.Sam reviewed crisis center governance in Idaho code 39-9104Sam presented and Kelly confirmed the entity operating the facility referred to in code to be SWDH. Thus, the Board of Health for SWDH is the governing body for the WICCC advisory committee.The newly added nomination and appointment process was reviewed.Sam shared nomination form she will be sending to all in attendance.Questions on wording and additions were addressed.A motion was made and passed to recommend approval of the	Sheri made a motion to recommend approval of the bylaws as amended to the SWDH BOH. The motion was seconded by Kelly and approved without opposition.

			amended bylaws by the SWDH BOH.	
1:20	Budget and Contract Update	Sam, SWDH	<p>Budget amendment 4</p> <ul style="list-style-type: none"> Sam reviewed and explained the current cost billing under amendment 4 of the crisis center contract with the state as an information item. Current billing potential was presented for SWDH to the state, and Lifeways to SWDH. <p>Contract renewal</p> <ul style="list-style-type: none"> It being two years after the opening of the Crisis Center, SWDH is looking to renew its contract with Lifeways. Kelly asked if it had been reviewed with legal counsel as to whether a simple renewal or a bid process was required. Nikki responded that she had indeed spoken with our counsel and had received confirmation that with the wording of the original and RFP reviewed, we were able to renew the contract for a total of 4 years before needing to go out for bid. A motion was made and passed to recommend the BOH approve renewing the contract with Lifeways. 	Kelly made a motion to recommend the SWDH BOH approve renewing the crisis center contract with Lifeways for an additional 2 years. The motion was seconded by Sheri and approved without opposition.
1:30	Crisis Center Update	Sarah, Lifeways	<ul style="list-style-type: none"> Caroline presented year to date monthly census numbers Sarah presented financial information for the Crisis Center including billing information and collection Caroline presented client survey information with direct feedback from clients Heather asked about law enforcement interaction and referrals and Caroline explained that she is working on getting law enforcement intake surveys to track reason for referral. She expressed the majority were coordinating care from jail to or hospitals. Caroline also presented progress the crisis center is making with collaborative partners, addressing staffing needs, and working with OPTUM to address reimbursement and treatment concerns. Sarah gave input on the issues with OPTUM and readmissions. Caroline described some process improvements she is working on within the crisis center Nikki brought up current legislation that would change how health districts are funded. 	
1:55	Wrap up and review next steps	Heather, Vice Chair	<p>Assignments</p> <ul style="list-style-type: none"> Heather reviewed assignments Sam will share nomination forms for vacant advisory committee seats The recommendations to accept the amended bylaws and 	

			<p>pursue renewal of the contract with Lifeways will be taken up at the next SWDH Board meeting</p> <ul style="list-style-type: none">• Meeting adjourned at 2:07pm	
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Subsurface Sewage Disposal Program

Effective July 1, 2021

Service Description	Charges	Proposed Fee Change	Description
<p>New Fee:</p> <p>Pre-development site evaluation for commercial or engineered lots (includes multiple test holes and evaluation results)</p>	\$0	\$850	<p>This is to review or assess multiple lots or parcels that will be split or developed into a subdivision. This will include up to eight test holes on one application and is for those individuals that want a PHD evaluation before the SER process or the applicant actually purchases the property.</p> <p>Justification: Excavating multiple test holes on a large piece of land requires substantially more time in the field and in the office compared to one test hole on a small parcel. Time spent completing the site-evaluation review and corresponding office time is at least double the amount of time spent on a one-lot site evaluation. This will give the property owner the needed information before splitting their property. It will help identify potential issues before investing in the development of a property that is unable to support septic systems or needs costly advanced systems.</p>

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 316

BY HEALTH AND WELFARE COMMITTEE

AN ACT

RELATING TO PUBLIC HEALTH DISTRICTS; AMENDING CHAPTER 35, TITLE 31, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 31-3505H, IDAHO CODE, TO PROVIDE THAT CERTAIN PERSONS SHALL NOT BE ELIGIBLE FOR COUNTY MEDICAL ASSISTANCE OR ASSISTANCE UNDER THE CATASTROPHIC HEALTH CARE COST PROGRAM AND TO PROVIDE LEGISLATIVE INTENT; AMENDING SECTION 39-401, IDAHO CODE, TO PROVIDE THAT PUBLIC HEALTH DISTRICTS ARE NOT DEPARTMENTS OR AGENCIES OF A COUNTY GOVERNMENT, TO PROVIDE FOR THE CONTINUANCE OF CERTAIN AGREEMENTS OR SERVICE ARRANGEMENTS, TO PROVIDE AN EXCEPTION, AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 39-411, IDAHO CODE, TO REMOVE A PROVISION THAT NO MORE THAN ONE MEMBER OF A DISTRICT BOARD OF HEALTH SHALL BE APPOINTED FROM CERTAIN GROUPS; AMENDING SECTION 39-413, IDAHO CODE, TO PROVIDE THAT THE DISTRICT BOARD OF HEALTH SHALL DETERMINE COMPENSATION FOR THE DISTRICT HEALTH DIRECTOR AND TO PROVIDE THAT CERTAIN DUTIES SHALL BE THE EXCLUSIVE RESPONSIBILITY OF THE DISTRICT HEALTH DIRECTOR; AMENDING SECTION 39-414, IDAHO CODE, TO REVISE PROVISIONS REGARDING POWERS AND DUTIES OF THE DISTRICT BOARD OF HEALTH; AMENDING SECTION 39-414A, IDAHO CODE, TO REMOVE A REFERENCE TO THE LEGISLATIVE COUNCIL; AMENDING SECTION 39-423, IDAHO CODE, TO PROVIDE FOR THE APPOINTMENT OF A DESIGNEE TO THE BUDGET COMMITTEE OF A PUBLIC HEALTH DISTRICT AND TO MAKE A TECHNICAL CORRECTION; AMENDING CHAPTER 4, TITLE 39, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 39-424A, IDAHO CODE, TO ESTABLISH PROVISIONS REGARDING ADDITIONAL COUNTY AID TO PUBLIC HEALTH DISTRICTS AND PROCEDURES; AMENDING SECTION 39-425, IDAHO CODE, TO REVISE PROVISIONS REGARDING STATE AID TO PUBLIC HEALTH DISTRICTS; DECLARING AN EMERGENCY; AND PROVIDING EFFECTIVE DATES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Chapter 35, Title 31, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 31-3505H, Idaho Code, and to read as follows:

31-3505H. ELIGIBILITY FOR FINANCIAL ASSISTANCE. (1) Notwithstanding any provision of law or rule to the contrary, no person eligible for medicaid pursuant to section 56-254 or 56-267, Idaho Code, shall be eligible for financial assistance pursuant to this chapter.

(2) Notwithstanding any provision of law or rule to the contrary, no person eligible for health insurance shall be eligible for financial assistance pursuant to this chapter.

(3) Notwithstanding any provision of law or rule to the contrary, no person in a commitment proceeding pursuant to chapter 3, title 66, Idaho Code, who is eligible for medicaid or eligible for health insurance shall be eligible for financial assistance pursuant to this chapter.

(4) It is the intent of the legislature that moneys saved by counties pursuant to this section may be used for additional county aid to public health districts as required by section 39-424A, Idaho Code.

SECTION 2. That Section 39-401, Idaho Code, be, and the same is hereby amended to read as follows:

39-401. LEGISLATIVE INTENT. (1) The various health districts, as provided for in this chapter, are not:

(a) A a single department of state government unto themselves, nor are they a;

(b) A part of any of the twenty (20) departments of state government authorized by section 20, article IV, Idaho constitution, or;

(c) A part of the departments prescribed in section 67-2402, Idaho Code; or

(d) A department or an agency of county government.

(2) It is legislative intent that health districts operate and be recognized not as state or county agencies or departments, but as governmental entities whose creation has been authorized by the state, much in the manner as other single purpose districts. Pursuant to this intent, and because health districts are not state or county departments or agencies, health districts are exempt from the required participation in the services of the purchasing agent or employee liability coverage, as rendered by the department of administration. However, nothing shall prohibit the health districts from entering into ~~contractual~~ contractual arrangements with the department of administration, or any other department of state government or an elected constitutional officer, for these or any other services.

(3) It is legislative intent to affirm the provisions of section 39-413, Idaho Code, requiring compliance with the state merit system, and to affirm the participation of the health districts in the public employee retirement system, pursuant to section 39-426, Idaho Code, chapter 13, title 59, Idaho Code, and chapter 53, title 67, Idaho Code.

(4) It is also legislative intent that the matters of location of deposit of health district funds, or the instruments or documents of payment from those funds shall be construed as no more than items of convenience for the conduct of business, and in no way reflect upon the nature or status of the health districts as entities of government.

(5) This section merely affirms that health districts created under this chapter are not state or county agencies, and in no way changes the character of those agencies as they existed prior to this act.

(6) Public health districts will have the option to continue with agreements and service arrangements, including insurance arrangements, with state agencies that were effective prior to January 1, 2022, unless an agreement or service arrangement is expressly nullified by statute.

SECTION 3. That Section 39-411, Idaho Code, be, and the same is hereby amended to read as follows:

39-411. COMPOSITION OF DISTRICT BOARD -- QUALIFICATIONS OF MEMBERS -- APPOINTMENT AND REMOVAL -- TERMS -- SELECTION OF OFFICERS -- BOARD OF TRUSTEES OF DISTRICT BOARDS OF HEALTH. (1) For those districts comprised of:

1 (a) Fewer than eight (8) counties, the district board of health shall
2 consist of seven (7) members to be appointed by the boards of county
3 commissioners within each district acting jointly, and each board of
4 county commissioners may appoint a board member.

5 (b) Eight (8) counties, the district board of health shall consist of
6 not fewer than eight (8) members nor more than nine (9) members, and each
7 board of county commissioners may appoint a board member.

8 (2) Each member of the district board of health shall be a citizen of the
9 United States, a resident of the state of Idaho and the public health dis-
10 trict for one (1) year immediately last past, and a qualified elector. One
11 (1) member of the district board, if available to serve, shall be a physician
12 licensed by the Idaho state board of medicine, ~~and no more than one (1) mem-~~
13 ~~ber shall be appointed from any professional or special interest group.~~ All
14 members shall be chosen with due regard to their knowledge and interest in
15 public health and in promoting the health of the citizens of the state and the
16 public health district. Representation shall be assured from rural as well
17 as urban population groups.

18 (3) All appointments to the district board shall be confirmed by a
19 majority vote of all the county commissioners of all the counties located
20 within the public health district. Any member of the district board may be
21 removed by majority vote of all the county commissioners of all the counties
22 located within the district.

23 (4) The members of the district board of health shall be appointed for a
24 term of five (5) years, subject to reappointment; and vacancies on the board
25 for an unexpired term shall be filled for the balance of the unexpired term.
26 Notwithstanding any provision of this section as to term of appointment, if
27 a board member is an appointee for a board of county commissioners, and if
28 that board member is an elected county commissioner and leaves office prior
29 to the expiration of the term on the district board of health, the board of
30 county commissioners may declare the position vacant and may appoint another
31 currently elected county commissioner to fill the unexpired portion of the
32 term of that board member.

33 (5) The members of the district board, each year, shall select a chair-
34 man, a vice chairman and a trustee. The trustee shall represent the district
35 board as a member of the board of trustees of the Idaho district boards of
36 health.

37 (6) The board of trustees of the Idaho district boards of health shall
38 have authority to allocate appropriations from the legislature to the health
39 districts. Such authority is limited to the development and administration
40 of formulas for the allocation of legislative appropriations. Any formula
41 adopted by the board of trustees must be in use, without alteration, for at
42 least two (2) years; provided that during the two (2) year period, the for-
43 mula may be changed if an emergency occurs, the emergency is declared and
44 there is a unanimous vote of the board of trustees to make the emergency for-
45 mula change. All proceedings of the board of trustees shall be subject to the
46 provisions of chapter 2, title 74, Idaho Code.

47 SECTION 4. That Section 39-413, Idaho Code, be, and the same is hereby
48 amended to read as follows:

39-413. DISTRICT HEALTH DIRECTOR -- APPOINTMENT -- POWERS AND DUTIES. A district health director shall be appointed by the district board and shall receive compensation as determined by the district board. The director shall have and exercise the following powers and duties in addition to all other powers and duties inherent in the position or delegated to him or imposed upon him by law or rule, regulation, or ordinance:

(1) To be secretary and administrative officer of the district board of health;

(2) To prescribe such rules and regulations, consistent with the requirements of this chapter, as may be necessary for the government of the district, the conduct and duties of the district employees, the orderly and efficient handling of business and the custody, use and preservation of the records, papers, books and property belonging to the public health district;

(3) To administer oaths for all purposes required in the discharge of his duties;

(4) With the approval of the district board to:

(a) Prescribe the positions and the qualifications of all personnel under the district health director on a nonpartisan merit basis in accordance with the objective standards approved by the district board. This shall be the exclusive responsibility of the district health director, with the approval of the board, and no state official, elected or otherwise, or agency shall have any power to disapprove or interfere with the performance by the director and the board of this duty or to delay such performance in any way.

(b) Fix the rate of pay and appoint, promote, demote, and separate such employees and to perform such other personnel actions as are needed from time to time in conformance with the requirements of chapter 53, title 67, Idaho Code. This shall be the exclusive responsibility of the district health director, with the approval of the board, and no state official, elected or otherwise, or agency shall have any power to disapprove or interfere with the performance by the director and the board of this duty or to delay such performance in any way.

(c) Create such units and sections as are or may be necessary for the proper and efficient functioning of the duties herein imposed.

SECTION 5. That Section 39-414, Idaho Code, be, and the same is hereby amended to read as follows:

39-414. POWERS AND DUTIES OF DISTRICT BOARD. The district board of health shall have and may exercise the following powers and duties:

(1) To administer and enforce all state and district health laws, regulations, and standards.

(2) To do all things required for the preservation and protection of the public health and preventive health, and to enter into agreements with the director of the state department of health and welfare or the director of the department of environmental quality to provide services or do such other things delegated by the director of the state department of health and welfare or the director of the department of environmental quality and this shall be authority for the director(s) to so delegate as specified in the agreement. An agreement entered pursuant to this subsection may be between either such director and one (1) district or multiple districts.

1 (3) To determine the location of its main office and to determine the
2 location, if any, of branch offices.

3 (4) To enter into contracts with any other governmental or public
4 agency whereby the district board agrees to render services to or for such
5 agency in exchange for a charge reasonably calculated to cover the cost of
6 rendering such service. This authority is to be limited to services vol-
7 untarily rendered and voluntarily received and shall not apply to services
8 required by statute, rule, and regulations, or standards promulgated pur-
9 suant to this act or chapter 1, title 39, Idaho Code.

10 (5) All moneys or payment received or collected by gift, grant, devise,
11 or any other way shall be deposited to the respective division or subaccount
12 of the public health district in the public health district fund authorized
13 by section 39-422, Idaho Code.

14 (6) To establish a fiscal control policy ~~required by the state con-~~
15 ~~troller.~~

16 (7) To cooperate with the state board of health and welfare, the depart-
17 ment of health and welfare, the board of environmental quality and the de-
18 partment of environmental quality.

19 (8) To enter into contracts with other governmental agencies, and this
20 act hereby authorizes such other agencies to enter into contracts with the
21 health district, as may be deemed necessary to fulfill the duties imposed
22 upon the district in providing for the health of the citizens within the dis-
23 trict.

24 (9) To purchase, exchange or sell real property and construct, rent, or
25 lease such buildings as may be required for the accomplishment of the duties
26 imposed upon the district and to further obtain such other personal property
27 as may be necessary to its functions.

28 (10) To accept, receive and utilize any gifts, grants, or funds and per-
29 sonal and real property that may be donated to it for the fulfillment of the
30 purposes outlined in this act.

31 (11) To establish a charge whereby the board agrees to render services
32 to or for entities other than governmental or public agencies for an amount
33 reasonably calculated to cover the cost of rendering such service.

34 (12) To enter into a lease of real or personal property as lessor or
35 lessee, or other transaction with the Idaho health facilities authority for
36 a term not to exceed ninety-nine (99) years upon a determination by the dis-
37 trict board that the real or personal property to be leased is necessary for
38 the purposes of the district, and to pledge nontax revenues of the district
39 to secure the district's obligations under such leases. For the purposes of
40 this chapter, a public health district is not a subdivision of the state and
41 shall be considered an independent body corporate and politic pursuant to
42 section 1, article VIII, of the constitution of the state of Idaho, and is not
43 authorized hereby to levy taxes nor to obligate the state of Idaho concerning
44 such financing.

45 (13) To administer and certify solid waste disposal site operations,
46 closure, and post-closure procedures established by statute or regulation
47 in accordance with provisions of chapter 74, title 39, Idaho Code, in a
48 manner equivalent to the site certification process set forth in section
49 39-7408, Idaho Code.

1 (14) To select a board member to serve as trustee on the board of
2 trustees of the Idaho district boards of health.

3 SECTION 6. That Section 39-414A, Idaho Code, be, and the same is hereby
4 amended to read as follows:

5 39-414A. AUDIT OF HEALTH DISTRICT FINANCES. It shall be the duty of
6 each district board of health to cause to be made a full and complete audit
7 of all the financial transactions of the health district no less frequently
8 than every two (2) years. Such audit shall be ~~made by or under the direction~~
9 ~~of the legislative council,~~ in accordance with generally accepted auditing
10 standards and procedures. The district board of health shall include all
11 necessary expenses for such audit in its budget.

12 SECTION 7. That Section 39-423, Idaho Code, be, and the same is hereby
13 amended to read as follows:

14 39-423. BUDGET COMMITTEE OF PUBLIC HEALTH DISTRICT. The chairmen of
15 the boards of county commissioners located within the public health dis-
16 trict are hereby constituted as the budget committee of the public health
17 district.

18 The district board will submit to the budget committee by the first Mon-
19 day in June of each year the preliminary budget for the public health dis-
20 trict and the estimated cost to each county, as determined by the provisions
21 of section 39-424, Idaho Code.

22 On or before the first Monday in July, there will be held at a time and
23 place determined by the budget committee a budget committee meeting and pub-
24 lic hearing upon the proposed budget of the district. Notice of the bud-
25 get committee meeting and public hearing shall be posted at least ten (10)
26 full days prior to the date of said meeting in at least one (1) conspicuous
27 place in each public health district to be determined by the district board
28 of health. A copy of such notice shall also be published in the official
29 newspaper or a generally circulated newspaper of each county of such public
30 health district, in one (1) issue thereof, during such ten (10) day period.
31 The place, hour and day of such hearing shall be specified in said notice, as
32 well as the place where such budget may be examined prior to such hearing. A
33 summary of such proposed budget shall be published with and as a part of the
34 publication of such notice of hearing in substantially the form required by
35 section 31-1604, Idaho Code.

36 On or before the first Monday in July, a budget for the public health
37 district shall be agreed upon and approved by a majority of the budget com-
38 mittee. Such determination shall be binding upon all counties within the
39 district and the district itself.

40 Nothing in this section shall prevent the chairman of a board of county
41 commissioners from appointing a designee to represent him on the budget com-
42 mittee if the chairman is unable to attend the budget committee meeting, pro-
43 vided that the designee must be an elected county commissioner from the same
44 county as the chairman of the board of county commissioners.

SECTION 8. That Chapter 4, Title 39, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 39-424A, Idaho Code, and to read as follows:

39-424A. ADDITIONAL COUNTY AID TO DISTRICTS -- PROCEDURES. (1) Beginning on January 1, 2022, and each year thereafter, the various boards of county commissioners shall be responsible for providing additional annual aid to the public health districts. The amount of such additional county aid shall not be less than the amount appropriated to the various public health districts by the legislature for state fiscal year 2021.

(2) The manner of apportioning the additional aid from the various counties shall be calculated pursuant to section 39-424, Idaho Code, unless an alternative manner of apportioning the additional aid is agreed to by the budget committees of the various public health districts.

(3) Notwithstanding the provisions of section 31-863, Idaho Code, a county may use any fund balance accruing pursuant to chapter 35, title 31, Idaho Code, to fund the annual aid provided for in this section.

SECTION 9. That Section 39-425, Idaho Code, be, and the same is hereby amended to read as follows:

~~39-425. GENERAL STATE AID TO DISTRICTS -- PROCEDURES. (1) Every year, the districts shall submit a request to the legislature for money to be used to match funds contributed by the counties pursuant to section 31-862, Idaho Code, for the maintenance and operation of district health departments. The matching amount to be included in the request shall be a minimum of sixty-seven percent (67%) of the amounts pledged by each county, as adopted as part of the budget for the health districts during the budget formulations, as provided for in section 39-423, Idaho Code. If the determined amount of participation by a county would exceed the amount which could be raised applying the maximum levy prescribed in section 31-862, Idaho Code, that county's participation shall be reduced to the maximum amount which can be raised thereby.~~

~~(2) The foregoing provision shall not limit the legislature from authorizing or granting additional funds for selected projects in excess of the percentage of participation of general aid granted all health districts.~~

~~(3) General state aid to the various health districts shall be made available from state appropriations, and shall be distributed in the following manner:~~

~~(a) The amount appropriated to the health districts shall be divided based upon the formula developed and administered by the board of trustees of the Idaho district boards of health.~~

~~(b) One-half (1/2) of the amount appropriated shall be remitted to the public health trust fund on or before July 15; and~~

~~(c) The remaining one-half (1/2) of the amount appropriated shall be remitted to the public health trust fund on or before January 15. The legislature may authorize or grant additional funds to the various public health districts for selected projects.~~

~~(4) The liability of the state of Idaho to the public health districts and the public health district fund and its divisions is limited to:~~

1 (a) ~~The funds actually authorized and granted to the various public~~
2 ~~health districts as provided in subsection (1) of this section; and~~

3 ~~(b) The funds actually authorized or granted to the various public~~
4 ~~health districts as provided for in subsection (21) of this section; and~~

5 ~~(e) The funds due the various health districts in payment of legally~~
6 ~~authorized contracts and agreements entered into between the depart-~~
7 ~~ments of the state of Idaho and the various public health districts.~~

8 ~~(5) If revenues to the state treasury are insufficient to fully meet ap-~~
9 ~~propriations, and reductions in spending authority have been ordered pur-~~
10 ~~suant to law, the amount of moneys to match revenues contributed by the coun-~~
11 ~~ties, pursuant to section 39-423, Idaho Code, which has been appropriated~~
12 ~~pursuant to this section, shall be reduced by the same percentage rate as~~
13 ~~other general account appropriations.~~

14 SECTION 10. An emergency existing therefor, which emergency is hereby
15 declared to exist, Section 1 of this act shall be in full force and effect on
16 and after passage and approval.

17 SECTION 11. Sections 2 through 9 of this act shall be in full force and
18 effect on and after January 1, 2022.

LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

Moved by Riggs

Seconded by Lee

IN THE SENATE
SENATE AMENDMENT TO H.B. NO. 316

AMENDMENT TO SECTION 5

On page 4 of the printed bill, in line 49, following "districts." insert:
"An order of a district board of health will take effect immediately. However, notwithstanding the provisions of this subsection, if an order applies to all persons in a county or a public health district, the board of county commissioners within each affected county, after consulting with the district board of health, will determine by resolution whether or not to approve the order within county limits within seven (7) days of the date of the order. If the board of county commissioners approves the order, then the order will take effect immediately for a period of thirty (30) days. Thereafter, the order may be extended, amended, or modified and reimposed for thirty (30) day periods, subject to approval by the board of county commissioners.".

AMENDMENT TO THE BILL

On page 8, delete lines 14 through 18, and insert:
"SECTION 10. This act shall be in full force and effect on and after March 1, 2022."

CORRECTION TO TITLE

On page 1, delete line 26, and insert: "AND PROVIDING AN EFFECTIVE DATE."



Fiscal Year 2022 Budget Proposal

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Southwest District Health FY2022 Budget Request

July 1, 2021 through June 30, 2022

District Summary

	FY2020 Budget	FY2021 Budget	FY2022 Request*
REVENUE			
Fees	\$1,705,615	\$1,715,979	\$1,874,852
Contracts	\$3,713,133	\$4,152,338	\$5,224,254
County Funds	\$1,381,174	\$1,401,892	\$1,443,948
State Appropriation	\$1,444,400	\$1,442,900	\$1,476,900
Millennium Fund Appropriation	\$129,500	\$129,500	\$130,000
Interest	\$70,000	\$80,000	\$50,000
Sale of Land, Buildings & Equip	\$15,000	\$20,000	\$20,000
Other	\$11,200	\$14,986	\$24,000
Carry-Over Funds	\$476,416	\$70,027	\$149,000
Reserve	\$10,000	\$12,900	\$90,000
Total Revenue	\$8,956,438	\$9,040,522	\$10,482,954
EXPENDITURES			
Salary & Wage	\$4,578,980	\$4,657,914	\$5,725,545
Employee Benefits	\$2,111,261	\$2,117,263	\$2,616,612
Merit Increase *	\$166,500	\$0	\$0
Operating Expenses	\$1,909,791	\$2,080,545	\$1,818,897
Capital Outlay	\$189,906	\$184,800	\$197,400
Trustee Benefits <i>(Pass-thru funds)</i>	\$0	\$0	\$124,500
Total Expenditures	\$8,956,438	\$9,040,522	\$10,482,954
CRISIS CENTER			
Contract Revenue	\$1,520,000	\$1,520,000	\$1,083,289
Expenditures	\$1,520,000	\$1,520,000	\$1,083,289
GRAND TOTAL			
Revenues	\$10,476,438	\$10,560,522	\$11,566,243
Expenditures	\$10,476,438	\$10,560,522	\$11,566,243

FTEs	95.7	97.1	124.8
		COVID STAFF	15.5
		BASE	109.3

*2% Change in Employee Compensation accounted for in Salary and Wages as approved by the board on March 16, 2021.

Population & Market Value

Changes in County Population and Net Taxable Market Value (TMV)

County	FY 2021 2019 Pop Estimate	FY 2022 2020 Pop Estimate	Population Percent Change	FY 2021 CY 2019	FY 2022 CY 2020	TMV Percent Change
Net Taxable Values						
Adams	4,294	4,323	0.7%	\$595,684,570	\$670,181,179	12.5%
Canyon	229,849	232,313	1.1%	\$15,190,228,354	\$17,104,468,660	12.6%
Gem	18,112	17,900	-1.2%	\$1,308,254,243	\$1,480,679,317	13.2%
Owyhee	11,823	11,792	-0.3%	\$738,765,837	\$809,239,280	9.5%
Payette	23,951	23,780	-0.7%	\$1,706,234,290	\$1,928,302,133	13.0%
Washington	10,194	10,189	0.0%	\$907,085,609	\$957,067,413	5.5%
TOTAL	298,223	300,297		\$20,446,252,903	\$22,949,937,982	

Population: provided by Population Division, U.S. Census Bureau

Net Taxable Values: provided by State of Idaho Tax Commission

County Request - 3% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

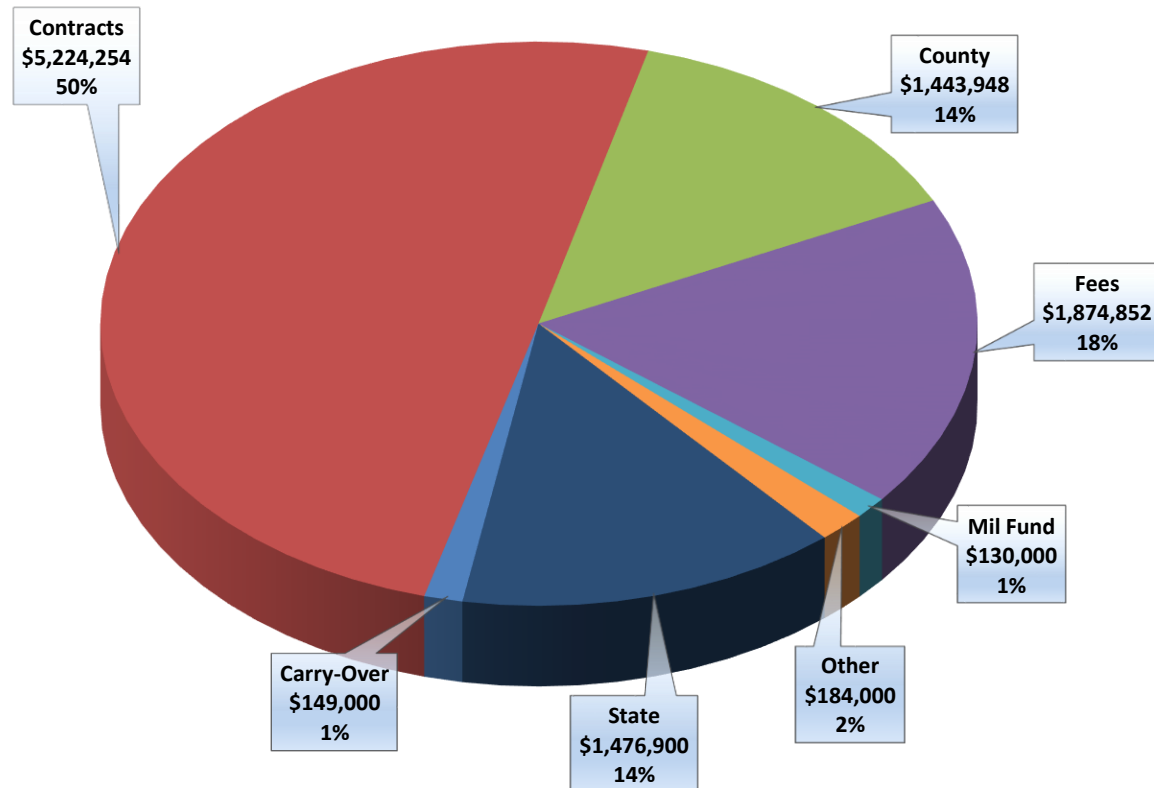
County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)
 (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,551	2.92%	\$12,650	\$27,201
CANYON	232,313	77.36%	\$781,938	74.53%	\$322,850	\$1,104,788
GEM	17,900	5.96%	\$60,249	6.45%	\$27,948	\$88,197
OWYHEE	11,792	3.93%	\$39,690	3.53%	\$15,275	\$54,965
PAYETTE	23,780	7.92%	\$80,041	8.40%	\$36,397	\$116,438
WASHINGTON	10,189	3.39%	\$34,295	4.17%	\$18,065	\$52,360
TOTAL	300,297	100.00%	\$1,010,764	100.00%	\$433,185	\$1,443,948

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$27,201	\$832	3.16%
CANYON	\$1,068,816	\$1,104,788	\$35,972	3.37%
GEM	\$86,515	\$88,197	\$1,682	1.94%
OWYHEE	\$54,087	\$54,965	\$878	1.62%
PAYETTE	\$113,888	\$116,438	\$2,550	2.24%
WASHINGTON	\$52,217	\$52,360	\$142	0.27%
TOTAL	\$1,401,892	\$1,443,948	\$42,057	3.00%

Budget Funding Sources

FY 2022



**Does not include Crisis Center contract funds in the amount of \$1,083,289*

Fund Balances - as of March 31, 2021

Restricted Funds	\$207,112
(Restricted funds include funds for Behavioral Health Board, Parents as Teachers, and Citizen Review Panel)	
Committed Funds	\$525,382
(Committed funds include funds for 27th Payperiod, Medical Equipment, Computer/EMR Replacements, Capital Projects, Website Upgrade, and Auto LGIP)	
Capital Reserve Fund (LGIP)	\$1,299,174
Unrestricted Operating Funds	<u>\$3,646,832</u>
	\$5,678,500

Southwest District Health

Summary of Restricted and Committed Funds - FY 2021

Restricted Funds - Third party restricted

Committed Funds - Committed by the Board of Health for a specific purpose

	<u>Restricted Funds</u>	<u>Committed Funds</u>
Behavioral Health Board	\$4,383.47	
Parents as Teachers	\$199,786.39	
Citizen's Review Panel	\$2,942.53	
Medical Equipment & Training		\$75,000.00
Computer/EMR Replacements		\$138,760.00
Capital Projects		\$143,246.05
27th Payperiod		\$51,500.00
Website Upgrade		\$17,230.00
Vehicles (LGIP Auto Replacement)		\$99,646.00
	<u>\$207,112.39</u>	<u>\$525,382.05</u>



Board of Health

Commissioner Bryan Elliott, Chairman – Gem County

Commissioner Kelly Aberasturi, Vice-Chairman – Owyhee County

Dr. Sam Summers – Physician Representative

Commissioner Viki Purdy – Adams County

Commissioner Keri Smith – Canyon County

Commissioner Georgia Hanigan – Payette County

Commissioner Lyndon Haines – Washington County

Appendix A - County Request - 2% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,409	2.92%	\$12,527	\$26,936
CANYON	232,313	77.36%	\$774,346	74.53%	\$319,716	\$1,094,062
GEM	17,900	5.96%	\$59,664	6.45%	\$27,677	\$87,341
OWYHEE	11,792	3.93%	\$39,305	3.53%	\$15,126	\$54,431
PAYETTE	23,780	7.92%	\$79,264	8.40%	\$36,044	\$115,307
WASHINGTON	10,189	3.39%	\$33,962	4.17%	\$17,889	\$51,851
TOTAL	300,297	100.00%	\$1,000,951	100.00%	\$428,979	\$1,429,929

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,936	\$568	2.16%
CANYON	\$1,068,816	\$1,094,062	\$25,246	2.36%
GEM	\$86,515	\$87,341	\$826	0.95%
OWYHEE	\$54,087	\$54,431	\$344	0.64%
PAYETTE	\$113,888	\$115,307	\$1,419	1.25%
WASHINGTON	\$52,217	\$51,851	(\$366)	-0.70%
TOTAL	\$1,401,892	\$1,429,929	\$28,038	2.00%

Appendix B - County Request - 1% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,268	2.92%	\$12,404	\$26,672
CANYON	232,313	77.36%	\$766,755	74.53%	\$316,581	\$1,083,336
GEM	17,900	5.96%	\$59,079	6.45%	\$27,406	\$86,485
OWYHEE	11,792	3.93%	\$38,920	3.53%	\$14,978	\$53,898
PAYETTE	23,780	7.92%	\$78,486	8.40%	\$35,690	\$114,177
WASHINGTON	10,189	3.39%	\$33,629	4.17%	\$17,714	\$51,343
TOTAL	300,297	100.00%	\$991,137	100.00%	\$424,773	\$1,415,911

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,672	\$304	1.15%
CANYON	\$1,068,816	\$1,083,336	\$14,520	1.36%
GEM	\$86,515	\$86,485	(\$30)	-0.03%
OWYHEE	\$54,087	\$53,898	(\$189)	-0.35%
PAYETTE	\$113,888	\$114,177	\$289	0.25%
WASHINGTON	\$52,217	\$51,343	(\$874)	-1.67%
TOTAL	\$1,401,892	\$1,415,911	\$14,019	1.00%

Appendix C - County Request - 0% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,127	2.92%	\$12,281	\$26,408
CANYON	232,313	77.36%	\$759,163	74.53%	\$313,447	\$1,072,610
GEM	17,900	5.96%	\$58,494	6.45%	\$27,134	\$85,629
OWYHEE	11,792	3.93%	\$38,534	3.53%	\$14,830	\$53,364
PAYETTE	23,780	7.92%	\$77,709	8.40%	\$35,337	\$113,046
WASHINGTON	10,189	3.39%	\$33,296	4.17%	\$17,539	\$50,835
TOTAL	300,297	100.00%	\$981,324	100.00%	\$420,567	\$1,401,892

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,408	\$40	0.15%
CANYON	\$1,068,816	\$1,072,610	\$3,794	0.35%
GEM	\$86,515	\$85,629	(\$887)	-1.02%
OWYHEE	\$54,087	\$53,364	(\$723)	-1.34%
PAYETTE	\$113,888	\$113,046	(\$842)	-0.74%
WASHINGTON	\$52,217	\$50,835	(\$1,383)	-2.65%
TOTAL	\$1,401,892	\$1,401,892	(\$0)	0.00%

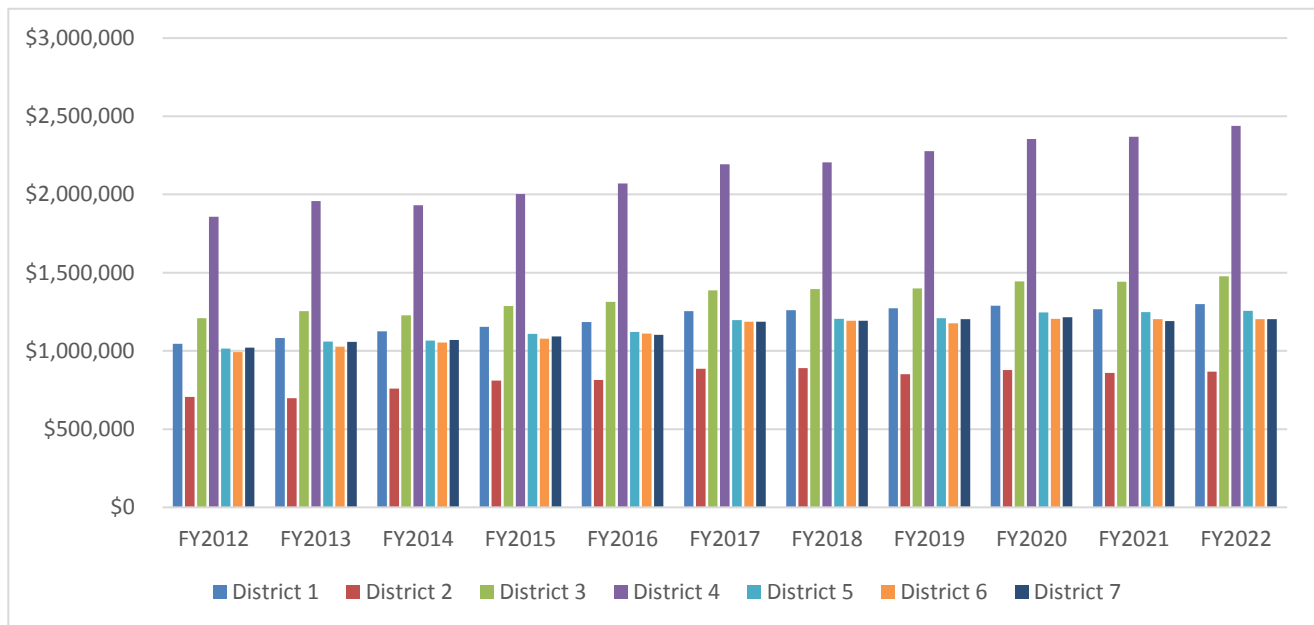
Appendix D - State and County Funding History

District Fiscal Year July 1st through June 30th

Fiscal Year	State Appropriation			County Contributions		
	Total	Change from prior year	Dollar amount of change	Total	Change from prior year	Dollar amount of change
2012	\$1,208,600	-5.07%	(\$64,500)	\$1,106,427	0.00%	\$0
2013	\$1,254,100	3.76%	\$45,500	\$1,123,023	1.50%	\$16,596
2014	\$1,227,800	-2.10% *	(\$26,300)	\$1,156,713	3.00%	\$33,690
2015	\$1,286,300	4.76%	\$58,500	\$1,191,414	3.00%	\$34,701
2016	\$1,315,400	2.26%	\$29,100	\$1,227,156	3.00%	\$35,742
2017	\$1,387,000	5.44%	\$71,600	\$1,263,970	3.00%	\$36,814
2018	\$1,394,800	0.56%	\$7,800	\$1,301,889	3.00%	\$37,919
2019	\$1,399,100	0.31%	\$4,300	\$1,340,946	3.00%	\$39,057
2020	\$1,444,400	3.24%	\$45,300	\$1,381,174	3.00%	\$40,228
2021	\$1,442,900	-0.10%	(\$1,500)	\$1,401,892	1.50%	\$20,718
2022	\$1,476,900	2.36%	\$34,000	\$1,443,948	3.00%	\$42,056

***An increase of less than 3% from the counties results in a reduced state appropriation the following year**

History of State Appropriation Received, FY2012 - FY2022



SOUTHWEST DISTRICT HEALTH EMPLOYEE COMPENSATION FY20-FY21

TREND ALERT

Employee Turnover Rate



Southwest District Health
Turnover Rate
Number of separations
18

Statewide
Turnover Rate
Number of separations
1,676

RECRUITING MARKET

Comparison between PHD3 & PHD4



0% increase in
employee
compensation



3% increase in
employee
compensation

MERIT INCREASES

0%

SOUTHWEST
DISTRICT HEALTH

3%

ADAMS COUNTY

2%

CANYON COUNTY

3%

GEM COUNTY

4%

OWYHEE COUNTY

3%

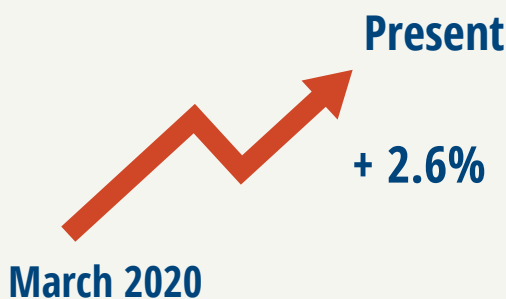
PAYETTE COUNTY

3%

WASHINGTON COUNTY

AVERAGE COST OF LIVING

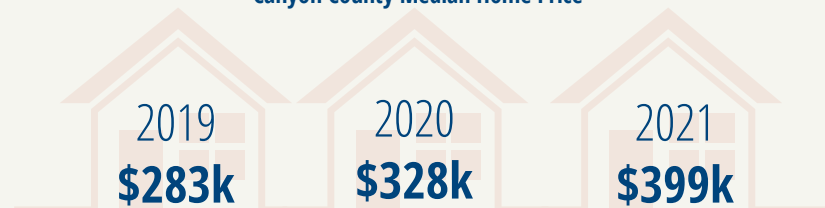
Canyon County Data 2019-2020



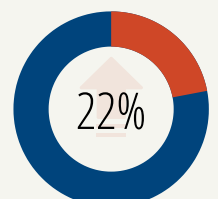
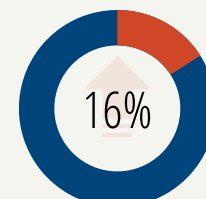
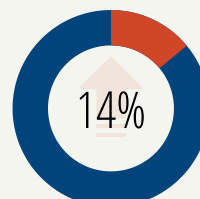
CHANGES IN AFFORDABLE HOUSING

Canyon County Data 2019-2021

Canyon County Median Home Price



Canyon County Average Home Price % Increase



*In Canyon County, home prices are expected to
increase by 33% over the next three years. 12

County Request - 3% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)
 (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,551	2.92%	\$12,650	\$27,201
CANYON	232,313	77.36%	\$781,938	74.53%	\$322,850	\$1,104,788
GEM	17,900	5.96%	\$60,249	6.45%	\$27,948	\$88,197
OWYHEE	11,792	3.93%	\$39,690	3.53%	\$15,275	\$54,965
PAYETTE	23,780	7.92%	\$80,041	8.40%	\$36,397	\$116,438
WASHINGTON	10,189	3.39%	\$34,295	4.17%	\$18,065	\$52,360
TOTAL	300,297	100.00%	\$1,010,764	100.00%	\$433,185	\$1,443,948

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$27,201	\$832	3.16%
CANYON	\$1,068,816	\$1,104,788	\$35,972	3.37%
GEM	\$86,515	\$88,197	\$1,682	1.94%
OWYHEE	\$54,087	\$54,965	\$878	1.62%
PAYETTE	\$113,888	\$116,438	\$2,550	2.24%
WASHINGTON	\$52,217	\$52,360	\$142	0.27%
TOTAL	\$1,401,892	\$1,443,948	\$42,057	3.00%

Appendix A - County Request - 2% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,409	2.92%	\$12,527	\$26,936
CANYON	232,313	77.36%	\$774,346	74.53%	\$319,716	\$1,094,062
GEM	17,900	5.96%	\$59,664	6.45%	\$27,677	\$87,341
OWYHEE	11,792	3.93%	\$39,305	3.53%	\$15,126	\$54,431
PAYETTE	23,780	7.92%	\$79,264	8.40%	\$36,044	\$115,307
WASHINGTON	10,189	3.39%	\$33,962	4.17%	\$17,889	\$51,851
TOTAL	300,297	100.00%	\$1,000,951	100.00%	\$428,979	\$1,429,929

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,936	\$568	2.16%
CANYON	\$1,068,816	\$1,094,062	\$25,246	2.36%
GEM	\$86,515	\$87,341	\$826	0.95%
OWYHEE	\$54,087	\$54,431	\$344	0.64%
PAYETTE	\$113,888	\$115,307	\$1,419	1.25%
WASHINGTON	\$52,217	\$51,851	(\$366)	-0.70%
TOTAL	\$1,401,892	\$1,429,929	\$28,038	2.00%

Appendix B - County Request - 1% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,268	2.92%	\$12,404	\$26,672
CANYON	232,313	77.36%	\$766,755	74.53%	\$316,581	\$1,083,336
GEM	17,900	5.96%	\$59,079	6.45%	\$27,406	\$86,485
OWYHEE	11,792	3.93%	\$38,920	3.53%	\$14,978	\$53,898
PAYETTE	23,780	7.92%	\$78,486	8.40%	\$35,690	\$114,177
WASHINGTON	10,189	3.39%	\$33,629	4.17%	\$17,714	\$51,343
TOTAL	300,297	100.00%	\$991,137	100.00%	\$424,773	\$1,415,911

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,672	\$304	1.15%
CANYON	\$1,068,816	\$1,083,336	\$14,520	1.36%
GEM	\$86,515	\$86,485	(\$30)	-0.03%
OWYHEE	\$54,087	\$53,898	(\$189)	-0.35%
PAYETTE	\$113,888	\$114,177	\$289	0.25%
WASHINGTON	\$52,217	\$51,343	(\$874)	-1.67%
TOTAL	\$1,401,892	\$1,415,911	\$14,019	1.00%

Appendix C - County Request - 0% Increase

Budget Request for County Fiscal Year 2022
Period Covered: October 2021 - September 2022
 Based Upon Idaho Code 39-424

County Contribution = 70% Population Distribution + 30% Taxable Market Value (TMV)

County	2020 Population Estimate	70%: Population	Dollar Amount	30%: TMV	Dollar Amount	Contribution
ADAMS	4,323	1.44%	\$14,127	2.92%	\$12,281	\$26,408
CANYON	232,313	77.36%	\$759,163	74.53%	\$313,447	\$1,072,610
GEM	17,900	5.96%	\$58,494	6.45%	\$27,134	\$85,629
OWYHEE	11,792	3.93%	\$38,534	3.53%	\$14,830	\$53,364
PAYETTE	23,780	7.92%	\$77,709	8.40%	\$35,337	\$113,046
WASHINGTON	10,189	3.39%	\$33,296	4.17%	\$17,539	\$50,835
TOTAL	300,297	100.00%	\$981,324	100.00%	\$420,567	\$1,401,892

CHANGE FY 2021 / FY 2022				
County	Approved FY2021	Requested FY2022	Dollar Change	Percentage Change
ADAMS	\$26,368	\$26,408	\$40	0.15%
CANYON	\$1,068,816	\$1,072,610	\$3,794	0.35%
GEM	\$86,515	\$85,629	(\$887)	-1.02%
OWYHEE	\$54,087	\$53,364	(\$723)	-1.34%
PAYETTE	\$113,888	\$113,046	(\$842)	-0.74%
WASHINGTON	\$52,217	\$50,835	(\$1,383)	-2.65%
TOTAL	\$1,401,892	\$1,401,892	(\$0)	0.00%

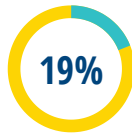
ADAMS COUNTY

Healthier Together FY20

Health Outcomes

ADAMS COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Adams County residents report poor or fair health



of babies born in Adams County have a low birth rate



Life expectancy in Adams County is 80.1 years

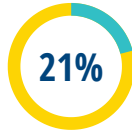


Adams County ranks 39 out of 43 ranked counties in Idaho

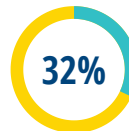
Health Factors

ADAMS COUNTY

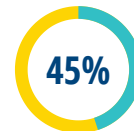
Health Factors represent those things we can modify to improve the length and quality of life for residents.



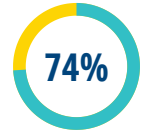
of adults in Adams County smoke tobacco



of adults in Adams County are considered obese



of children in Adams County are eligible for free or reduced lunch



of Adams County residents have access to broadband internet



16% of Adams County residents are uninsured

Health Investment in ADAMS COUNTY

July 2019 - June 2020

Clinic Services

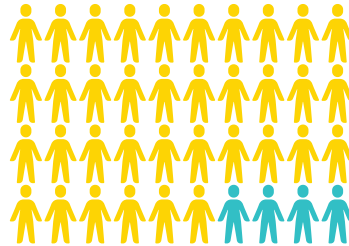


6

immunizations
administered

2

immunization
appointments



36

WIC participants



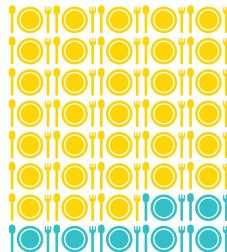
\$3,733,384.60
spent in
WIC vouchers*

Environmental Health



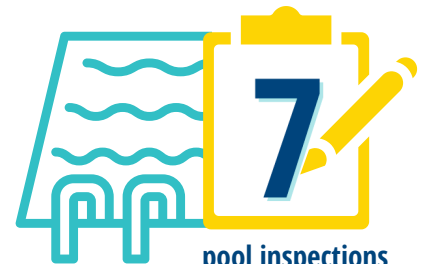
21

septic permits



33

restaurant inspections



pool inspections



CANYON COUNTY

Healthier Together FY20

Health Outcomes

CANYON COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Canyon County residents report poor or fair health



of adults in Canyon County are diabetic



Life expectancy in Canyon County is 79.1 years



Canyon County ranks 19 out of 43 ranked counties in Idaho

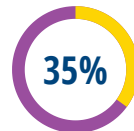
Health Factors

CANYON COUNTY

Health Factors represent those things we can modify to improve the length and quality of life for residents.



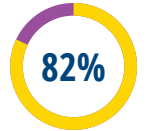
of adults in Canyon County smoke tobacco



of adults in Canyon County are considered obese



of children in Canyon County are eligible for free or reduced lunch



of Canyon County residents have access to broadband internet



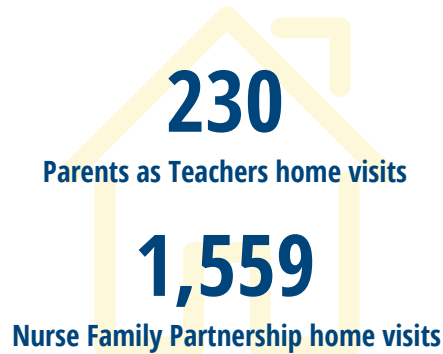
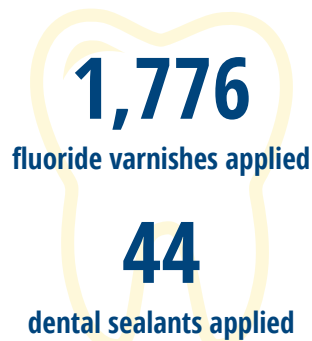
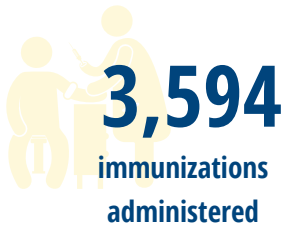
17% of Canyon County residents are uninsured

Health Investment in CANYON COUNTY

04222021

July 2019 - June 2020

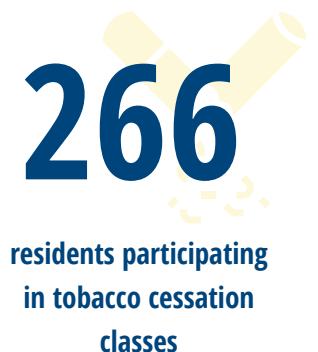
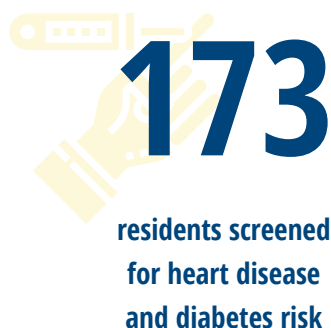
Clinic Services



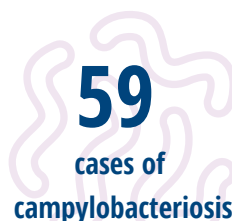
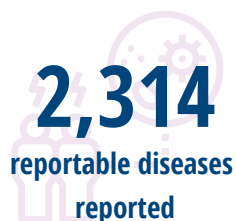
Environmental Health



Community Health



Communicable Diseases



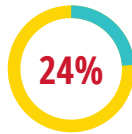
OWYHEE COUNTY

Healthier Together FY20

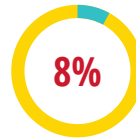
Health Outcomes

OWYHEE COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Owyhee County residents report poor or fair health



of babies born in Owyhee County have a low birth rate



Life expectancy in Owyhee County is 78.2 years

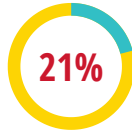


Owyhee County ranks 42 out of 43 ranked counties in Idaho

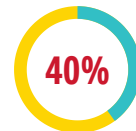
Health Factors

OWYHEE COUNTY

Health Factors represent those things we can modify to improve the length and quality of life for residents.



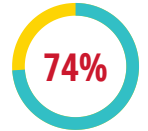
of adults in Owyhee County smoke tobacco



of adults in Owyhee County are considered obese



of children in Owyhee County are eligible for free or reduced lunch



of Owyhee County residents have access to broadband internet



24% of Owyhee County residents are uninsured

Health Investment in OWYHEE COUNTY

04222021

July 2019 - June 2020

Clinic Services



74

immunizations
administered



175

fluoride varnishes
applied

424

WIC participants



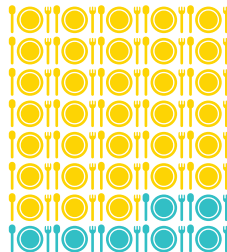
\$3,733,384.60
spent in
WIC vouchers*

Environmental Health



58

septic permits



69

restaurant inspections



4

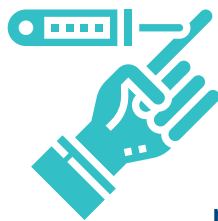
pool inspections

Community Health



20

Fit and Fall Proof™
participants



12

residents screened
for heart disease
and diabetes risk

21

residents participating
in tobacco cessation
classes



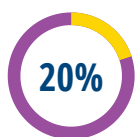
GEM COUNTY

Healthier Together FY20

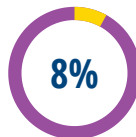
Health Outcomes

GEM COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Gem County residents report poor or fair health



of babies born in Gem County have a low birth rate



Life expectancy in Gem County is 78.2 years

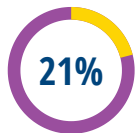


Gem County ranks 25 out of 43 ranked counties in Idaho

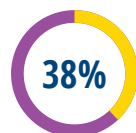
Health Factors

GEM COUNTY

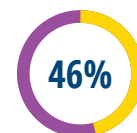
Health Factors represent those things we can modify to improve the length and quality of life for residents.



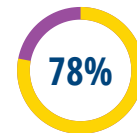
of adults in Gem County smoke tobacco



of adults in Gem County are considered obese



of children in Gem County are eligible for free or reduced lunch



of Gem County residents have access to broadband internet



16% of Gem County residents are uninsured

Health Investment in Gem COUNTY

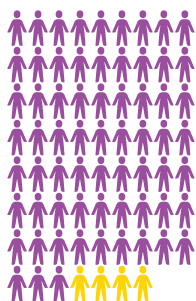
July 2019 - June 2020

Clinic Services



695

immunizations
administered



70 women enrolled
in Women's Health
Check, 4 were
treated for breast
or cervical cancer

482

WIC participants



\$3,733,384.60
spent in
WIC vouchers*

Environmental Health



78

septic permits



10

signed land
development plats



83

restaurant inspections



18

pool inspections

Community Health



38

Fit and Fall Proof™
participants

Gem County
Community Health
Action Team (CHAT)
conducted a
walkability assessment
to make
recommendations
for increasing
pedestrian safety

Communicable Diseases



111

reportable diseases reported

PAYETTE COUNTY

Healthier Together FY20

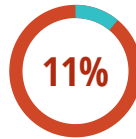
Health Outcomes

PAYETTE COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Payette County residents report poor or fair health



of adults in Payette County are diabetic



Life expectancy in Payette County is 76.6 years



Payette County ranks 40 out of 43 ranked counties in Idaho

Health Factors

PAYETTE COUNTY

Health Factors represent those things we can modify to improve the length and quality of life for residents.



of adults in Payette County smoke tobacco



of adults in Payette County are considered obese



of children in Payette County are eligible for free or reduced lunch



of Payette County residents have access to broadband internet



15% of Payette County residents are uninsured

Health Investment in PAYETTE COUNTY

04222021

July 2019 - June 2020

Clinic Services



452
immunizations
administered

132
fluoride varnishes applied
43
dental sealants applied

89
Parents as Teachers
home visits

260
WIC participants
\$3,733,384.60
spent in
WIC vouchers*

Environmental Health

70
septic permits

8
accessory use
permits issued



4
signed land
development plats

97
restaurant inspections
11
child care inspections

Community Health



72
Fit and Fall Proof™
participants

Payette County
Community Health
Action Team (CHAT)
identified its mission
statement and health
priority areas.
PCHAT is focused on
behavioral health access,
youth substance use,
food access and
transportation.

Communicable Diseases



193
reportable diseases reported

WASHINGTON COUNTY

Healthier Together FY20

Health Outcomes

WASHINGTON COUNTY

Health outcomes are changes in health that result from specific health care investments or interventions.



of Washington County residents report poor or fair health



of adults in Washington County are diabetic



Life expectancy in Washington County is 78.7 years



Washington County ranks 22 out of 43 ranked counties in Idaho

Health Factors

WASHINGTON COUNTY

Health Factors represent those things we can modify to improve the length and quality of life for residents.



of adults in Washington County smoke tobacco



of adults in Washington County are considered obese



of children in Washington County are eligible for free or reduced lunch



of Washington County residents have access to broadband internet



18% of Washington County residents are uninsured

Health Investment in WASHINGTON COUNTY

04222021

July 2019 - June 2020

Clinic Services



487

immunizations
administered



13

fluoride varnishes
applied

260

WIC participants



Environmental Health



21

septic permits



2

signed land
development plats



54

restaurant inspections

5

child care inspections



4

pool inspections

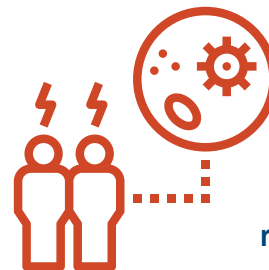
Community Health



68

Fit and Fall Proof™
participants

Communicable Diseases



57

reportable diseases reported