



NOTICE OF SPECIAL BOARD OF HEALTH MEETING

Notice is hereby given that the Southwest District Health Board of Health will hold a special meeting on Tuesday, May 4, 2021, at 9:00 a.m. at 13307 Miami Lane, Caldwell, ID, 83607.

Public comments specific to an agenda item for the May 4, 2021 Special Board of Health meeting can be submitted at <https://www.surveymonkey.com/r/BoH05042021> 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, May 3, 2021.

***Meeting Format :** In-person attendance at the meeting will be limited. 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 YouTube channel](#).

AGENDA

Tuesday, May 4, 2021

9:00 a.m.

13307 Miami Lane, Caldwell, Idaho 83607

A = Board Action Required		G =Guidance	I = Information item
9:00 AM		Call the meeting to order	Chairman Bryan Elliott
9:02 AM		Pledge of Allegiance	Chairman Bryan Elliott
9:05 AM		Roll call	Chairman Bryan Elliott
9:08 AM	A	Approval of agenda	Chairman Bryan Elliott
9:10 AM		In-person public comment	Chairman Bryan Elliott
9:30 AM	A	Resolution discussion and vote	Commissioner Viki Purdy
10:15 AM	A	Letter to the Cities	Nikki Zogg
10:25 AM	A	WICCC Contract Extension	Sam Kenney
10:35 AM		Executive session per Idaho Code 74-206(b)	
10:55 AM	A	Action taken as a result of Executive Session	
11:00 AM		Adjournment	

Healthier Together

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**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 special meeting of the Board of Health of Southwest District Health, State of Idaho, on the 4th day of May, 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 U.S. Constitution, and Article I, Section 10, of the Idaho Constitution, memorialize and codify the unalienable right of the citizens of the United States and of Idaho to peaceably assemble;

WHEREAS, the citizens of the United States and of Idaho, and, more particularly, those citizens living in Adams, Washington, Payette, Gem, Canyon and Owyhee Counties, are a free people;

WHEREAS, because free people have the right to make their own decisions concerning their own lives and health, and because individuals, not government, are best situated and best suited to make decisions for themselves concerning their own health and happiness, it is not the proper role of government to usurp that right and to substitute its judgment for that of the citizens;

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;

WHEREAS, the Board of Health of Southwest District Health believes it is in the best interest and overall health of District families, schools, and communities that businesses and schools be fully open; 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, schools, 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 this Board of Health expressly 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 this Board of Health expressly declares its unequivocal faith and confidence in the citizens of the District to make responsible decisions concerning their own health and safety as it relates to SARS-CoV-2 (COVID-19);

BE IT ALSO AND FURTHER RESOLVED that this Board of 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 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);

BE IT ALSO AND FURTHER RESOLVED that this Board of Health supports fully opening schools within the District to promote the overall health of District families, schools, and communities;

BE IT ALSO AND FURTHER RESOLVED that this Board of 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 4th day of May, 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



Dear Mayor and City Council Members,

I would like to express my gratitude to you for your efforts over the past year to share information and provide guidance, recommendations, and support to members of your community as we navigated through a very challenging time. I know hard decisions had to be made that impacted your community, and those decisions had to be made with limited information in an evolving situation. No decisions are harder than these.

A year ago, there was a lot we did not know about COVID-19 and its potential impact on our population. We were faced with a situation where our first responders and healthcare workers had limited access to the personal protective equipment they needed to perform their jobs as well as limited capacity to handle surges at our local hospitals. This situation drove many of our recommendations to the public in an effort to prevent complications related to COVID-19 and premature death. COVID-19 has had a detrimental impact on our community in many ways. However, I feel confident that each day that passes we are returning to a place of normalcy as the risk for exposure to COVID-19 decreases, vaccinations are readily available, and treatments for COVID-19 continue to improve. I am cautiously optimistic that we will continue in this direction, and I encourage our community to stay vigilant.

Southwest District Health continues to serve as a community resource. It is the position of Southwest District Health, your local public health district, that individuals, business owners, and bodies of government, including schools, are free to make their own decisions about what, if any, measures they choose to take to protect their health and the health of their families, employers, students, or patrons. Individuals, business owners, and bodies of government are responsible and accountable for the decisions they make. Southwest District Health stands ready to provide any assistance, education, and support needed to help inform decisions when requested.

I understand a resolution may be brought forward for your consideration that relates to the duty and responsibilities of Southwest District Health. Over the past year, Southwest District Health aimed to provide timely, accurate information, guidance, and recommendations to our population, businesses, schools, and healthcare and first responder community. Our goal was to provide people with the knowledge and information necessary to make informed decisions. **At no time did Southwest District Health mandate or enforce closures, physical distancing, capacity limitations, masks, vaccinations, or treatment.**

The resolution before you may also address broader functions of the public health district outside of COVID-19. Southwest District Health plays a vital role in ensuring our community has access to safe food establishments, recreational waters, public swimming pools, and licensed childcare facilities. Without this work, communicable and vector-borne diseases would go unchecked in these areas and complaints from our community unaddressed. The impact would likely be increases in food and waterborne illnesses and other communicable diseases resulting in increased healthcare costs, hospitalizations, premature deaths, lost work productivity, and fewer days in school.

Again, I want to thank you for your partnership over the past year.

Please feel free to reach out to me directly if you have questions or would like to discuss this matter. You can reach me at Nikole.Zogg@phd3.idaho.gov or 208.435.4215.

In good health,

Nikki Zogg
Director

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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:

Mailing Address:

702 Sunset Drive

13307 Miami Ln.

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.

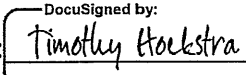
Article V. - MISCELLANEOUS

- 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.

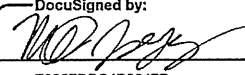
Lifeways, Inc. "**Covered Entity**":

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?

