



### Board of Health Meeting

Tuesday, January 25, 2022, 10:00 a.m.  
13307 Miami Lane, Caldwell, ID 83607

Public comments specific to an agenda item for the January 25, 2022 Board of Health meeting can be submitted at <https://www.surveymonkey.com/r/BoH01252022> 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, January 24, 2022.

**\*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

<u>A = Board Action Required</u>	<u>G =Guidance</u>	<u>I = Information item</u>
10:00 A	Call the Meeting to Order	Chairman Bryan Elliott
10:02	Pledge of Allegiance	
10:04	Roll Call	Chairman Bryan Elliott
10:07 A	Request for Additional Agenda items; Approval of Agenda	Chairman Bryan Elliott
10:10 A	Approval of Minutes – December 14, 2021	Chairman Bryan Elliott
10:15	In-Person Public Comment	
10:25 I	Open Discussion	SWDH Board Members
10:35	Introduction of New Employees	Division Administrators
10:45 I	December 2021 Expenditure and Revenue Report	Troy Cunningham
10:55 A	Fiscal Year 22 Budget Revision	Troy Cunningham
11:10 A	Board Committed Funds	Troy Cunningham
11:20 I	Employee Retention Update	Sarah Price
11:30	Break	
11:40 I	Chronic Wasting Disease (CWD) Update	Tricia Hebdon, Idaho Dept. of Fish and Game
12:05 A	Sewage Program Fees	Mitch Kiester
12:15 G	Youth Behavioral Health	Nikki Zogg
12:30 I	Clinic Services Update	Josh Campbell
12:45 I	Director's Report	Nikki Zogg
	Department of Health and Welfare Memorandum of Understanding	
	State Controller's Office Memorandum of Understanding	
	Legislative Update	
	Strategic Plan Update	
	Letter to Governor/COVID Response	
1:00	Adjourn	

**NEXT MEETING: Tuesday, February 22, 2022, 10:00\* a.m.**

\*Winter hours in effect

***Healthier Together***

13307 Miami Lane • Caldwell, ID 83607 • (208) 455-5300 • FAX (208) 454-7722



**BOARD OF HEALTH MEETING MINUTES**  
**Tuesday, December 14, 2021**

**BOARD MEMBERS:**

Georgia Hanigan, Commissioner, Payette County – present via Zoom  
Lyndon Haines, Commissioner, Washington County – present via Zoom  
Keri Smith, Commissioner, Canyon County – present  
Kelly Aberasturi, Commissioner, Owyhee County – present  
Viki Purdy, Commissioner, Adams County – not present  
Sam Summers, MD, Physician Representative – present  
Bryan Elliott, Commissioner, Gem County – not present

**STAFF MEMBERS:**

In person: Nikki Zogg, Katrina Williams

Via Zoom: Troy Cunningham, Ashley Anderson, Doug Doney, Jaime Aanensen, Chuck Washington

**GUESTS:** Jennifer Burlage, Southwest Hub Program Manager for the Division of Behavioral Health at Idaho Department of Health and Welfare and members of the public attended the meeting.

**CALL THE MEETING TO ORDER**

Vice-Chairman Kelly Aberasturi called the meeting to order at 10:03 a.m.

**PLEDGE OF ALLEGIANCE**

Meeting attendees participated in the pledge of allegiance.

**ROLL CALL**

Commissioner Aberasturi – present; Dr. Summers – present; Chairman Elliott – not present; Commissioner Hanigan – present via Zoom; Commissioner Purdy – not present; Commissioner Haines – present via Zoom; Commissioner Smith – present.

**REQUEST FOR ADDITIONAL AGENDA ITEMS; APPROVAL OF AGENDA**

**MOTION:** Dr. Summers made a motion to accept the agenda as presented. Commissioner Smith seconded the motion. All in favor; motion carries.

**APPROVAL OF MINUTES – NOVEMBER 16, 2021**

**MOTION:** Dr. Summers made a motion to approve the November 16, 2021 Board of Health meeting minutes as presented. Commissioner Smith seconded the motion. All in favor; motion passes.

**IN-PERSON PUBLIC COMMENT**

Members of the public attended the meeting and provided in-person public comment. The topic of concern centered around SWDH mobile vaccination clinics administering COVID-19 vaccinations to children at school locations without their parents present as well as the safety of the vaccines.

### **OPEN DISCUSSION**

Board members reiterated their support of SWDH's current approach to not hold COVID-19 vaccination clinics at schools when student parents or guardians are not present.

### **INTRODUCTION OF NEW EMPLOYEES**

Division administrators introduced new staff and Nikki announced that Jaime Aanensen, Environmental and Community Health Services Division Administrator, has submitted her resignation and will be taking a position at the neighboring health district.

### **NOVEMBER 2021 EXPENDITURE AND REVENUE REPORT**

Troy Cunningham, SWDH Financial Manager, presented the November 2021 Expenditure and Revenue Report.

### **QUARTERLY CONTRACT UPDATE**

Troy Cunningham presented an updated contract listing to Board members.

### **SIGNAGE WORKGROUP UPDATE**

Doug Doney, General Support Services Division Administrator, presented a signage workgroup update to board members. The workgroup was tasked with implementing new exterior and interior signage intended to better direct staff, clients, and visitors. Nikki added that this effort began when the building was re-sided and the signage was removed.

### **PARTNERSHIPS FOR SUCCESS UPDATE**

Tara Woodward, Health Education Specialist, Sr., shared an update on the Partnerships for Success program. The program's goal is to prevent underage drinking, marijuana use, and methamphetamine use in communities using evidence-based prevention programs and practices while also working to increase capacity for prevention efforts. Tara is available to assist with identifying funding to help the six-county region SWDH serves with training and resources.

### **REVIEW AND APPROVAL OF EMPLOYEE HANDBOOK**

Nikki Zogg presented the SWDH Employee Handbook for review and approval. The handbook will be replacing the Division of Human Resources statutes and rules pertaining to the classified personnel system. The handbook will take effect on March 1, 2022, and has been reviewed and approved by SWDH's legal counsel.

**MOTION:** Dr. Summers made a motion to accept the Employee Handbook as presented. Commissioner Haines seconded the motion. All in favor; motion passes.

### **BEHAVIORAL HEALTH BOARD UPDATE**

Jennifer Burlage, Southwest Hub Program Manager for the Division of Behavioral Health, joined Nikki Zogg for the Region 3 Behavioral Health Board (BHB) discussion. Southwest District Health has initiated the process with legal counsel to determine how best to terminate the contract with the Division of Behavioral Health (DBH) for services to support the BHB. Jennifer Burlage is new to this role with Region 3 but has discussed this situation with DBH and is available to clarify next steps. Jennifer requested time to see if she can effect some changes with the BHB and to ensure that all BHB members are aware of the consequences and challenges that may result from. Jennifer explained she has reviewed the bylaws which establish that the next step for the BHB would be for the Executive Committee to recommend

that the conversation be held in front of the entire BHB at the next meeting without the presence of the members who are under consideration for being asked to step down.

Commissioner Haines attended the last meeting and understood that the change in leadership would be a topic of the special meeting held recently; however, that topic was not added to the November meeting agenda. Commissioner Haines is doubtful the entire board understands the consequences of contract termination. He is not opposed to Jennifer's request for additional time but also does not want this issue to continue to drag on. The next BHB meeting is late January which would push this BoH decision to February.

**MOTION:** Commissioner Haines made a motion to proceed with termination of the contract between SWDH and DBH. Commissioner Hanigan seconded the motion. All in favor; motion passes.

#### **MONOCLONAL ANTIBODY THERAPY (mAb) UPDATE**

Chuck Washington, SWDH Medical Director, provided an update on monoclonal antibody therapy (mAb) and other COVID-19 therapeutics currently available for use, under development, or being tested in clinical trials. He provided some background with the current state of knowledge. Monoclonal antibody therapy for prevention and treatment of COVID-19 is available under emergency use authorization.

#### **LIVE STREAMING OF BoH MEETINGS**

Nikki Zogg presented information on technological capabilities required to hold successful virtual meetings and the features that the Teams program within Microsoft Office 365 and Zoom have. The Zoom license function is duplicative of some of the Teams functions available. However, Teams does not currently offer a live stream feature. Board members agree there is value to continuing to live stream the meetings and support continuing the use of Zoom to allow this functionality until Teams has live stream ability.

#### **RISK MANAGEMENT**

Nikki explained that a recent Attorney General's legal opinion indicates that based on the statutory changes within House Bill 316, SWDH will no longer be able to use the State of Idaho Risk Management program and will need to find a new option for risk management. SWDH legal counsel has reached out to see if Idaho Counties Risk Management Program is an option and will work to identify other risk management options.

#### **GROUNDWATER UPDATE**

Stephen Fitzner, SWDH Land Development Senior, reported on groundwater monitoring efforts. Stephen explained the impact of groundwater contamination and that septic system installations are dictated by IDAPA Code. Initial site evaluations involve an excavator digging a test hole around 8-10 feet. Staff determine soil permeability and look for any limiting layers such as hard pan, clay, and evidence of groundwater. Staff also look for other indicators including modeling or other wet or damp soil and work to ensure what they see is coming from the bottom up.

Groundwater monitoring is required when groundwater will impact the design of a septic system. This process involves a perforated pipe being placed about 10 feet deep, covered in geotextile fabric and monitored by the homeowner and/or landowner once a week for the required duration. Seasonal runoff and spring rain groundwater concerns require monitoring from February 15 through June 30 and

irrigation concerns require monitoring from April 15 through October 31. Incomplete data or atypical data may require groundwater monitoring to continue through the next season as well.

#### **DIRECTOR'S REPORT**

##### **Public Health Symposium Feedback**

Nikki Zogg asked for feedback from board members who attended the Public Health Symposium held Tuesday, December 7, 2021 at SWDH. Commissioner Smith shared that the SWDH team did an excellent job of involving the symposium attendees and appreciated the plan to incorporate feedback in future meetings held as well as the plan to update meeting attendees on any progress made.

There being no further business the meeting adjourned at 1:21 p.m.

Respectfully submitted:

Approved as written:

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Nikole Zogg  
Secretary to the Board

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Bryan Elliott  
Chairman

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Date: January 25, 2022



# SOUTHWEST DISTRICT HEALTH

## BUDGET REPORT FOR FY2022

Cash Basis

Dec-21

Target **50.0%**

Fund Balances			
	FY Beginning	Month Ending	Change
General Operating Fund	\$ 65,977	\$ 243,050	\$ 177,074
Millennium Fund	\$ -	\$ 84,893	\$ 84,893
LGIP Operating	\$ 3,187,262	\$ 4,120,441	\$ 933,179
LGIP Vehicle Replacement	\$ 99,692	\$ 99,756	\$ 63
LGIP Capital	\$ 1,299,174	\$ 1,299,174	\$ -
<b>Total</b>	<b>\$ 4,652,106</b>	<b>\$ 5,847,315</b>	<b>\$ 1,195,209</b>

MF, CFAC, State GF, Committed

Income Statement Information			
	YTD	This month	
(Less CFAC Funds) <b>Net Revenue:</b>	<b>\$ 5,026,533</b>	<b>\$ 885,689</b>	
<b>Expenditures:</b>	<b>\$ (5,059,008)</b>	<b>\$ (806,314)</b>	
<b>Net Income:</b>	<b>\$ (32,475)</b>	<b>\$ 79,375</b>	

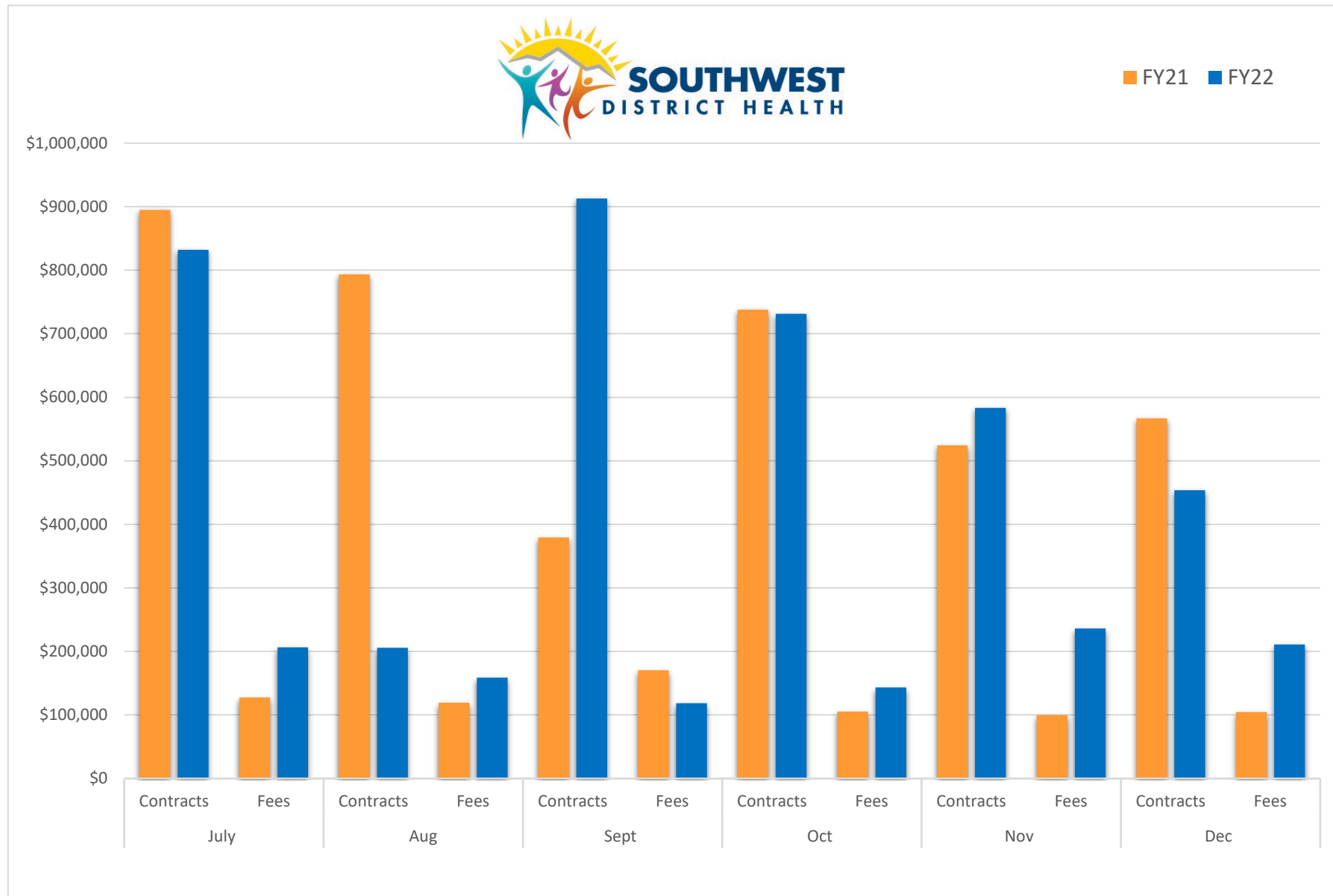
Revenue											
	Board of Health	Admin	Clinic Services	Env & Community Health	General Support	Buildings	Crisis Center	Total	YTD	Total Budget	Percent Budget to Actual
County Contributions	\$ -	\$ 206,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,209	\$ 700,948	\$ 1,873,492	37%
Fees	\$ -	\$ -	\$ 26,109	\$ 184,444	\$ -	\$ 350	\$ -	\$ 210,903	\$ 1,074,592	\$ 1,874,852	57%
Contracts	\$ -	\$ -	\$ 145,069	\$ 232,273	\$ -	\$ -	\$ 76,442	\$ 453,784	\$ 3,719,404	\$ 6,407,764	58%
Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	0%
Interest	\$ -	\$ 501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 501	\$ 3,242	\$ 50,000	6%
Other	\$ -	\$ -	\$ 7,794	\$ -	\$ 6,498	\$ -	\$ -	\$ 14,292	\$ 16,662	\$ 283,000	6%
Monthly Revenue	\$ -	\$ 206,710	\$ 178,971	\$ 416,717	\$ 6,498	\$ 350	\$ 76,442	<b>\$ 885,689</b>	<b>\$ 5,514,847</b>	<b>\$ 11,514,408</b>	47.9%
Year-to-Date Revenue	\$ -	\$ 1,192,504	\$ 1,291,054	\$ 2,624,375	\$ 7,706	\$ 1,919	\$ 397,290	\$ 5,514,847	DIRECT BUDGET		
Budget	\$ -	\$ 379,246	\$ 4,071,532	\$ 4,222,436	\$ 1,295,764	\$ 462,141	\$ 1,083,289	<b>\$ 11,514,408</b>	DIRECT BUDGET		
			<b>31.7%</b>	<b>62.2%</b>	<b>0.6%</b>	<b>0.4%</b>	<b>36.7%</b>	<b>47.9%</b>			

Expenditures											
	Board of Health	Admin	Clinic Services	Env & Community Health	General Support	Buildings	Crisis Center	Total	YTD	Total Budget	Percent Budget to Actual
Personnel	\$ 629	\$ 19,179	\$ 199,469	\$ 292,558	\$ 81,728	\$ 12,185	\$ 5,267	\$ 611,015	\$ 3,831,295	\$ 8,365,691	46%
Operating	\$ 17	\$ 10,539	\$ 36,446	\$ 16,645	\$ 24,845	\$ 25,181	\$ 80,480	\$ 194,153	\$ 1,211,996	\$ 2,826,817	43%
Capital Outlay	\$ -	\$ -	\$ -	\$ 1,147	\$ -	\$ -	\$ -	\$ 1,147	\$ 14,570	\$ 197,400	7%
Trustee & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,500	0%
Monthly Expenditures	\$ 646	\$ 29,719	\$ 235,916	\$ 310,349	\$ 106,573	\$ 37,366	\$ 85,747	<b>\$ 806,314</b>	<b>\$ 5,057,862</b>	<b>\$ 11,514,408</b>	43.9%
Year-to-Date Expenditures	\$ 6,038	\$ 147,624	\$ 1,638,502	\$ 2,055,584	\$ 603,280	\$ 209,150	\$ 398,831	\$ 5,059,008	DIRECT BUDGET		
Budget	\$ 19,739	\$ 359,507	\$ 4,071,532	\$ 4,237,848	\$ 1,295,764	\$ 462,141	\$ 1,067,877	<b>\$ 11,514,408</b>	DIRECT BUDGET		
	<b>30.6%</b>	<b>41.1%</b>	<b>40.2%</b>	<b>48.5%</b>	<b>46.6%</b>	<b>45.3%</b>	<b>37.3%</b>	<b>43.9%</b>			



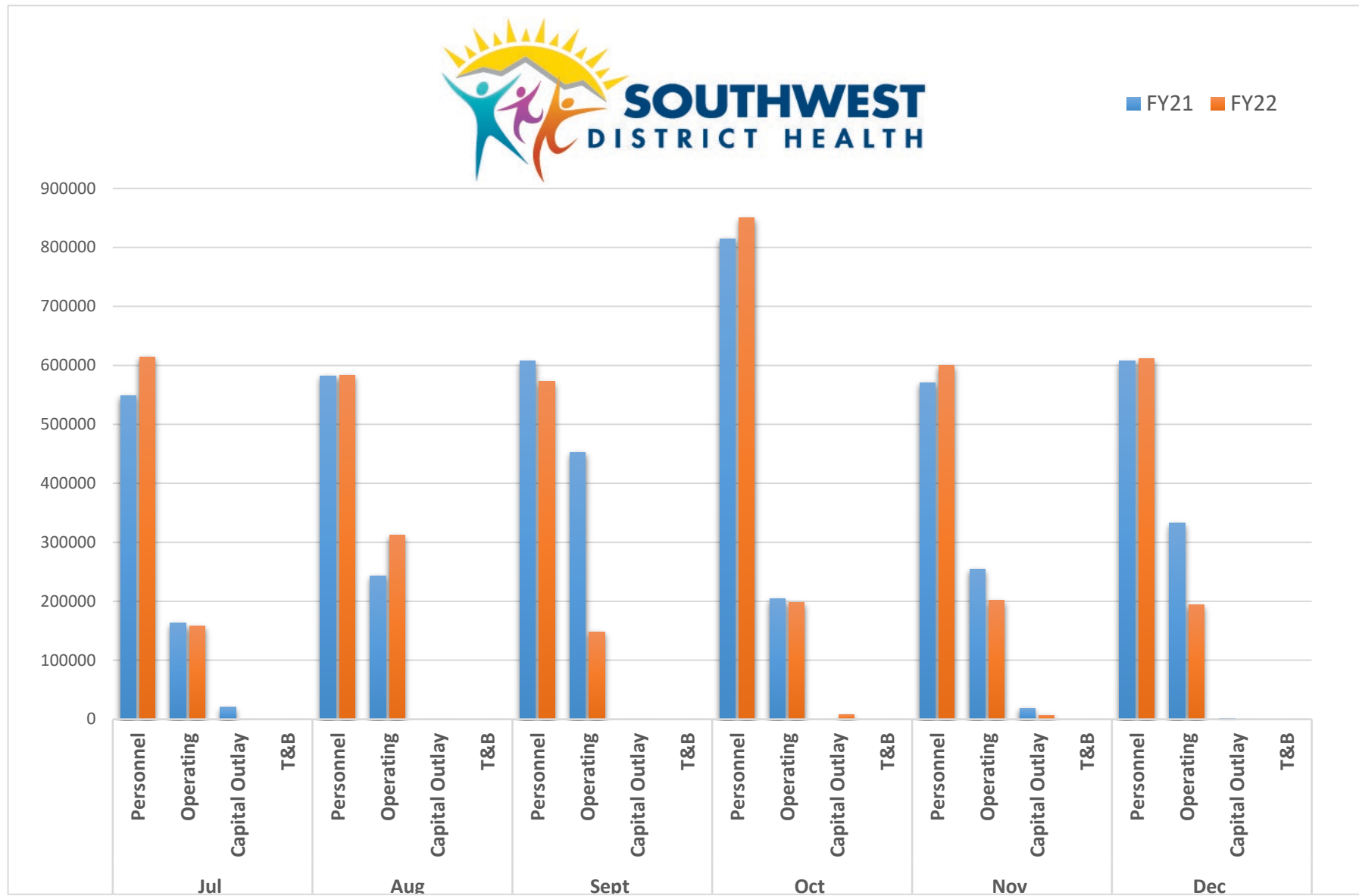
# YTD REVENUES with Prior Year Comparison

Dec-21



# YTD EXPENDITURES with Prior Year Comparison

Dec-21



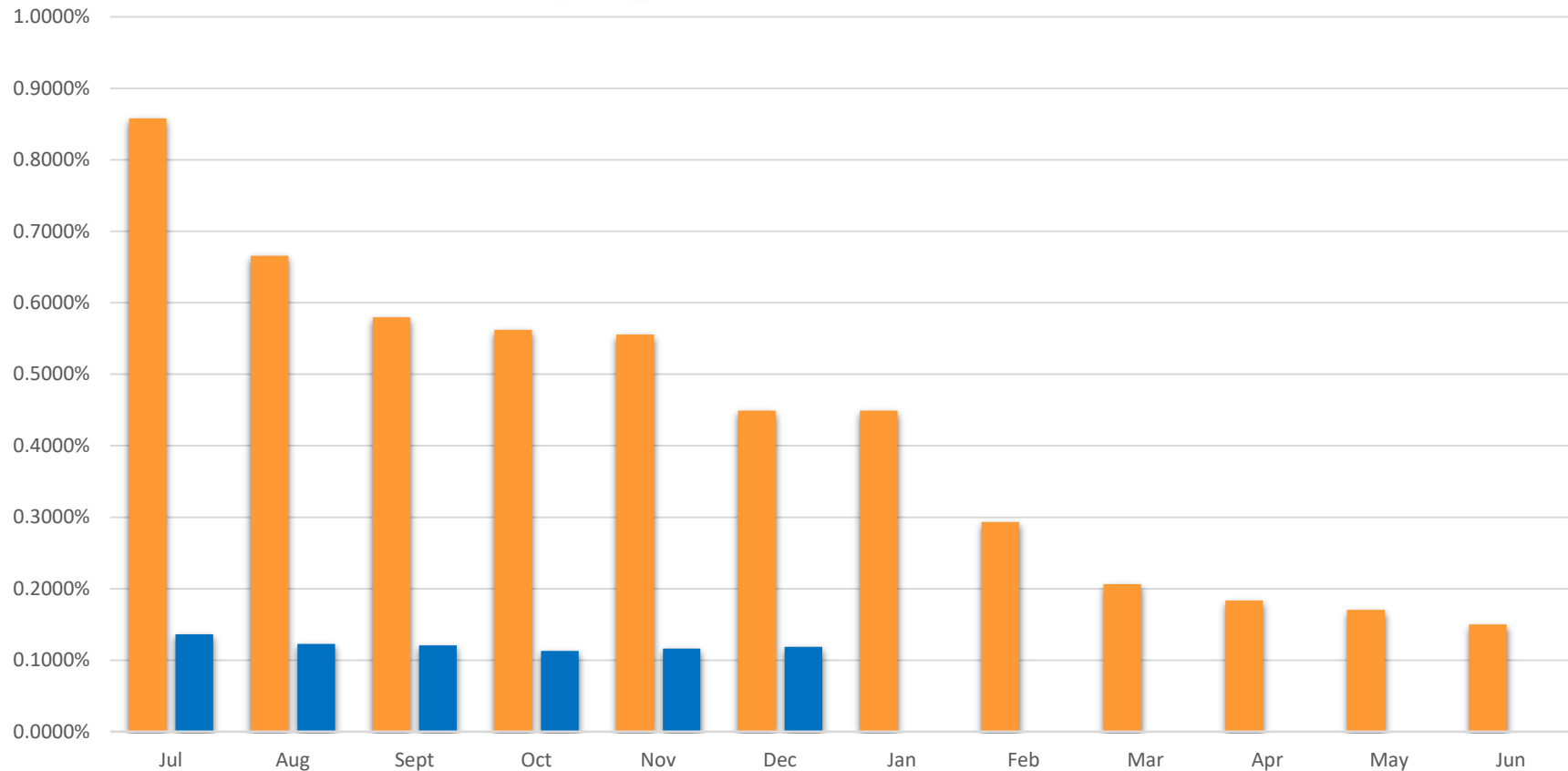


# YTD Investment Yield with Prior Year Comparison

Dec-21



FY21 FY22





**Southwest District Health**  
**Summary of Restricted and Committed Funds - FY 2022**

Restricted Funds - Third party restricted by contract, grant, or donation terms

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

Fund Balances as of last prior month reported

	<b>Restricted Funds</b>	<b>Committed Funds</b>
Behavioral Health Board	\$4,601	
Parents as Teachers	\$146,623	
Citizen's Review Panel	\$26,560	
Kresge Grant (PH1)	\$18,607	
COVID Incentive grant*	\$59,748	
Crisis Center (CFAC)	\$28,571	
Personnel Updates		\$0
Weiser Project		\$1,000
Clinic Medical Supplies/Equipment		\$905
27th Pay Period		\$51,500
EH Employee Training		\$5,000
EH A/V Equipment		\$2,380
EH Vehicle		\$33,790
EH Security		\$7,500
	<b>\$284,709</b>	<b>\$102,075</b>

*\*Not program funds and must be spent by Mar 1, 2022*



# Southwest District Health FY2022 Budget Revision Request

July 1, 2021 through June 30, 2022

District Summary	FY2021 Budget	FY2022 Budget	FY2022 Revision	FY2022 Change
<b>REVENUE</b>				
Fees	\$1,715,979	\$1,874,852	\$1,789,138	-\$85,714
Contracts	\$4,152,338	\$5,194,475	\$5,637,794 *	\$443,319
County Funds	\$1,401,892	\$1,401,892	\$1,401,892	\$0
County Funds HB316 Mar - June **	\$0	\$491,100	\$491,100	\$0
State Appropriation	\$1,442,900	\$985,800	\$985,800	\$0
Millennium Fund Appropriation	\$129,500	\$130,000	\$124,500	-\$5,500
Interest	\$80,000	\$50,000	\$6,780	-\$43,220
Sale of Land, Buildings & Equip	\$20,000	\$20,000	\$20,000	\$0
Other	\$14,986	\$24,000	\$135,485	\$111,485
Carry-Over Funds	\$70,027	\$169,000	\$158,459	-\$10,541
Board Committed Reserve	\$12,900	\$90,000	\$43,889	-\$46,111
<b>Total Revenue</b>	<b>\$9,040,522</b>	<b>\$10,431,119</b>	<b>\$10,794,837</b>	<b>\$363,718</b>
<b>EXPENDITURES</b>				
Salary & Wage	\$4,657,914	\$5,733,833	\$5,474,514	-\$259,319
Employee Benefits	\$2,117,263	\$2,631,858	\$2,402,865	-\$228,993
Operating Expenses	\$2,080,545	\$1,743,528	\$1,883,504	\$139,976
Capital Outlay	\$184,800	\$197,400	\$359,209	\$161,809
Trustee Benefits <i>(Pass-thru funds)</i>	\$0	\$124,500	\$62,500	-\$62,000
<b>Total Expenditures</b>	<b>\$9,040,522</b>	<b>\$10,431,119</b>	<b>\$10,182,592</b>	<b>-\$248,527</b>
<b>CRISIS CENTER</b>				
Contract Revenue	\$1,520,000	\$1,083,289	\$915,848	-\$167,441
Expenditures	\$1,520,000	\$1,083,289	\$851,891	-\$231,398
<b>GRAND TOTALS</b>				
<b>Revenues</b>	<b>\$10,560,522</b>	<b>\$11,514,408</b>	<b>\$11,710,685</b>	<b>\$196,277</b>
<b>Expenditures</b>	<b>\$10,560,522</b>	<b>\$11,514,408</b>	<b>\$11,034,483</b>	<b>-\$479,925</b>
		<b>Difference</b>	<b>\$676,202</b>	
		<b>Less CFAC Commitment</b>	<b>-\$488,314</b>	
		<b>Less Anticipated Crisis Carryover</b>	<b>-\$63,957</b>	
		<b>Potential Carryover FY23</b>	<b>\$123,931</b>	

**OVERALL BUDGET CHANGE**

**-\$283,648**

\* = includes CFAC reimbursements

	FY21 Budget	FY22 Budget	FY22 Revision
FTEs	97.1	116.7	116.7
	COVID	12.0	15.0
	BASE	104.7	101.7



FISCAL YEAR 2022

REQUESTED COMMITMENTS for CFAC FUNDS Received: **\$488,314**

\*District Funds Expended on COVID response and reimbursed from CFAC.

Facility Improvements ( <b>Request LGIP setup</b> )	\$138,000
27th PPD ( <b>Request LGIP setup</b> )	\$129,314
County Collaboration Projects	\$70,000
Mobile Clinic/Events Unit	\$130,000
Employee Development & Engagement	\$20,000
EKG Machine	\$1,000

Balance **\$0**

# SOUTHWEST DISTRICT HEALTH EMPLOYEE COMPENSATION FY22

## TREND ALERT

Employee Turnover Rate



Southwest District Health  
Turnover Rate  
July 2020-July 2021

Southwest District Health  
Turnover Rate  
August 2021 - December 2021

## RECRUITING MARKET

Statistics from August 2021 to December 2021



21 Vacancies  
Filled



12 Separations  
Processed



## FY22 MERIT INCREASES

**2%**

July 2021

**5%**

October 2021

## ANNUAL INFLATION RATE

December 2021

**7%**

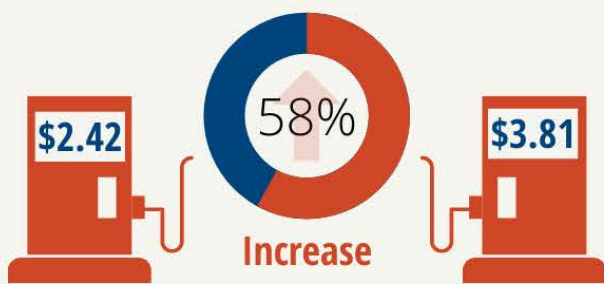
## CONSUMER PRICE INDEX CHANGE

June 2020

**5.4%**

## GAS PRICE IN TREASURE VALLEY

AAA Data Nov 2020- Nov. 2021

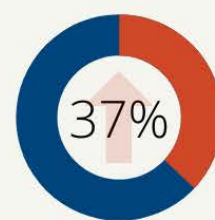


## HOME PRICE IN CANYON COUNTY

Canyon County Data 2020-2021



Oct 2020  
**\$319,900**



**Increase**



Oct. 2021  
**\$439,000**



\*The Report to the Governor Has Proposed A **5% increase** for employees for FY 23 and A **2% increase** for the pay line movement.





# Chronic Wasting Disease (CWD): What is it



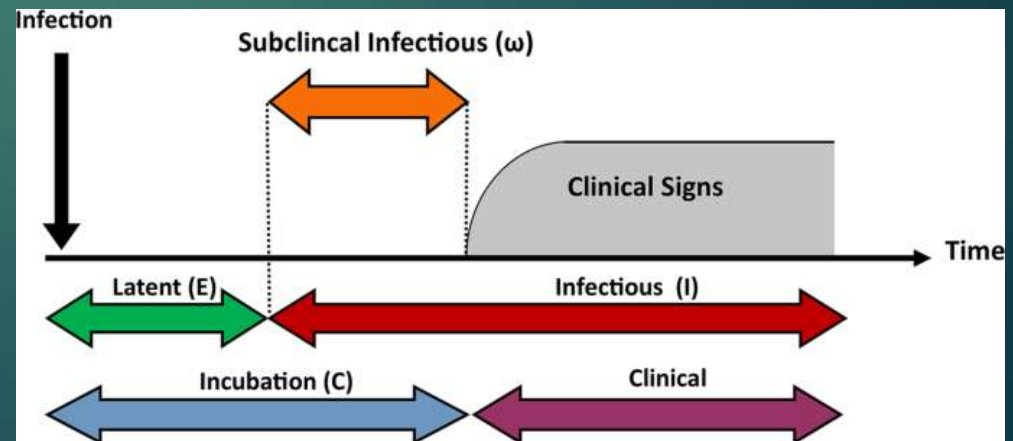


# Prion Diseases

## Transmissible spongiform encephalopathy (TSE)

Caused by a “**prion**” or protein infectionon particles containing no nucleic acid

- ▶ Accumulation of prion plaques
- ▶ Spongiform degeneration
- ▶ Long incubation period
- ▶ Extended subclinical stage
- ▶ Infectious

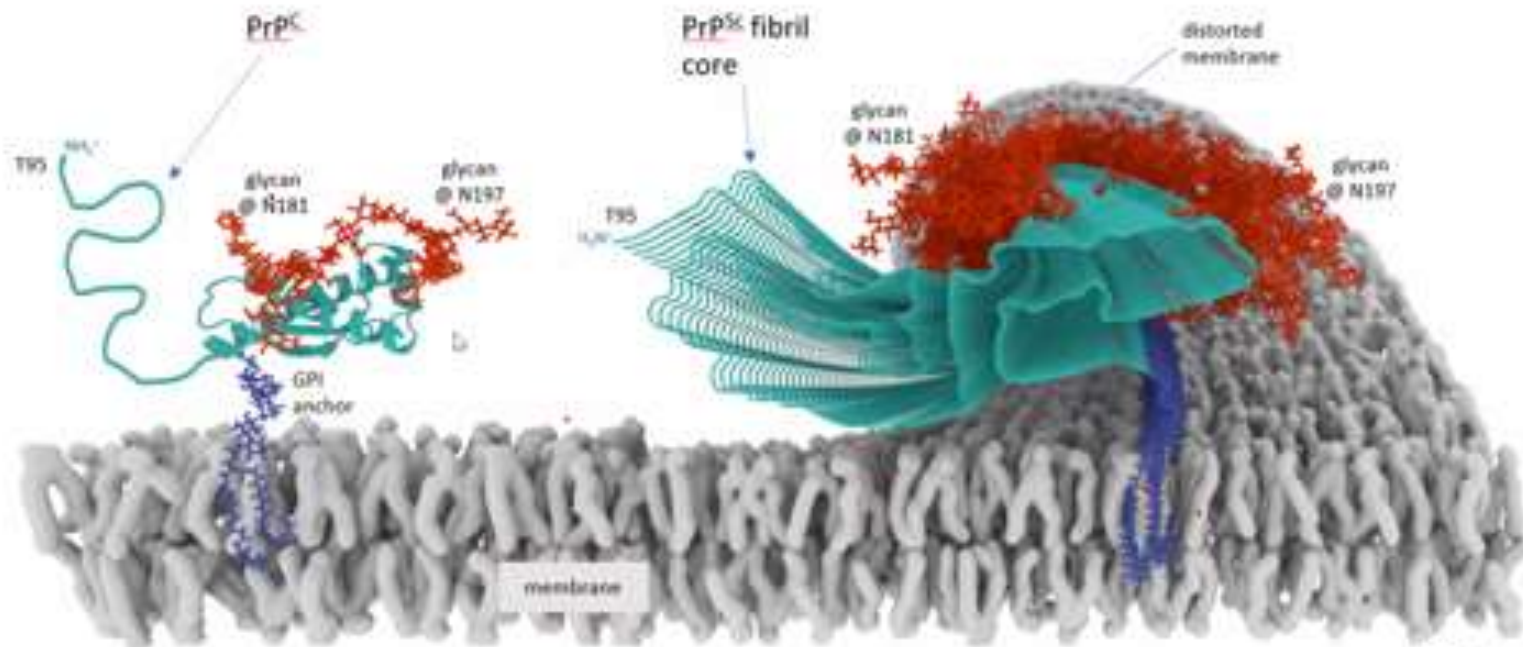


# Prion Diseases

Transmissible spongiform encephalopathy (TSE)

Normal PrP

Pathogenic, self-propagating PrP  
(aka, the "seed" or "template")



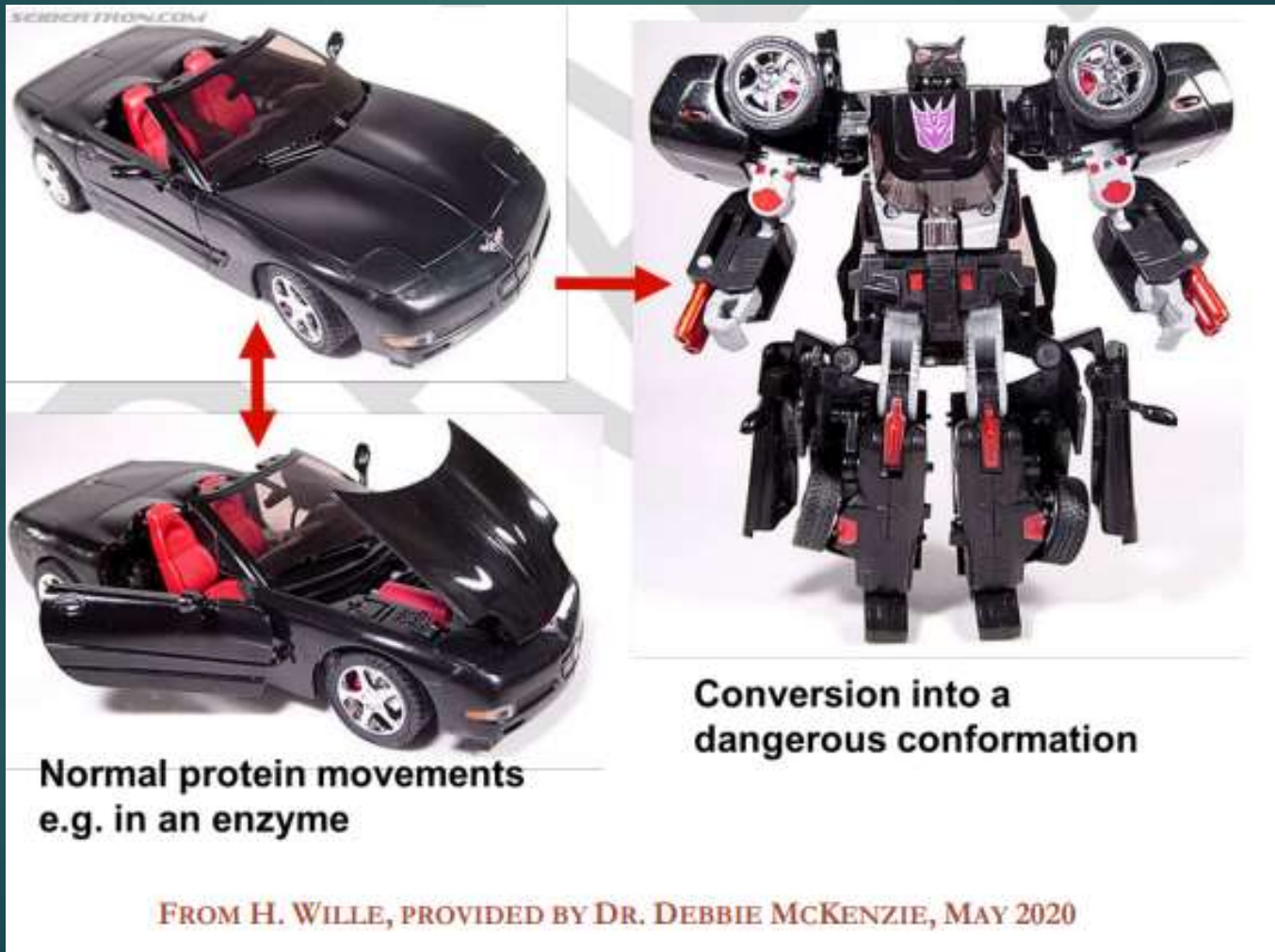
Allison Kraus, et al., bioRxiv 2021

Progressive nervous system disease



# Prion Diseases

Transmissible spongiform encephalopathy (TSE)





# Prion Diseases

## Transmissible spongiform encephalopathy (TSE)

### Human TSEs

Classic Creutzfeldt-Jakob disease (CJD)

variant Creutzfeldt-Jakob disease (vCJD)

Fatal familial insomnia

Kuru

### Animal TSEs

Bovine spongiform encephalopathy (BSE or "mad cow" disease)

### Chronic wasting disease (CWD)

Scrapie

Transmissible mink encephalopathy

Feline spongiform encephalopathy

Exotic ungulate spongiform encephalopathy



# Chronic Wasting Disease

- ▶ **Deer, elk, moose & caribou (reindeer) are affected**
  - Can be infected for several years before dying
- ▶ **Always fatal in cervids**
  - No treatment, no vaccine, no resistance
- ▶ **Highly contagious**
  - ***Horizontal transmission***
    - Direct: deer-to-deer contact
    - Indirect: shedding in bodily secretions, scavengers and environment contamination
  - ***Vertical transmission\****
    - Mother-to-fetus across placental membrane, milk and afterbirth
- ▶ **Inactivation difficult**
  - >40% dilution of sodium hypochlorite for 5 minutes on stainless steel
  - Incineration approaching 1000°C for 15 minutes on tissue



# Chronic Wasting Disease:

## *Environmental contamination*

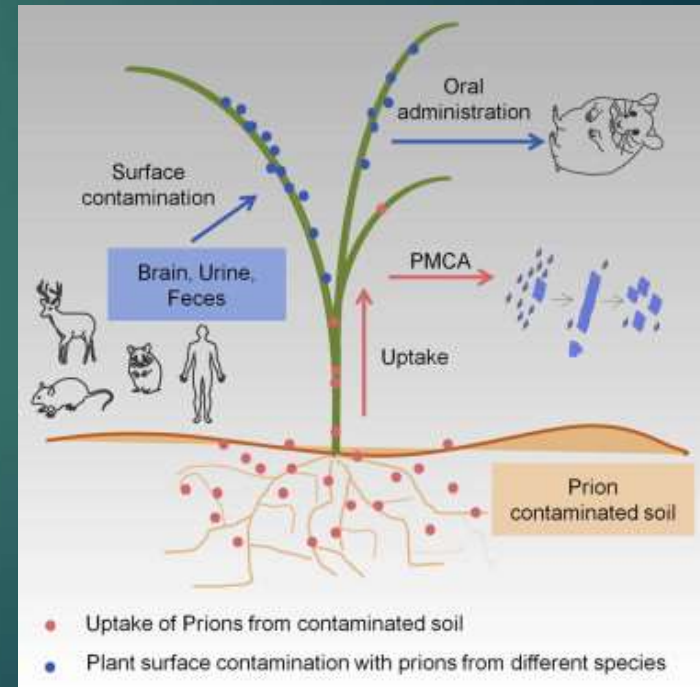
**Soil clay content and pH are the most important predictive soil characteristics of the persistent presence of CWD.**

- ▶ Exposure to prions in the environment is greater where percent clay is less than 18% and soil pH is greater than 6.6 (Dorak, S.J., Green, M.L., Wander, M.M. *et al.* Clay content and pH: soil characteristic associations with the persistent presence of chronic wasting disease in northern Illinois. *Sci Rep* **7**, 18062 (2017).
- ▶ Conversely, clay soils can bind prions when buried. Non-porous, clay landfills are an excellent option for binding prions and making them non-viable

# Chronic Wasting Disease: *Environmental contamination*

## Plants can efficiently bind infectious prions and act as carriers of infectivity

- ▶ Prions can bind and be retained in plants
  - Plants can uptake prions from contaminated soil
  - Excretory materials (urine and feces) can bind to grass roots and leaves
  - Prion contaminated surface of plants retain prions for several weeks within the living plant







# *Chronic Wasting Disease*

## **INITIAL -**

Healthy animals of all age classes and sexes

Males are more likely to be infected



## **LATER -**

Emaciation, excessive salivation, lack of muscle coordination, difficulty swallowing, excessive thirst, excessive urination

Exaggerated wide posture, staggering, lowered carrying of the head and ears



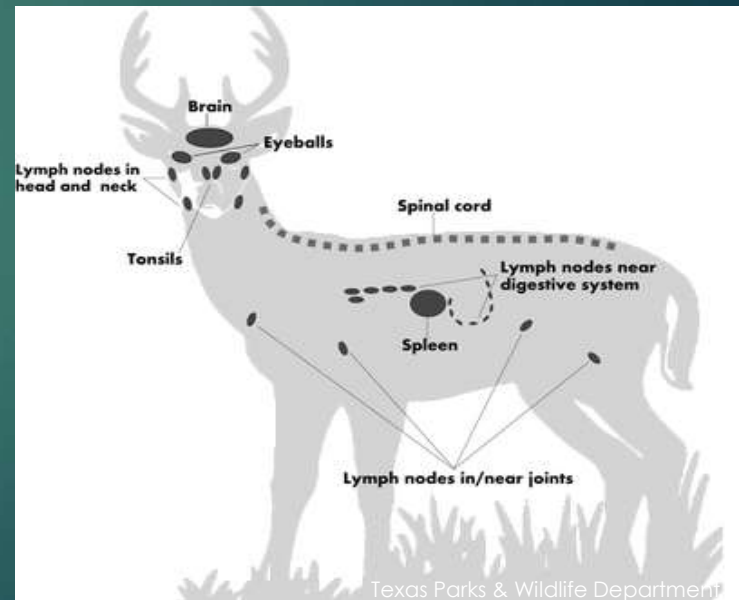
# Chronic Wasting Disease

Concentrated in the lymphatic and nervous system tissue

Peripheral tissue: reproductive, secretory, excretory and adipose tissues

Differences in prion confirmation alters the initial detectable pathological progression

- ▶ Deer
  - Retropharyngeal lymph nodes
- ▶ Elk
  - Retropharyngeal lymph nodes
  - Obex (brainstem)
- ▶ Moose
  - Unknown: Obex, RPLN, Tonsil, Spleen









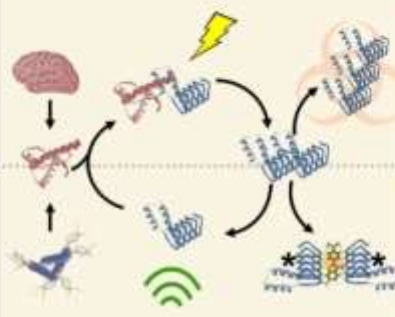


# Chronic Wasting Disease

## Postmortem

- ▶ Immunohistochemistry (IHC)
- ▶ Western blotting (WB)
- ▶ Enzyme-linked immunosorbent assay (ELISA)
- ▶ \*Prion misfolding cyclic amplification (PMCA), and
- ▶ \*Real-time quaking induced conversion (RT-QuIC)

## Antemortem \*\*

- ▶ Tonsil and recto-anal lymphoid tissue (RAMALT)
- ▶ Nasal brush

	Assay-specific conditions	Mechanism of detection	Diagnostic Visualization
Antibody-antigen interactions	IHC Acid pretreatment, enzymatic digestion, antigen exposure using fixed, prepared tissues		
	WB Enzymatic digestion of fresh or fixed tissue homogenates; gel separated and adhered to a membrane		
	EIA Enzymatic digestion or proprietary binding components using fresh tissue homogenates		
Seeded amplification	PMCA Sonication, whole brain homogenate, western blot readout		
	RT-QuIC Shaking, recombinant protein, real time fluorescent readout		

\* *Not certified or approved by NVSL*

\*\* *No Live or Antemortem tested has been approved*





# Chronic Wasting Disease:

## Human Exposure Risk

- ▶ No known cases of CWD in humans
  - Studies suggest CWD poses a risk to certain types of non-human primates
  - “Species barrier” maintained by reducing exposure
- ▶ CDC recommends no consumption of CWD positive venison
- ▶ WHO recommends keeping agents of all known prion diseases from entering the human food chain
- ▶ Keeping cervids out of grazing or growing fields should be considered as a way to manage the risk of prions entering the human food chain



# **Chronic Wasting Disease:**

## **Human Exposure Risk**

Centers for Disease Control and Prevention  
Recommends

- Wear rubber gloves and eye protection
- Minimize handling brain and spinal tissues
- Wash hands and instruments thoroughly
- Avoid consuming brain, spinal cord, eyes, spleen, tonsils and lymph nodes of harvested animals



# Chronic Wasting Disease:

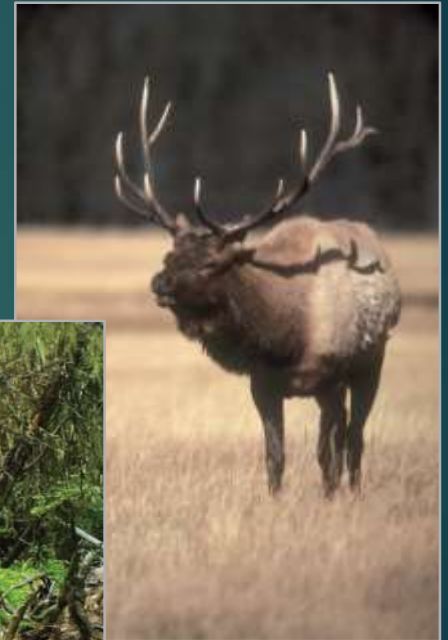
## *Natural Resource Management Considerations*

Independently, CWD slowly moves across the landscape

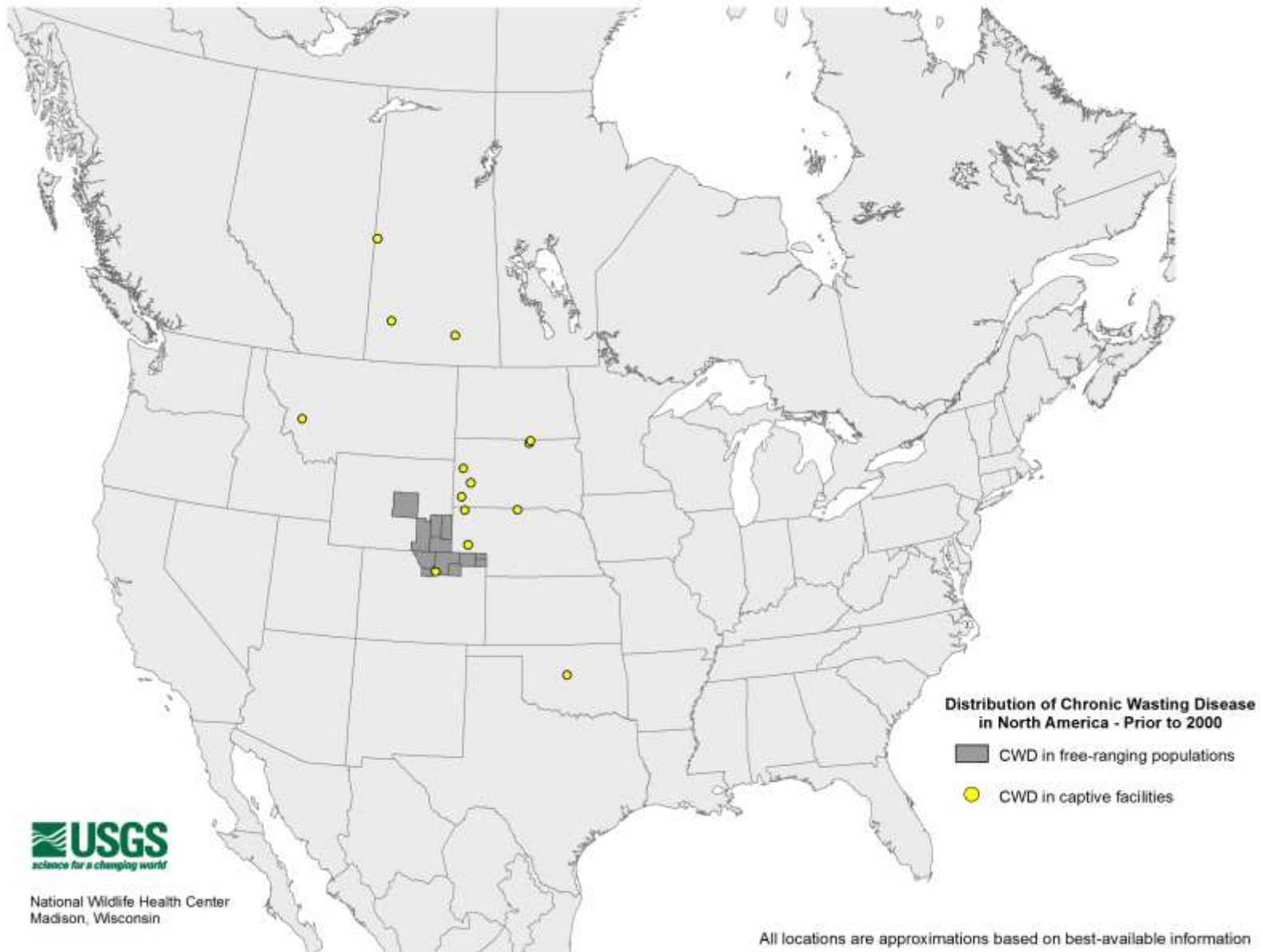
- ▶ Infected animals shed prions in saliva, feces, urine, etc
  - Prions bind to the soil/plants and environment remain infectious for years
  - Scavengers can spread prions
- ▶ Infected animals do not survive as long as uninfected
  - More likely to be killed by a predator, road collision or hunters
  - Males are more likely to be infected than females
- ▶ CWD can causes population-level declines



# Chronic Wasting Disease (CWD): Why should we care?

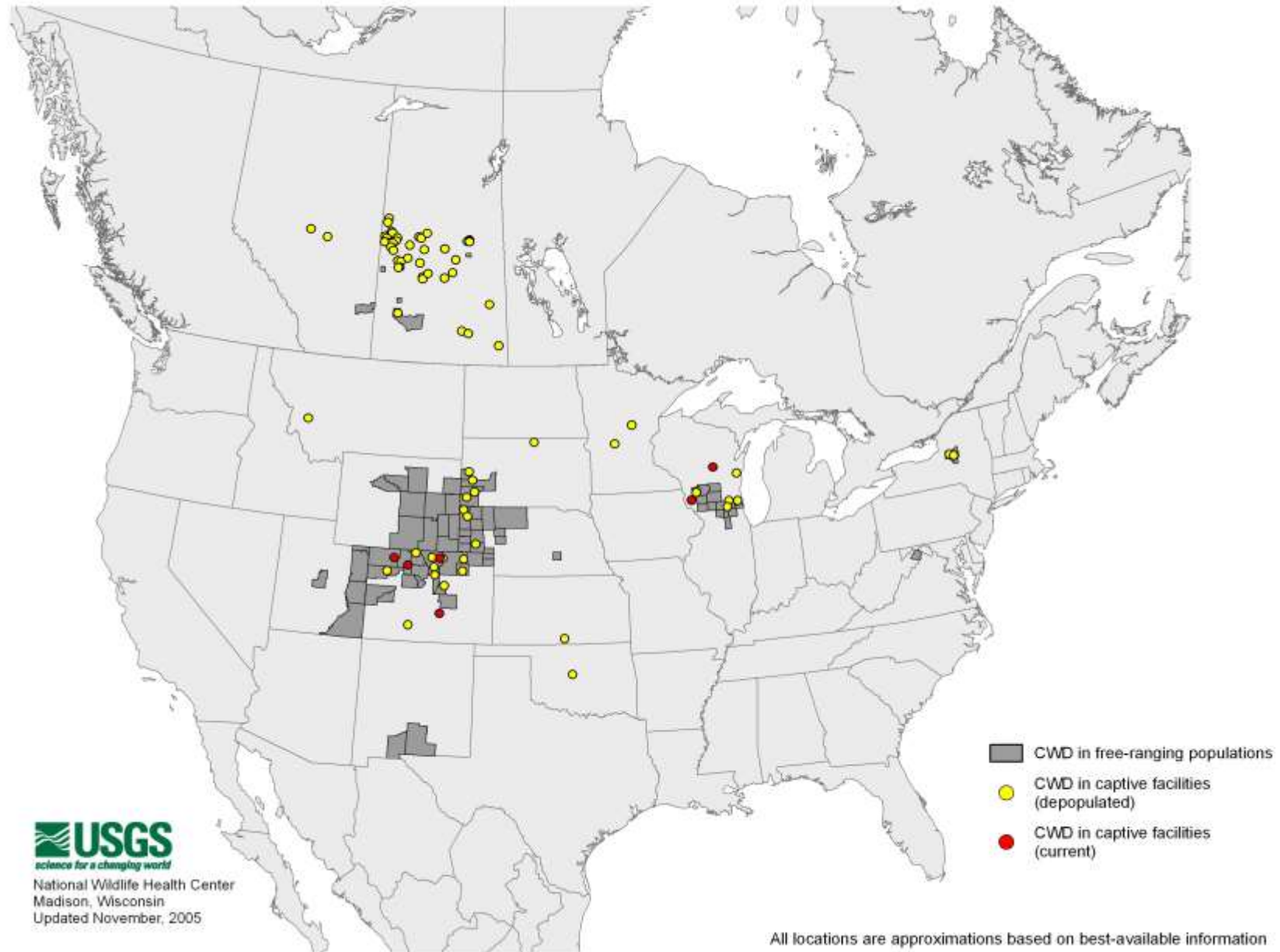


# PRIOR to 2000





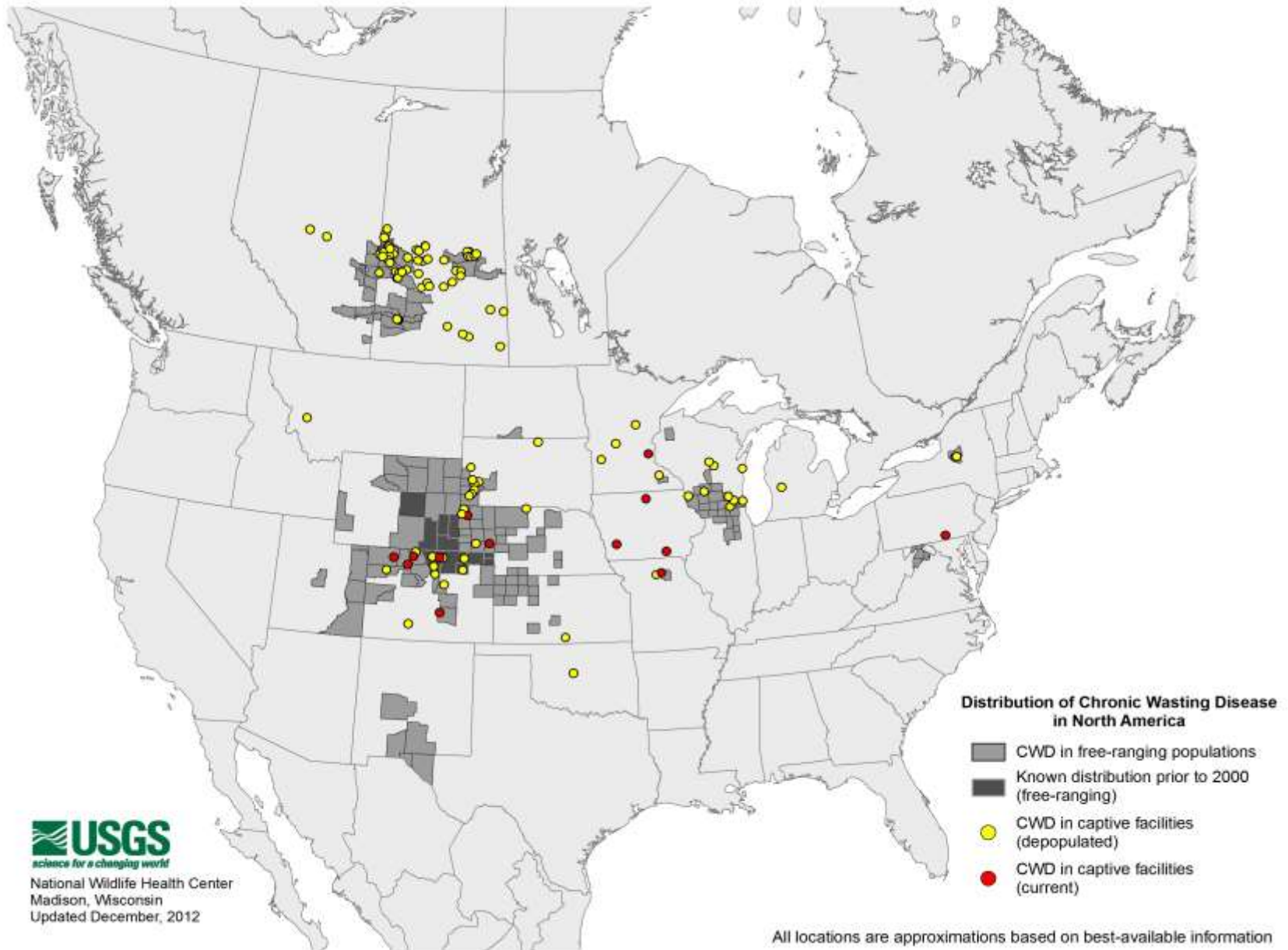
# 2005



National Wildlife Health Center  
Madison, Wisconsin  
Updated November, 2005

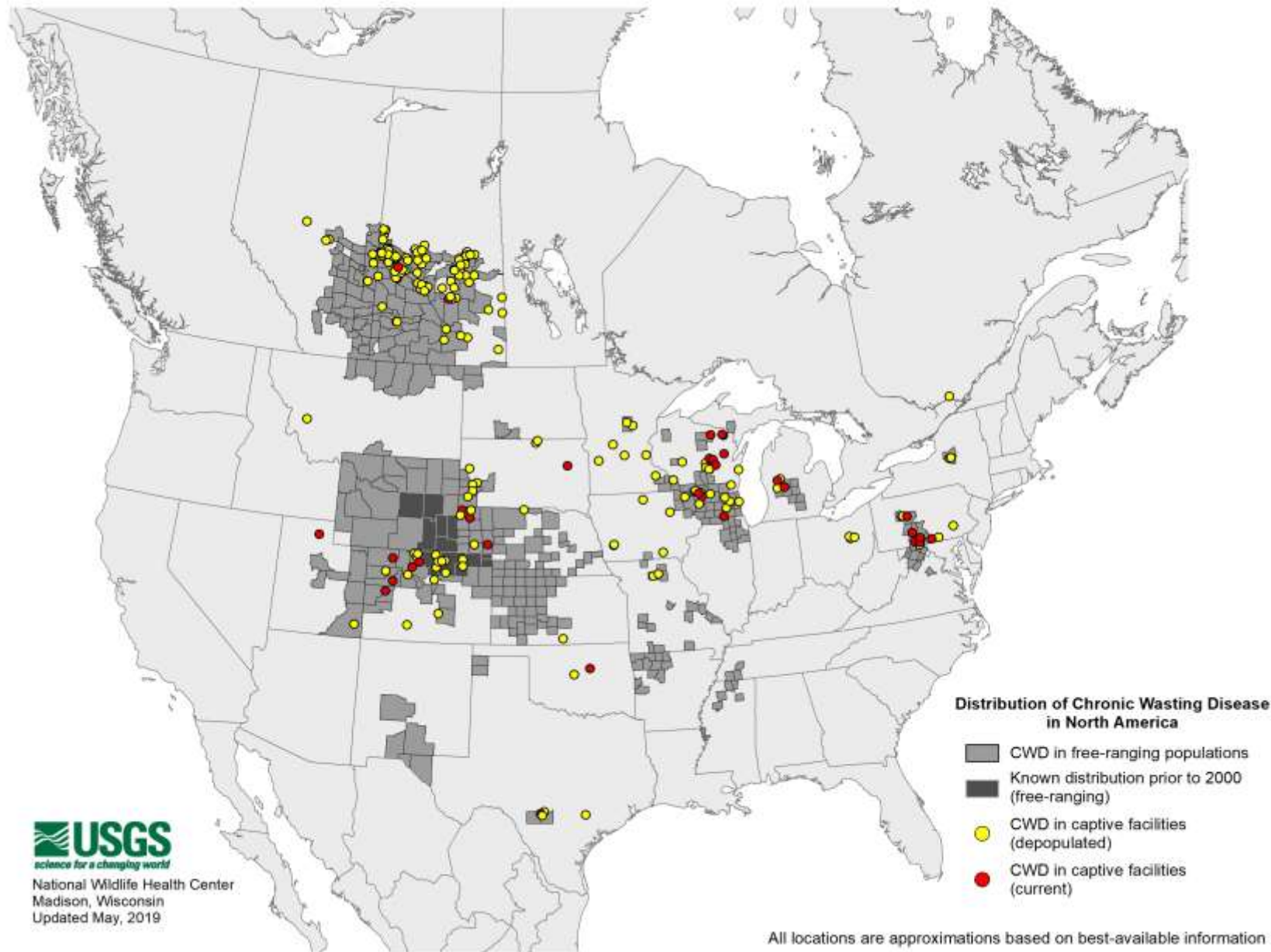
All locations are approximations based on best-available information

# 2012



National Wildlife Health Center  
Madison, Wisconsin  
Updated December, 2012

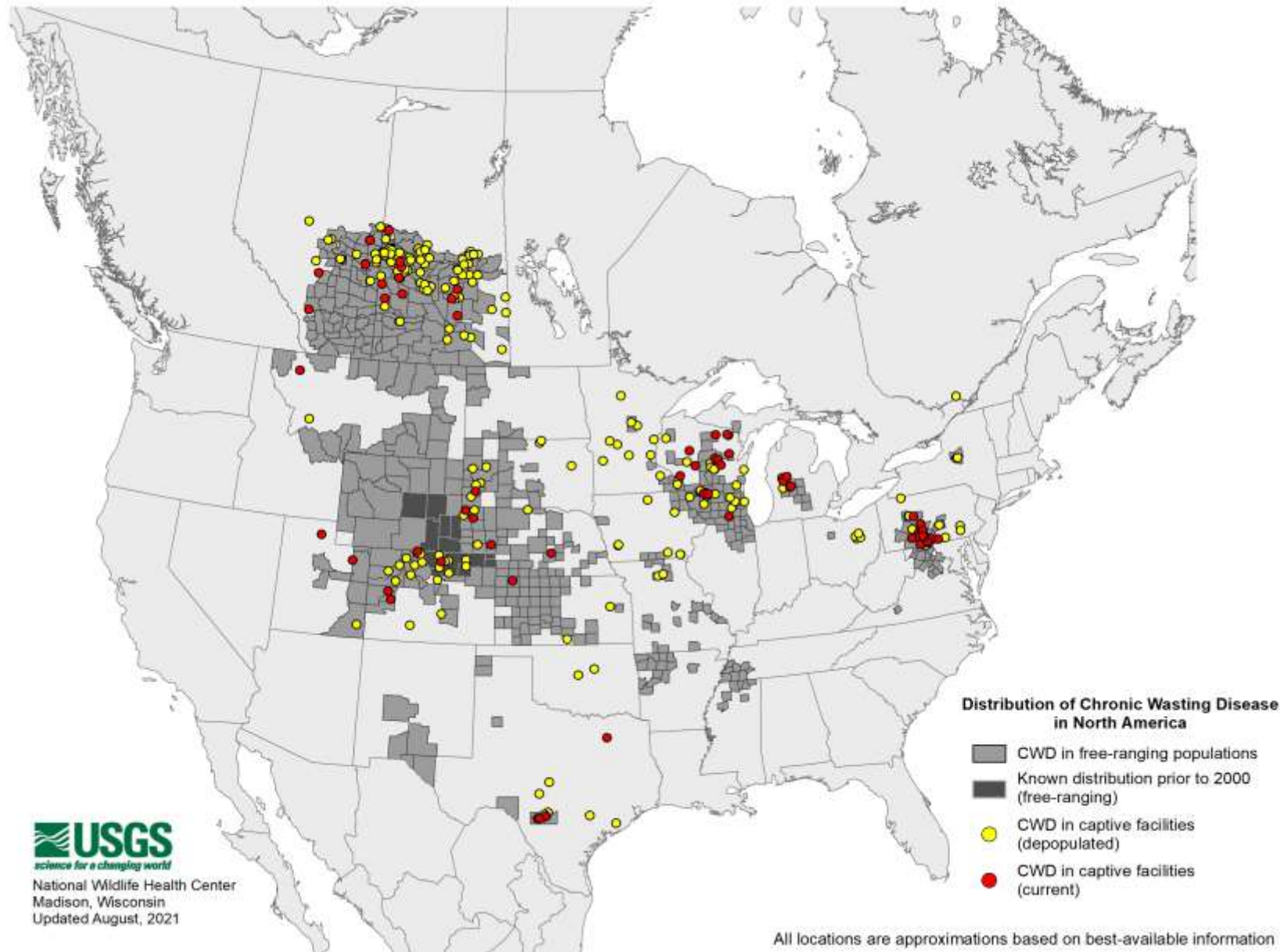
# 2019



National Wildlife Health Center  
Madison, Wisconsin  
Updated May, 2019

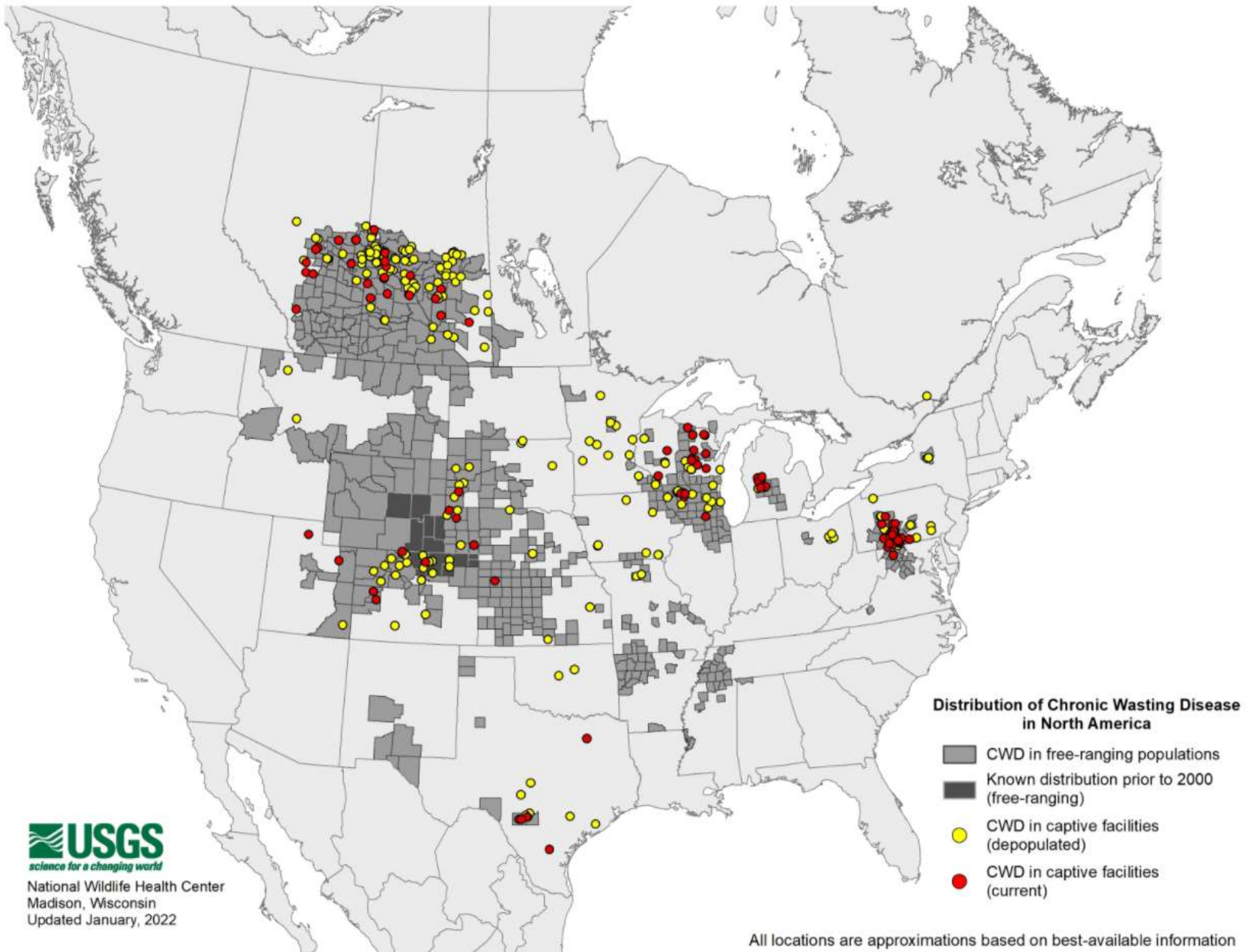


# 2021



National Wildlife Health Center  
Madison, Wisconsin  
Updated August, 2021

All locations are approximations based on best-available information



National Wildlife Health Center  
Madison, Wisconsin  
Updated January, 2022



# Chronic Wasting Disease:

## *Idaho Positives ( 6 animals)*

**November 2021** – Idaho Fish & Game (IDFG) is notified of the detection of **two CWD positive Mule Deer bucks** from GMU 14 outside of Riggins, Idaho

- Only detected as part of the routine rotating surveillance

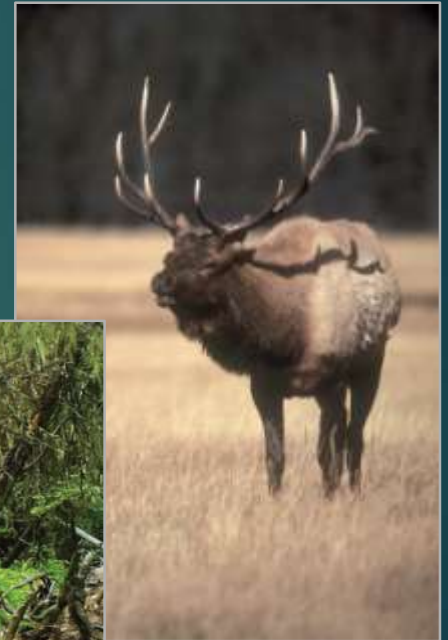
**December 2021** – IDFG puts into place CWD surveillance hunts to determine the prevalence and distribution of the disease and initiates a CWD management Zone in GMU 14 & 15. **Two additional positive white-tailed deer bucks** were detected in the same general area as the first positives.

**January 2022** – IDFG is notified of a **CWD positive cow elk** north out of Whitebird and a **white-tailed deer buck** just south of the other positive deer.



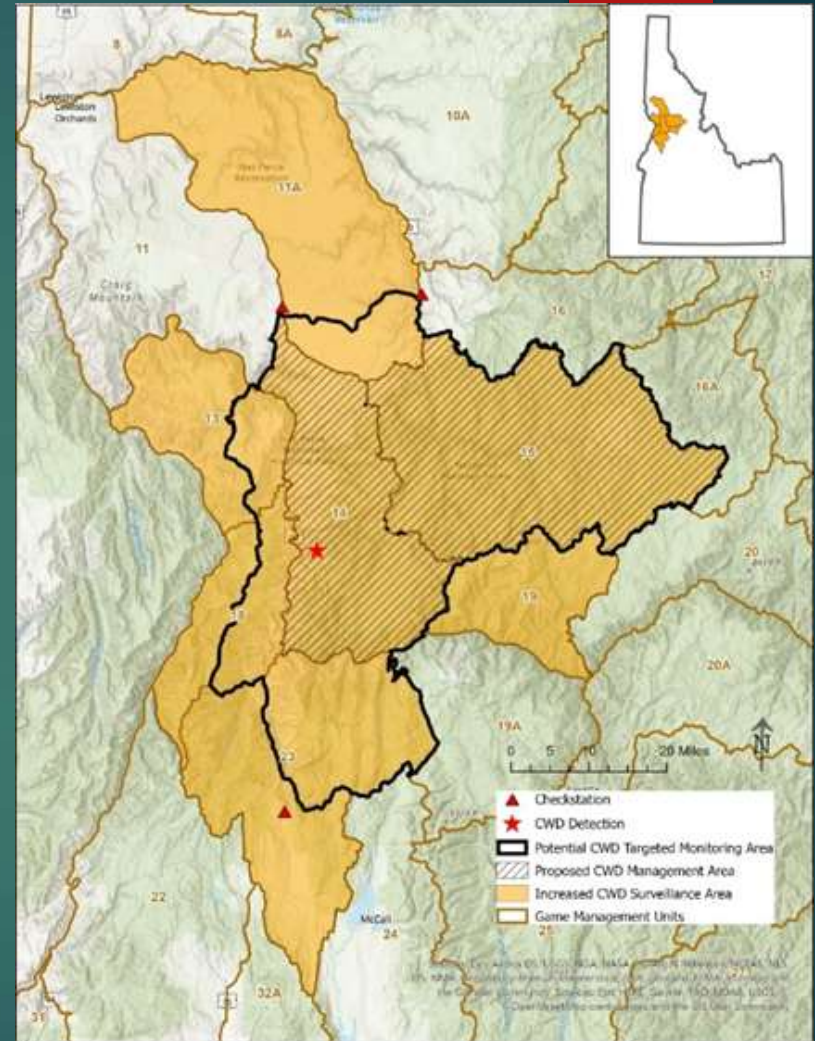


# Chronic Wasting Disease (CWD): What is IDFG doing?



# CWD Surveillance Zone

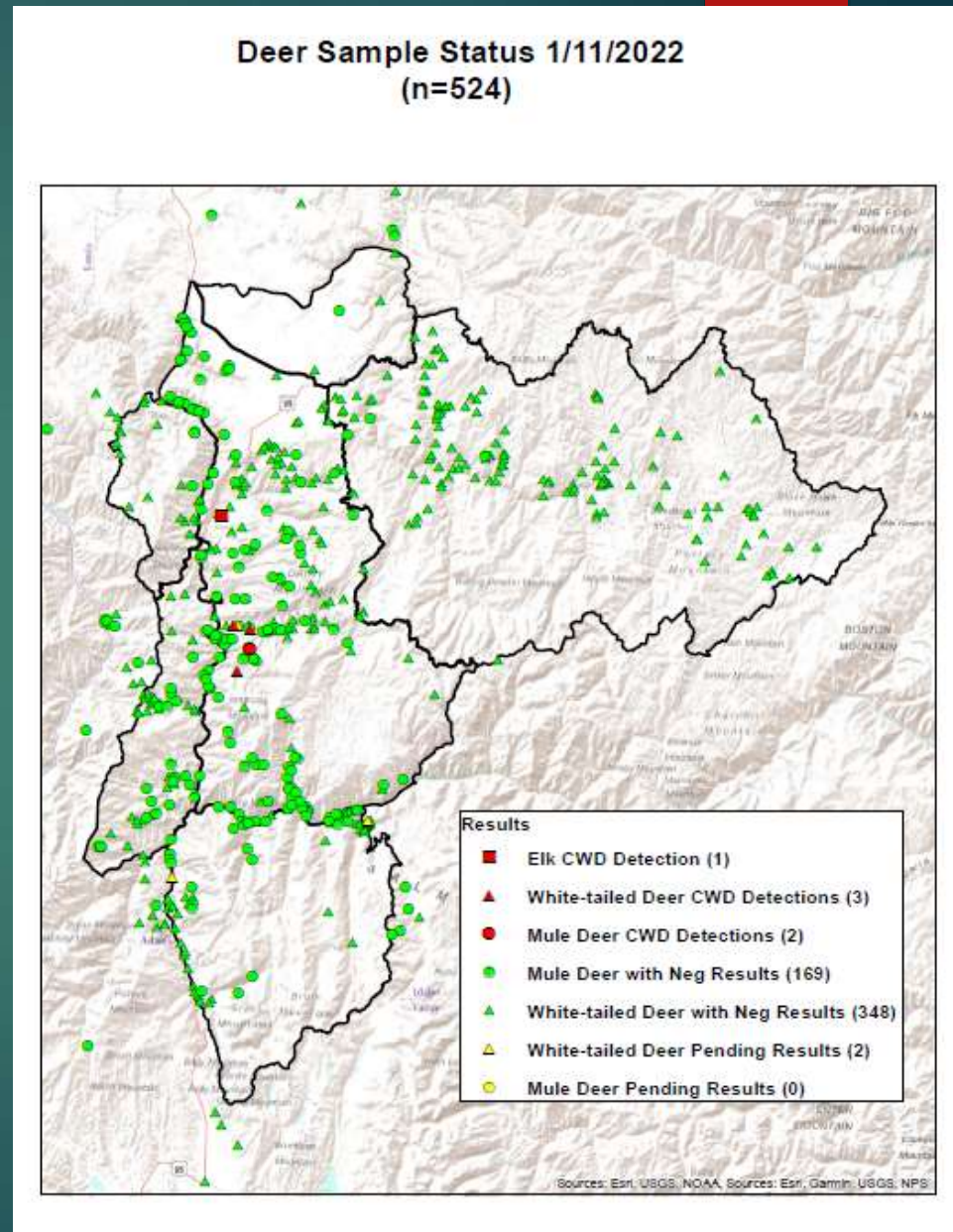
- Following the positive CWD detection, IDFG instituted immediate check stations for on-going hunts.
- IDFG created Emergency CWD Surveillance hunts to help determine the prevalence of CWD and the distribution.
- The hunts began on December 7 and ended on December 19, 2021.
- The Wildlife Bureau will provide CWD prevalence estimates once all the CWD Surveillance sample results are back from the testing lab.





# CWD Surveillance Zone

- As of 1/19/22; the following CWD samples were collected in the CWD Surveillance Area
  - 566 total samples
  - 6 samples are positive
  - 555 samples are negative
  - 5 samples are pending



# CWD STRATEGY 2021

## Rules

- Urine ban
- Winter Feeding Ban in CWD Management Zone
- Risk Assessment
- Cervid movement ban
  - Live (non-domestic)
  - Carcasses
    - Other CWD Positive states
    - CWD Management Zone

<https://idfg.idaho.gov/cwd/rules>

### Urine Ban

Idaho bans the use of natural cervid urine for big game hunting, which includes urine from deer, elk, moose, and caribou (reindeer).

### Out-of-State Carcass Import Ban

The state bans importing a carcass or any part of a wild deer, elk, moose, or caribou from another state, province in Canada or any other country with a documented case of CWD.

Exemptions to this ban include:

- Meat that is cut and wrapped
- Quarters or deboned meat that does not include brain or spinal tissue
- Edible organs that do not include brains
- Hides without heads
- Upper canine teeth
- Ivories, buglers or whistlers
- Finished taxidermy
- Dried antlers
- Cleaned and dried skulls or skull caps

### Winter feeding risk strategy

Fish and Game integrates its CWD risk strategy into winter feeding planning. Winter feeding unnaturally concentrates wildlife, increasing the risk of spreading disease.

### Restrict feeding in CWD zones

In the event that CWD is discovered in Idaho, this rule restricts the public from feeding deer and elk in designated CWD management zones.

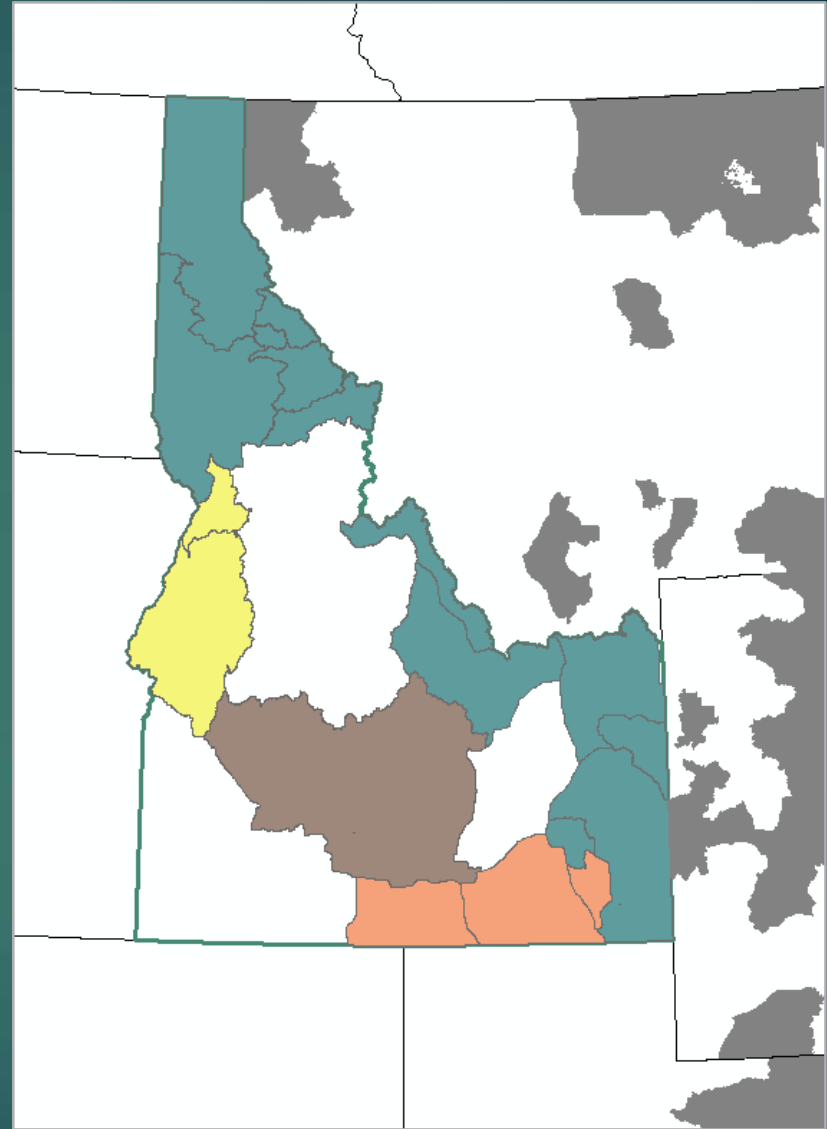
# CWD STRATEGY 2021

## 2021 CWD Strategy

Surveillance: Weighted surveillance with rotational sampling based on deer populations (DAUs)

This is how we detected CWD

Demographic Group	Mule Deer	White-tailed Deer	Elk
Symptomatic female	13.5	33.33	3.71
Symptomatic male	11.42	33.33	1.99
Road-killed male/female	1.84	0.22	0.1
Found dead male/female	1.84	7.32	0.1
Harvest adult female	0.55	1.3	0.15
Harvest adult male	1	3.23	0.19
Harvest yearling female	0.37	0.85	0.05
Harvest yearling male	0.21	1	0.1





# CWD COMMUNICATIONS

- Updates to CWD Communication tools
  - Brochures, Business Cards, FAQ Sheets
  - IDFG CWD Website
- **2021** CWD Statewide Working Group





## FY22 Fee Schedule (July 1, 2021 - June 30, 2022)

### Food Protection Program

Service Description	Charges
Temporary 1 day event	\$35
Temporary 2-3 day event	\$45
Temporary 4 or more days/Multiple (effective January 1, 2022)	\$80
Food License - Intermittent (effective January 1, 2022)	\$80
Food License - Mobile without Commissary (effective January 1, 2022)	\$80
Food License - Mobile with Commissary (effective January 1, 2022)	\$100
Food Establishments (effective January 1, 2022)	\$200
	\$250
Food Establishments With More Than Two Licenses (effective January 1, 2022)	
Plan Review and Pre-Opening Inspection	\$100
Late Fee, from January 1st through January 15th	\$35
Late Fee, after January 16th	\$70
Request for Variance	\$50 hourly
Compliance Conference	\$100 hourly
License Re-Instatement	\$18
Enforcement and Legal Fees	\$150 hourly
Food Class Fee	\$35
Food Plan Review	\$100
Federal USDA School Inspection	\$267
Food Safety Manager Training	\$125
Food Safety Manager Proctor Test	\$50

### Child Care Inspections

Service Description	Charges
Licensing Fee - Center (more than 25 children)	\$325
Licensing Fee - Center (13-25 children)	\$250
Licensing Fee - Group (7-12 children)	\$100
Licensing Fee - Family (Voluntary)	\$100

## Swimming Pools

Service Description	Charges
Inspection (per Administrative Procedures Act)	\$50
Plan Review	\$100

## Drinking Water Sample Collection

Service Description	Charges
Courier Service	\$10
Drinking Water Sample Collection	\$100
Other	Lab Cost

## Mortgage Survey Inspection

Service Description	Charges
Mortgage Survey Inspection	\$240
Repeat Inspection	\$75
Nitrate - Additional	\$19
Nitrite - Additional	\$19
Lead	\$21
Arsenic	\$21
Fluoride	\$19
Uranium	\$44

# Subsurface Sewage Disposal Program

Service Description	Charges
Installer License - Basic	\$130
Installer License - Complex	\$195
Installer Late Fee - After December 31	\$25 per month; maximum of \$100
Accessory Use - Office Review	\$55
Accessory Use - Field Review	\$150
Individual System Permit - New	\$850
Central/LSAS - New	\$1,000 + \$100 per 250 gpd
Individual System Permit - Replacement/Repair	\$850
Pre-development site evaluation for commercial or engineered lots (includes multiple test holes and evaluation results)	\$850
Pre Development Meeting (Fee to apply toward SER application if within 12-months of pre-development meeting)	\$100
Site Evaluation Charge (Single Family Dwelling - Fee to apply toward an individual system permit if application is made within one year)	\$450
Tank Only & Vault Privy	\$425
Permit Renewal Charge	\$100
Technical Guidance Manual	\$25
Installer - Basic & Complex, Video Review	\$30
Pumper License Permit Fee (Includes 1 truck or tank)	\$130
Pumper License Fee for each additional truck or tank	\$30
Pumper on-site inspection (in addition to permit fee)	\$75
Permit Transfer Charge	\$100
Administration Fee per Policy 3-003	\$50
<b>New Fee:</b> No Test Hole/Site Evaluation Permit.	\$425
Justification: Sub-surface sewage applications expire one year after issued. Currently the only option we have for expired permits is to have the homeowner start the sub surface application process over. If site conditions have not changed the no test hole/site evaluation permit will allow the applicant to use the site evaluation data that was originally collected by the EHS specialist to have a new permit issued. This option is valid for one year after their original permit was expired and will not be renewable.	

## Land Development

Service Description	Charges
Subdivision Application - Served by Septic and/or Individual Wells	\$250
Each Lot - Served by Septic and/or Individual Wells	\$300
Plat Redesign w/o review	\$50
Plan Redesign with site review	\$100
Subdivision Application - City Services (Requires DEQ Approval)	\$150
Subdivision Application - Served by LSAS	\$150 per lot
Subdivision Application - Cemetery	\$50

## Solid Waste Inspections

Service Description	Charges
Tier 1, Rural Drop Box	\$487
Tier 2, Transfer Station	\$974
Tier 2, No Solid Waste Stored On-site	\$350
Tier 3, Construction & Demolition Landfill	\$1,461
Tier 4, Municipal Landfill	\$1,948

Updated: June 9, 2021



# Youth Crisis Services

January 25, 2022

HEALTHIER TOGETHER

[SWDH.ORG](http://SWDH.ORG)



# Progress Update

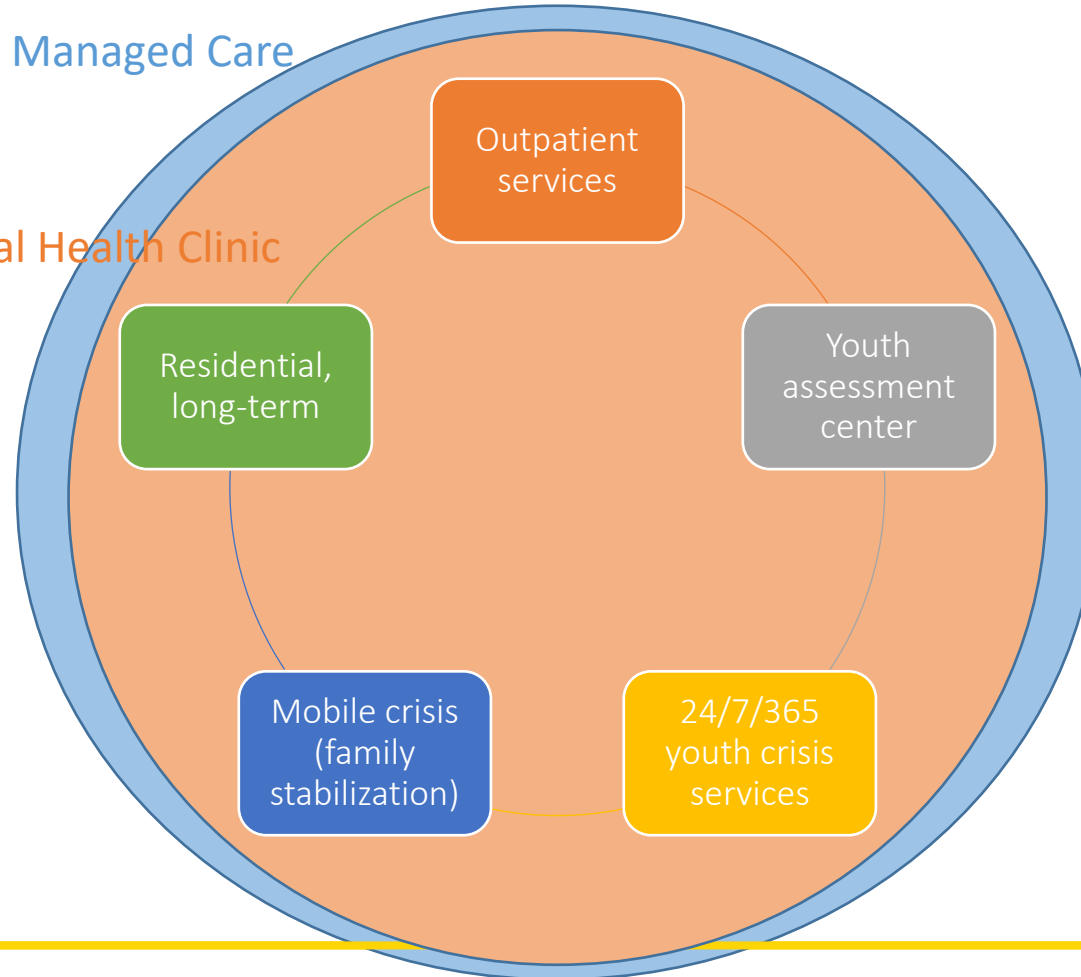
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- August 2021 - Analysis of data, validating a concerning trend.
- Fall/Winter:
  - Conversations with Canyon County mayors and Canyon County Clerk regarding funding support
  - Conversations with Director Jeppesen, Ross Edmonds, Judge Petty, and local legislators about the state's vision, plans, and alignment/coordination
- December 2021:
  - Community stakeholder engagement meeting
  - Youth input meetings
- January 2021:
  - Conversations with Director Jeppesen, Ross Edmonds, Judge Petty, and local legislators about the state's vision, plans, and alignment/coordination
  - Conversation with Governor's Office, Director Jeppesen, Director Prow, and Commissioner Smith
  - Community stakeholder engagement meeting

# Future State of Youth Behavioral Health Services in Southwest Idaho

Idaho Behavioral Health Managed Care

Certified Community Behavioral Health Clinic



# Youth Assessment Center

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- Assessment Centers aim to prevent and divert youth from juvenile justice and child welfare systems through a single point of entry
- This can occur by means of intervention from schools, at point of or after arrest, at the request of parents/caregivers, or through partnerships with other community stakeholders
- Through in-depth interviews and validated screening and assessment tools, centers work to understand the barriers youth and families are experiencing at home, school, or in the community
- Following assessment, centers coordinate with educational, social service, and justice agencies to provide a holistic view of the family's and youth's strengths and needs

Source: Idaho Behavioral Health Council Presentation, 1.13.2022

# Why Assessment Centers are Effective

Avoiding possible deeper juvenile justice or child welfare involvement through four proven steps

## Single Point of Contact

- » A single point of contact integrates prevention and early intervention activities with youth and families, community, local police, juvenile justice, child welfare agencies, schools, and service providers.

## Screening

- » The initial screening identifies immediate risks and potential areas of need for follow up assessment

## Assessments

- » Comprehensive assessments are essential to effectively address the risks and needs of at-risk youth

## Case Management

- » While the combination of services and supports will vary based on a youth and family's unique needs, there remains a need for support in navigating the various systems and services

Source: Idaho Behavioral Health Council Presentation, 1.13.2022

# Standing Up Youth Assessment Centers

Utilizing a grantor/grantee relationship to allow for initial startup and early operational costs

## State Funds to Support

- » IDJC budget utilized as starting point
- » State agencies will work with potential grantees to determine options for grant applications and timelines

## Grant Basics

- » Funding level based upon geographic footprint of area served
- » Grantee could apply for one or both targeted areas if desired

## Local Control For Implementation

- » Grantees will develop local partnerships to operate and support centers
  - Counties
  - Cities
  - Providers
  - Etc.
- » Ongoing operational funding will be essential
  - Centers across the nation use multiple approaches

Source: Idaho Behavioral Health Council Presentation, 1.13.2022

# Youth Crisis Centers

- Youth crisis centers provide a short-term placement option for youth experiencing a behavioral health crisis that prevents them from remaining safely in their home
- Youth crisis centers have four primary functions:
  - Divert youth experiencing a crisis away from unnecessary hospital visits
  - Reduce the need for incarceration of youth because of behavioral health crises
  - A safe facility youth placement to prevent escalation of family conflict or violence in their home
  - Access to de-escalation services while setting up treatment options and referrals for youth and their families
- Youth crisis centers have been shown to reduce hospitalization, criminal charges, domestic violence, child abuse, and the need for residential treatment

Source: Idaho Behavioral Health Council Presentation, 1.13.2022



# Standing up Youth Crisis Centers

Utilizing a grantor/grantee relationship to allow for initial startup and early operational costs

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  - Centers across the nation use multiple approaches

# The Request to the Idaho Legislature

## The current B8.1

### 1. Explain the request and provide justification for the need.

The Idaho Behavioral Health Council strategic action plan identifies youth and teens as critical populations to address when looking to fill behavioral health gaps in services within Idaho. Of the opportunities addressed in the plan two of these ideas have been identified for early development. Youth Reception Centers and Youth Crisis Centers are currently not available for families in Idaho and would complement the prevention and intervention work done by other government (city, county, state) partners and fill a largely unmet gap in our communities. These centers would complement the work being implemented through the Idaho Behavioral Health Council & Youth Empowerment Services and they would serve as off-ramps to the formal justice system.

#### Youth Reception Centers

There is a lack of options across the state for law enforcement officers to drop off arrested, delinquent, ungovernable, or runaway youth who do not meet local admission guidelines for security detention (this may include running away from home, truancy, curfew violation or acting beyond the control of the youth's parents etc).

Once a Law enforcement officer, School Resource Officer, or parent dropped a youth off the reception center would aim to prevent and divert youth from juvenile justice and child welfare systems. This would be done by identifying underlying issues contributing to concerning behavior (through screening and assessments). Ultimately the goal is to connect youth and families with long term community-based resources within their area thus avoiding further penetration into the juvenile justice (or other) system.

Startup costs estimates to meet this need statewide: **\$6.5 million**

#### Youth Crisis Centers

Similar to the adult models in Idaho, youth crisis centers can be located across the state for youth safety and stabilization (actively self harming, psychosis, etc) and immediate case management services. Youth may access these centers by being referred by families, law enforcement or themselves. These facilities would also provide referrals for community based services and can act as short-term placement for youth.

Startup costs estimates to meet this need statewide: **\$4.42 million**

## Legislative Request For Support

- » Total \$10.92M
- » Carryover would be beneficial as standing up new programs and services can be time consuming

Source: Idaho Behavioral Health Council Presentation, 1.13.2022

# Draft Youth Crisis Prevention and Intervention Support Services in Health District 3

## Youth Crisis Center

- 10-17 years old
- 6-private bed (room for one parent/guardian)
- 24/7/365
- Voluntary
- Length of stay: 1-3 days
- Scope
  - Crisis de-escalation
  - Screening and risk assessment
  - Care coordination
  - Discharge planning
  - Parenting with Love and Limits
  - Step down to in-home stabilization

## In-home Crisis Stabilization (Family Stabilization Team)

- 6-17 years old
- Scope
  - Mobile crisis response
  - In-home therapy
  - Case management and rehabilitation
  - Parenting with Love and Limits
  - Trust-based relational intervention

## Respite Nursery

- 0-12 years old
- Available to adults accessing the crisis center
- Scope
  - Child development assessment and screening
  - Care coordination
  - Home visiting referral
  - Community resource referral

# Funding Options

Foundation Grants	<ul style="list-style-type: none"><li>• Pro: mission alignment, quick access to funds</li><li>• Con: one-time funding; generally small awards</li></ul>
Municipalities & Counties	<ul style="list-style-type: none"><li>• Pro: communicates local investment in the well-being of our youth and families</li><li>• Con: requires annual requests with uncertain sustainability</li></ul>
State	<ul style="list-style-type: none"><li>• Pro: brings local tax dollars back home to improve the health and well-being of our youth and families</li><li>• Con: funding sustainability is uncertain, but current environment appears supportive</li></ul>
Federal	<ul style="list-style-type: none"><li>• Pro: increasing opportunities for one-time and on-going funding to establish services that support youth behavioral health</li><li>• Con: managing federal funds directly is administratively burdensome and may have strings attached</li></ul>
Third-party Reimbursement	<ul style="list-style-type: none"><li>• Pro: a good avenue for ongoing funding</li><li>• Con: reimbursement may not cover cost and would likely require negotiation with public and private payers to reimburse for services and increase reimbursement, periodically</li></ul>
Opioid Settlement	<ul style="list-style-type: none"><li>• Pro: could be used to support prevention and treatment services in coordination with youth crisis centers</li><li>• Con: the public health district's settlement will be quite small, and these funds may be better invested in other places</li></ul>

# Next Steps

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- Board of Health meeting – Tuesday, January 25
- Decision to expand effort to include the four counties of District 4 (Ada, Boise, Elmore, and Valley)
- Formalize support services that will meet our community's needs
- Develop a roadmap to bring us from planning to implementation
- Secure funding

# Questions

*“Dedicate some of your life to others. Your dedication will not be a sacrifice. It will be an exhilarating experience because it is an intense effort applied toward a meaningful end.”*

Dr. Thomas Dooley US NAVY PHYSICIAN





# CS Needs Assessment and Next Steps

Tuesday, January 25, 2022

HEALTHIER TOGETHER

[SWDH.ORG](http://SWDH.ORG)

# Needs Assessment Review

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## Questions

1. Describe your position in 1-2 sentences.
2. Why do you work at Southwest District Health?
3. What do you need, that you currently don't have, to do your job well?
4. Strengths of your program, the division, and/or district?
5. Weaknesses of your program, the division, and/or district?
6. Opportunities we are missing as a program, division, and/or district?
7. Threats from the outside for your program, the division, and/or district?
8. Anything else you feel like I should know about?

# Needs Assessment Review—cont.

# of people surveyed = 23 (anyone that signed up on the Doodle poll)

# of respondents for each program

- WIC—3
- Administrative Support—2
- Primary Care Clinic—7
- NFP—3
- PAT—2
- Satellites—3
- Oral Health—2
- Front Office--1

# Why do you work at SWDH?

---

1. To help/serve others (moms, babies, kids, underserved, and town I live in)--18 (78%)
2. Believe in the effectiveness of the specific program for which I work (WIC and NFP)--4 (17%)
3. Supports my personal life (good retirement, flexible with family needs, needed part-time job)--4 (17%)

# What do you need?

---

1. More qualified staff (medical, dental, NFP, PAT)--7 (30%)
2. IT items/infrastructure (computers and improved internet)--6 (26%)
3. Other items (30%)
  - Supplies specific to program—3
  - Marketing for programs—2
  - Training in EH—2



# Strengths?

---

1. Staff that work here are passionate about the mission—9 (39%)
2. Strong sense of community/teamwork--7 (30%)
3. The work/services that we provide are missional (serve the underserved and the community)--7 (30%)

# Weaknesses?

1. Inconsistency across division—11 (48%)
  - a. In either having or knowing policies and procedures—4
  - b. In knowledge of resources other programs provide, roles and responsibilities within program, or when things are or are not available—7
2. Staffing shortages, especially for full-time, qualified clinic positions—7 (30%)
3. 3-way tie
  - a. Poor communication--5 (22%)
  - b. Lack of training—5 (22%)
  - c. Inefficient (too many people involved in decision making, too many steps to get things done)--5 (22%)

# Opportunities

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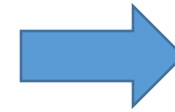
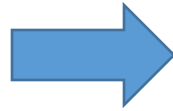
1. Many like-minded organizations to partner with—9 (39%)
2. Marketing in the community through established outreach events—8 (35%)
3. Growing population needs our services—7 (30%)

# Threats

---

1. Lack of knowledge or bad reputation in the community—10 (43%)
2. Others doing what we do (primary care and oral health prevention for kids)--6 (26%)
3. Other employers pay more, especially for clinical positions—5 (22%)

# Next Steps—Crawl, Walk, Run

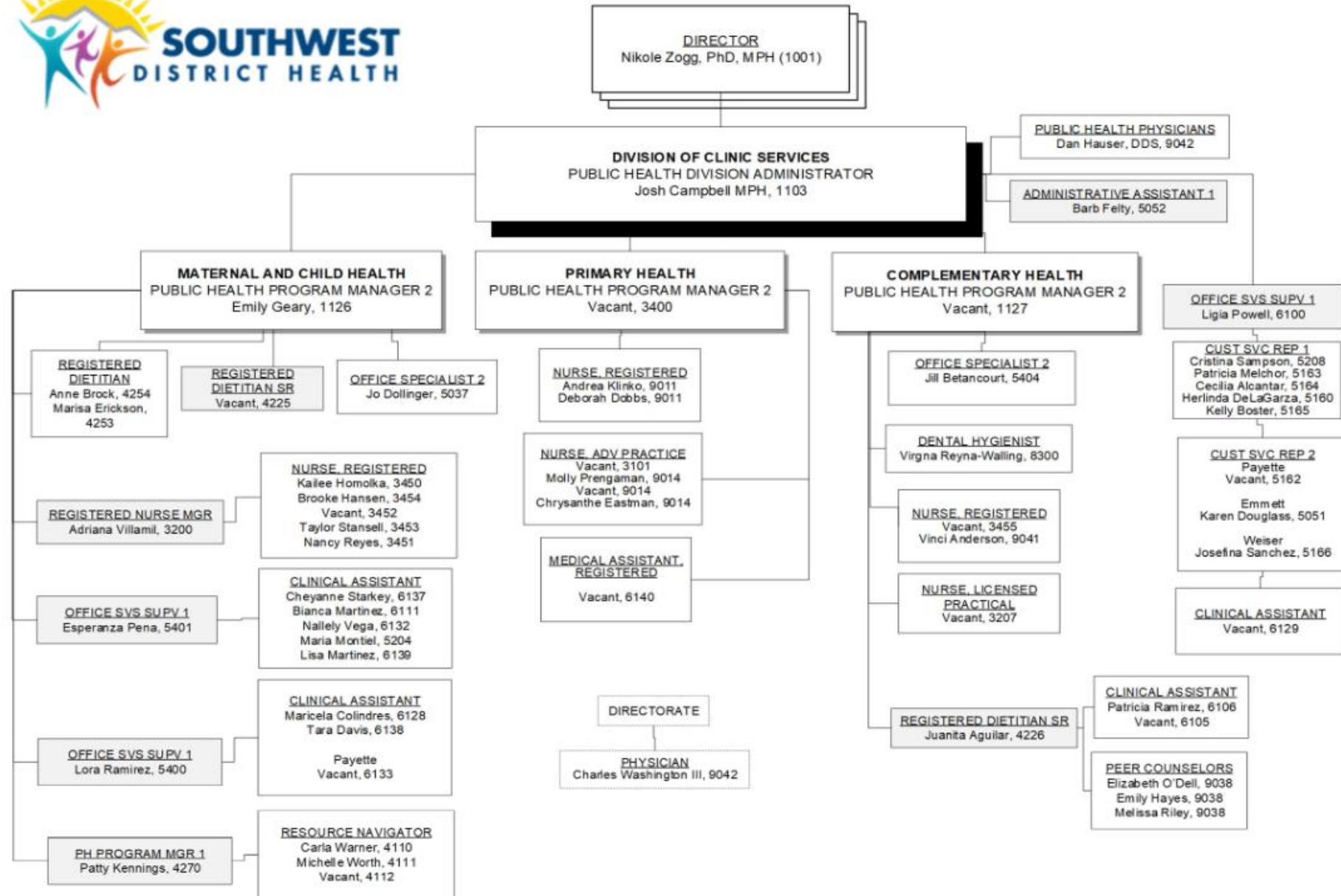




# Crawl--Stabilization

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1. Establish clarity and consistency in:
  - a. Roles and responsibilities
  - b. Policies and procedures
  - c. Scope of services and availability
2. Measure what we are doing—establish baseline
3. Hire and equip qualified staff
  - 4 Cs—Competent, Committed, Compassionate, Character
  - Provide consistent training for new staff



# Walk--Integration

---

1. Establish processes and structure for interagency referrals and measure success.
2. Establish relationships for partner agency referrals and measure success.

# Run--Expansion

---

1. Identify and implement services we should be offering, but currently are not. AKA—Develop new programs.
2. Eliminate or modify services that are no longer needed by the community or unsustainable.

# Support a cultural of empowerment, accountability, trust, and grace

---

- Empower each other to make decisions within scope at all levels
- Hold each other accountable to program goals
- Trust each other with assigned areas
- Give each other grace when we mess up, hear each other out (escalation process)



# QUESTIONS?





# IDAHO DEPARTMENT OF HEALTH & WELFARE

## **Memorandum of Understanding**

**The Department of Health & Welfare**

**and**

**The Public Health Districts**

---

### **1. Purpose**

This Memorandum of Understanding (MOU) between the Idaho Department of Health and Welfare (DHW) and the Public Health Districts (Districts) identifies the roles and responsibilities of each party as they relate to the preservation and protection of the public's health and to address authorities and responsibilities previously delegated in statute to the Districts from DHW. These activities include: 1) communicable disease control, 2) food safety and inspection, and 3) safety assurance of public swimming pools.

This memorandum supersedes any prior agreement between the Idaho Department of Health and Welfare and the Public Health Districts regarding the coordination of public health action and the exchange of information as it pertains to the programmatic delegation, formerly through statute, and now through this MOU.

### **2. Background**

Both DHW and the Districts exist and work to promote, protect and improve the health of the public in Idaho but have different statutory mandates and responsibilities. DHW's and the District's respective missions may overlap in a variety of ways depending upon the subject matter. Each agency has a responsibility to work collaboratively to promote, protect and improve the health of the public.

Through this MOU, DHW and the Districts agree that certain authorities are assigned to the Districts, previously delegated through statute, and clarifies the relationship between the Districts and DHW. This MOU provides a framework for coordination and

collaborative efforts and sets forth a working arrangement between DHW and the Districts to reduce duplicative efforts and to provide for a detailed description of program responsibilities and authorities.

The specific responsibilities and authorities are detailed in the program-specific agreement sections of this MOU, shown as Protocols A, B and C below. Where the term agency is used it can refer to either the Districts or to the DHW.

### **3. Authority and Intent**

This MOU is entered into pursuant to the authority set forth in Idaho Code § 56-1003; § 39-414 and Idaho Code §§ 39-605; 39-1003; and 39-1603.

In addition to all authorities, responsibilities, and agreements outlined in this MOU, the Districts have the power and duty to do all things required for the preservation and protection of the public health and preventive health as outlined in Idaho Code § 39-414 (2).

The DHW and the Districts desire to avoid duplication and to prevent gaps in providing services to the citizens of the state, thus DHW and the Districts agree to the following sections.

### **4. General Program Agreements**

#### **4.1 General Principles**

This section sets forth that communication and coordination on various topics is critical to promoting, protecting, and improving the health of the public.

1. The Districts and DHW will convene in periodic joint meetings, as appropriate, to ensure statewide consistency in all assigned programs.
2. DHW will notify the Districts of all public meetings and hearings pertaining to assigned programs when needed, with the expectation that the Districts will participate.

#### **4.2 Rules, Standards, Technical Policies, and Guidelines**

1. Whenever feasible, DHW and the Districts will work cooperatively in the preparation of rules, standards, and to the extent possible, technical policies or guidelines in those program areas where joint responsibilities exist.
2. DHW will send draft documents outlined in Item 1 to the Districts for a thirty (30) day, when feasible, review and comment period prior to any formal public process.

3. The Districts will forward to DHW proposed draft changes to rules, standards, technical policies or guidelines following the procedures outlined in Item 2 above. This is in addition to the district board procedures for adoption of regulations as set forth in Idaho Code § 39-416.
4. DHW will provide copies of final rules, standards, technical policies, or guidelines adopted. This procedure is in addition to the requirements of the Administrative Procedures Act. Also, the DHW will provide specific direction to the Districts regarding the implementation of DHW final rules, standards, technical policies, and guideline changes for programs delegated to the Districts. This direction will be provided to the Districts in a timely manner.
5. The Districts, if requesting a formal interpretation of rules or guidance, will submit the request to the appropriate DHW programmatic Bureau Chief. The Bureau Chief, in coordination with the Attorney General's office as appropriate, will draft a response and share that with the Districts. For those interpretations with statewide applicability, the DHW Bureau Chief will ensure that the response is in a memo form and can be posted online in keeping with Executive Order 2020-02. This does not include normal day to day communications between the Districts and DHW staff regarding implementation of the rules or assigned programs.
6. Upon initiation of an appeal of a District decision regarding an assigned program, the District should notify the DHW state program contact of the administrative appeal for DHW's evaluation to ensure consistent application of the DHW rules. DHW, when appropriate, will provide interpretation of the DHW rules to the District for consistency.

#### **4.3 Coordinating Enforcement Actions**

1. The Districts will take appropriate and timely enforcement actions for each programmatic area.
2. DHW reserves the right to initiate enforcement actions if DHW determines, after consultations with the Districts, that enforcement is necessary to preserve and protect the public health. DHW will coordinate with the Districts in the event DHW determines it necessary to take such enforcement action.
3. DHW may request the Attorney General's Office provide legal consultation to the District's legal counsel when necessary.

#### **4.4 Management of Complaints**

This section outlines the actions DHW and the Districts will take when receiving complaints that are the responsibility of the other agency.

1. Complaints, which are the responsibility of the other agency, will be referred to the other agency within one (1) working day. Either agency, upon receiving a telephoned complaint, will refer the call to the appropriate agency. Written

complaints will be forwarded to the appropriate agency by fax, email, or mail and include the complainants contact information whenever possible.

2. In referring complaints, one agency will not commit the other agency to any particular action.
3. If the agency referring a complaint requests notification of what actions were taken by the other agency, that agency will provide the information to the referring agency.

#### **4.5 Consultations and Technical Assistance**

This section defines when the agencies will provide technical assistance and consultation.

1. Each agency will provide consultations, training and technical assistance to the other upon request or when needed.
2. DHW and the Districts will inform each other of pertinent training and education courses pertaining to the assigned programs.
3. DHW and the Districts will work collaboratively to develop and present training courses of mutual interest and need.

#### **4.6 Sharing and Dissemination of Information**

This section defines procedures for information sharing between agencies and to the public.

1. Agency Information Sharing
  - a. DHW will assist the Districts in joint program communications, including the development of information or educational materials, as necessary.
  - b. The Districts will make requests to DHW for the areas in which communication support to community members or stakeholders is needed.
  - c. DHW and the Districts will inform each other of correspondence received from other state and/or federal agencies which concern activities related to the assigned programs. This could include other state of Idaho agencies or agencies representing other states.
  - d. DHW and the Districts shall exchange data as specified in subgrants, contracts and/or protocols of this MOU.

2. Information to the Public

Risk communication is an important public health aspect of sharing and disseminating information related to the protection of public health. DHW

may seek assistance from the Districts to help deliver prepared critical public health messages.

#### **4.7 Coordination of Programs**

1. Representatives of the Districts will work with appropriate representatives of DHW when problems of mutual concern arise for which no agreement has been detailed in this document to determine a course of action.
2. In addition to this MOU, the Districts and DHW will coordinate activities as specified in subgrants and contracts, as appropriate.
3. Routine program meetings and discussions are desirable and expected for both the Districts and DHW.

#### **5. Protocols for Specific Programs**

The roles and responsibility of DHW and the Districts, and the mutually agreed upon assignment of authority from DHW to the Districts, with respect to specific programs are set forth in the following listed Protocols that incorporated, as a part of the MOU:

- A. Communicable Disease Control
- B. Food Safety and Inspection
- C. Public Swimming Pool Inspection

This MOU shall be executed by the DHW Division of Public Health Administrator and the Public Health District Directors and replaces any prior memorandum or agreement related to the coordination of public health action and the exchange of information in the assigned program areas, excluding program-specific sub-grants. The terms of this agreement shall be on-going unless otherwise revoked by any one of the signatory agencies following thirty (30) days written notice from the DHW Division of Public Health Administrator or the Chairman of the Idaho Association of Public Health District Directors. This agreement may be amended or extended through mutual written agreement of the parties. This agreement, when accepted by each agency, will be effective on the date of the DHW Division of Public Health Administrator's signature.

## 6. Signature Page

\_\_\_\_\_  
Elke Shaw-Tulloch, Administrator  
Division of Public Health,  
Department of Health & Welfare

Date: \_\_\_\_\_

\_\_\_\_\_  
Don Duffy  
Director,  
Panhandle Health District

Date: \_\_\_\_\_

\_\_\_\_\_  
Carol Moehrle  
Director,  
Public Health - Idaho North Central  
District

Date: \_\_\_\_\_

\_\_\_\_\_  
Nikole Zogg  
Director,  
Southwest District Health

Date: \_\_\_\_\_

\_\_\_\_\_  
Russell Duke  
Director,  
Central District Health

Date: \_\_\_\_\_

\_\_\_\_\_  
Melody Bowyer  
Director,  
South Central Public Health District

Date: \_\_\_\_\_

\_\_\_\_\_  
Maggie Mann  
Director,  
Southeastern Idaho Public Health

Date: \_\_\_\_\_

\_\_\_\_\_  
Geri L. Rackow  
Director,  
Eastern Idaho Public Health

Date: \_\_\_\_\_



## Protocol A: Communicable Disease Control

The Director of DHW has statutory authority for communicable disease control in accordance with the provisions of multiple chapters Title 39, Idaho Code. DHW authorizes through mutual agreement to the Districts responsibilities for the control of communicable diseases in Idaho as outlined in this MOU pursuant to DHW rules, IDAPA 16.02.10, "Idaho Reportable Diseases" and guidance to the Districts.

The protocols for the investigation and control of communicable diseases are outlined in the Idaho Investigative Guidelines.

<https://idhw.sharepoint.com/sites/PublicHealth-EPP/CDP/EPI/Investigative%20Guidelines/Forms/AllItems.aspx>

These guidelines are intended to assist the local public health district disease investigators in investigating possible or confirmed reportable and non-reportable diseases in Idaho. These guidelines should be used in conjunction with up-to-date resources such as:

- Control of Communicable Diseases Manual published by the American Public Health Association
- The Red Book: Report of the Committee on Infectious Diseases published by the American Academy of Pediatrics
- Recommendations of the Advisory Committee on Immunization Practices (ACIP), available at:  
<http://www.cdc.gov/vaccines/pubs/ACIP-list.htm>
- Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings, 2007, available at:  
<http://www.cdc.gov/hicpac/2007IP/2007isolationPrecautions.html>

Guidelines for the investigation of diseases are not inflexible and are updated in real time as the science evolves, public health recommendations are updated, and applied epidemiology practice changes.

The current Idaho Reportable Diseases administrative rules (IDAPA 16.02.10) should also be consulted for each disease or condition investigated.

<https://adminrules.idaho.gov/rules/current/16/160210.pdf>

Inevitably, not every situation will be completely covered by the guidelines. If questions arise regarding a specific situation, consultation with epidemiology staff within the State Bureau of Communicable Disease Prevention is advised.

## **Protocol B: Food Safety and Inspection**

The Director of DHW has statutory authority for the Food Protection Program in accordance with the provisions of the Food Establishment Act (Chapter 16, Title 39, Idaho Code). DHW authorizes through mutual agreement to the Districts the roles and responsibilities for the regulation of food establishments in Idaho as outlined in this MOU pursuant to DHW rules, IDAPA 16.02.19, "Food Safety and Sanitation Standards for Food Establishments (The Idaho Food Code)" and guidance to the Districts.

### Roles and Responsibilities:

- A. DHW has the responsibility to oversee the Food Protection Program; promulgate rules and rule amendments; develop standards, policy statements, operational procedures, program assessments, and guidelines; and cooperate with the Districts in reporting to Legislative Committees as described in 39-1607, Idaho Code.
- B. The Districts have been assigned the role of "regulatory authority," pursuant to this MOU for the purposes of the following. DHW may supersede the Districts in performing any of these duties if the Districts are unable to perform these functions on an individual basis.
  - a. Issuing licenses,
  - b. Collecting fees,
  - c. Conducting inspections,
  - d. Reviewing plans,
  - e. Determining compliance with the rules,
  - f. Investigating complaints and illnesses,
  - g. Examining food,
  - h. Embargoing food,
  - i. Developing compliance conferences, and
  - j. Performing suspension and revocation of permits and licenses.
- C. DHW serves as the appellate agency when the Districts have suspended, revoked, or denied a food establishment permit. The Districts are responsible for all proceedings until a formal administrative appeal to the Director of DHW is made as provided in IDAPA 16.02.19.861.02. The Districts must cooperate with DHW during the appeal process.
- D. DHW and the Districts shall inform the other of any information, conditions or situations regarding food safety and sanitation that may affect the other agency's ability to properly regulate food establishments and/or operations.
- E. Districts shall conduct initial enforcement on non-licensed food establishments, including those that do not renew the annual license by December 31 and operate on or after January 1 without renewal of the annual license, the Districts

will make multiple attempts to obtain compliance by notifying the operator of the requirements for licensure and consequences for operating without a license. For establishments that remain out of compliance after a certified letter has been mailed or an onsite visit has been conducted, a referral package will be submitted to the DHW Food Protection Program and applicable County Prosecutor for civil enforcement.

#### Program Assessment:

##### A. Reports

1. The Districts will provide raw data of inspection findings to the DHW Food Protection Program within 45 days after the end of each quarter. To ensure data integrity, the Districts and DHW will agree upon the required data fields. DHW will provide guidance for data collection and provide a data file template.
2. DHW will prepare and provide to the Districts an annual report of statewide food protection activity which summarizes the numbers of violations and violation categories, number of inspections and follow-up inspections conducted, and any outbreak information available related to food establishments within 120 days after the fourth quarter raw data files have been submitted by the Districts.

##### B. Standardization, Training, Consultation and Technical Assistance

1. DHW will:
  - a. Provide standardization, ongoing standardization maintenance assistance, and standardization renewal within three years to at least one standardization trainer in each District so that the trainer continues to be credentialed. Standardization will take place as outlined in the most current version of the Food and Drug Administration (FDA) procedures for food safety standardization.
  - b. Provide appropriate continuing education in food safety and sanitation to the Districts.
  - c. Provide consultation and technical assistance on food safety and sanitation issues to the Districts.
  - d. Upon request of the Districts, DHW will provide legal interpretations of the Idaho Food Code. Where appropriate, DHW will seek legal advice from its Deputy Attorney General and may ask the Deputy Attorney General to comment on legal interpretations requested by the Districts. However, the Deputy Attorney General may not give legal advice to the Districts.

2. The Districts will:
  - a. Have in place a standardized trainer who will standardize other staff members of the District's food safety program. The Districts will notify DHW when a staff member completes the standardization, allowing DHW to: report to FDA all individuals who have been standardized; provide a certificate of standardization; and to continue to monitor the overall progress in the food program statewide.

#### C. Audits

1. DHW will:
  - a. Conduct biennial audits of the Districts' food protection program according to the most current audit procedures outlined by the DHW Food Protection Program.
  - b. Provide a verbal report to the District Food Protection Program Coordinator with the District's Environmental Health Director/Health District Division Director or Administrator.
  - c. Provide a final audit report within 45 days after the audit takes place to the District's Environmental Health Director/Health District Division Director or Administrator and the District Director detailing noted areas of suggested improvements, required changes, and/or corrective actions based on the audit findings.
2. The Districts will:
  - a. Provide the names of all staff members.
  - b. Provide access to the requested food establishment files and records to conduct the audit.
  - c. Respond to the suggested improvements, required changes, and corrective actions in writing within 45 days of receipt of the final audit report.
  - d. Complete corrective action as necessary and appropriate.

## Protocol C: Public Swimming Pool Inspection

Sections 56-1003 and 56-1007, Idaho Code grants authority to the Director of DHW to enforce minimum standards of health, safety, and sanitation and to establish reasonable fees for services for all public swimming pools in Idaho. The Director of DHW authorizes through mutual agreement to the Districts the roles and responsibilities for the regulation of swimming pools to the seven Public Health Districts as outlined in this MOU pursuant to DHW rules, IDAPA 16.02.14, "Rules Governing Construction and Operation of Public Swimming Pools in Idaho".

### Roles and Responsibilities:

- A. DHW has the responsibility to promulgate rules and rule amendments
- B. The Districts have been assigned the role of "regulatory authority," pursuant to this MOU for the purposes of the following. DHW may supersede the Districts in performing any of these duties if the Districts are unable to perform these functions on an individual basis.
  - a. Reviewing plans,
  - b. Collecting fees,
  - c. Conducting inspections,
  - d. Issuing permits
  - e. Determining compliance with the rules,
  - f. Investigating complaints and illnesses, and
  - g. Temporarily suspending or revoking permits.
- C. DHW and the Districts shall inform the other of any information, conditions or situations that may affect the other agency's ability to properly regulate swimming pools.

### Program Assessment:

- A. Reports
  - 1. The Districts will provide raw data of inspection findings to the Environmental Health Program within 45 days after the end of each reporting period.
    - a. Reporting period will be twice annually with the dates to be mutually agreed upon between DHW and the Districts.
    - b. To ensure data integrity, DHW and the Districts will agree upon the required data fields. DHW will provide guidance for data collection and provide a data file template.
  - 2. DHW will prepare and provide to the Districts an annual report of statewide swimming pool activity within 45 days after the second annual raw data files have been submitted by the Districts.

## **INTERAGENCY AGREEMENT FOR PAYROLL AND ACCOUNTING SERVICES**

THIS INTERAGENCY AGREEMENT FOR PAYROLL AND ACCOUNTING SERVICES ("Agreement") between the STATE OF IDAHO, OFFICE OF THE STATE CONTROLLER ("State Controller") and the IDAHO PUBLIC HEALTH DISTRICTS ("PHD'S").

### ***RECITALS***

**WHEREAS**, Idaho Code section 67-2332 authorizes public agencies to enter agreements to perform governmental services, activities and undertakings; and Idaho Code section 39-401 authorizes PHD's to enter into contractual arrangements with Departments of the State of Idaho or elected constitutional officers for services.

**WHEREAS**, the State Controller has provided in the past, and currently provides, payroll and accounting services for all seven (7) PHD's and their employees; and the 2021 Legislature (House Bill 316) establishes the PHD's not as state or county agency or department, but as single purpose districts authorized by the State of Idaho, effective March 1, 2022.

**WHEREAS**, the PHD's desire assistance from the State Controller to allow continuity of payroll services for its personnel and employees and accounting services for its operations during this transition as set forth in the 2021 Legislative Provisions and the State Controller is willing to provide services under the terms and conditions of this Agreement.

**WHEREAS**, at the time of making this Agreement, the State Controller is undergoing implementation of a new ERP system (LUMA), including how it will deliver its payroll and accounting services, and that the PHD's intend to continue under the new LUMA system.

### ***AGREEMENT***

NOW THEREFORE, in consideration of the mutual promises herein and the above recitals, which are incorporated herein by this reference, the parties agree as follows:

#### **1. Definitions.**

- 1.1 "Fiscal Year" shall mean that period between July 1 of a calendar year and June 30 of the subsequent calendar year. Fiscal Year 2022 is the period commencing at 12:00 a.m. on July 1, 2021 and expiring at 11:59 p.m. on June 30, 2022.
- 1.2 "Final State Pay Period" shall mean the last pay period of the term of this Agreement. Given the initial term of this Agreement, the final state pay period is defined as concluding on June 6, 2026, and paid on June 18, 2026.



- 1.3 “LUMA” shall mean the enterprise resource system (ERP) currently being implemented by the State Controller, and includes the functionality to process statewide budget, financial, payroll, human capital management, and procurement transactions for the State of Idaho.

## **2. Term and Termination.**

- 2.1 **Term.** The initial term of this Agreement shall be March 1, 2022 until June 30, 2026. Unless the Agreement is earlier terminated as provided in subsections 2.2 or 2.3, the PHD’s may terminate this Agreement after providing one-hundred eighty (180) days notice to allow the transition the PHD’s payroll and accounting to another service provider. This Agreement may be extended by the parties by mutual written agreement signed by both parties. The parties shall meet and confer regarding any extension of this Agreement at least sixty (60) days before the expiration of the initial term.
- 2.2 **Termination.** Either party may terminate this Agreement upon one-hundred eighty (180) days written notice if at any time: (a) the other party is in material breach of any term, condition, or obligation under the Agreement; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Agreement infeasible or impossible; or, (c) the performance of the Agreement may result in a material sanction or fine from a governmental authority against the party, the cancellation or termination of a contract of insurance held by the party, or the removal of an exemption from taxation or regulation by a governmental authority applicable to an employee benefit offered to employees of a party. In the event of a notice of termination under this subsection, the parties agree to work together in good faith with the goal of curing or remediating any issues, or to allow the reasonable transition of payroll and accounting services.

## **3. Payroll Services.**

- 3.1 **Payroll Processing.**
- 3.1.1 The State Controller will process payroll for the PHD’s using the State Controller’s regular procedures for state agency payroll. Such procedures shall include:
- a. Processing payroll on a biweekly basis, with a Sunday through Saturday workweek and pay issued in arrears by one (1) pay period.
  - b. Until the LUMA payroll system is implemented (expected go-live date of January 1, 2023), PHD’s will process payroll using information submitted through the use of the SCO web-based applications, IPOPS, EIS and I-Time. The PHD’s shall follow all State Controller policies and procedures concerning the security access to submit and/or approve hours of work, earnings, record the use of leave, establish and alter deductions, and other required processes. The PHD’s will have access to the IPOPS and I-Time web-based applications until the LUMA payroll system is implemented, at which time, the PHD’s will transition with other state agencies to the

LUMA system, and abide by the State Controller's policies and procedures attendant with the use of the LUMA payroll system the same as agencies of the state.

- c. Issuing payroll using direct deposit, unless a PHD employee is exempted from direct deposit by the State Controller. The PHD's shall ensure that all PHD employees not exempted are participating in direct deposit under the terms of the State Controller's Mandatory Direct Deposit Policy.
- d. The PHD's shall utilize the existing deduction structure of the State Controller, including retirement and health benefit deduction coding. No new deductions will be considered until after the LUMA payroll system has been implemented.

3.2 ***Leave Use and Accrual.*** The State Controller will maintain, through the use of I-Time and EIS, leave balances for PHD employees. The PHD's shall be solely responsible for ensuring PHD employees code leave taken and time worked in accordance with the policies of the PHD's, Idaho law, and the procedures and codes established by the State Controller. Leave balances will be maintained as follows:

- 3.2.1. ***Current Balances.*** Sick leave, vacation leave and compensatory leave balances accrued by PHD employees prior to March 1, 2022 will continue to carry forward after such date. All such accrued leave balances have been accepted the by PHD's for use by its employees after March 1, 2022 in accordance with this Agreement.
- 3.2.2. ***Sick Leave.*** Sick leave for eligible PHD officers and employees will accrue at the same rate and under the same conditions as is provided in Idaho Code sections 59-1605 and 67-5333 for non-classified state employees, with the following exceptions:
  - a. Reinstatement of sick leave credits in the event a PHD employee returns to employment within three (3) years of separation under Idaho Code section 67-5333(1)(c), or as may be amended, may only be allowed among the PHD's or to the PHD where the employee was previously employed, and if authorized by the PHD's. State agencies are not permitted to accept the reinstatement of sick leave credits from a PHD or its employee after March 1, 2022.
  - b. PHD employees may donate or transfer sick and vacation leave from one employee to another to the same extent and under the same conditions a non-classified state employee may donate or transfer sick and vacation leave, however such a donation or transfer may only be made between and among eligible PHD employees. State agencies are not permitted to accept the donation or transfer of sick or vacation leave from a PHD or its employee.
  - c. PHD's and their employees may participate in the sick leave account maintained by the Public Retirement System of Idaho (PERSI) and the unused sick leave benefit upon retirement as provided in Idaho Code section 67-5333(2), as permitted and under terms and conditions established by PERSI.

3.2.3. *Vacation Leave.* Vacation leave for eligible PHD officers and employees will accrue at the same rate and under the same conditions as is provided in Idaho Code sections 59-1606 and 67-5334 for non-classified state employees. The PHD's warrant to the State Controller that the Fair Labor Standards Act (FLSA) classifications of its employees that have been provided are correct and that the State Controller will be held harmless for any FLSA misclassification. The donation and transfer of vacation leave may only be made between and among eligible PHD employees under the same conditions and limitations set forth in Section 3.2.2. b.

3.2.4. *Compensatory Time.* PHD officers and employees will receive cash or accrue compensatory time for overtime work at the same rates and under the same conditions as is provided in Idaho Code section 59-1607 for non-classified employees. The parties recognize that a PHD employee's classification under the provisions of the FLSA determines the method and amount of compensation for overtime worked. The PHD's warrant to the State Controller that the FLSA classifications of its employees that have been provided are correct and that the State Controller will be held harmless for any FLSA misclassification.

- a. Paying cash compensation for overtime work for eligible PHD employees during unusual or emergency situations or disasters under Idaho Code sections 59-1607(5) and (7) does not require prior approval from the State Board of Examiners, unless state funds appropriated by the Legislature are used to pay such compensation, or otherwise required by law. Proper I-Time and IPOPS coding entries and approvals by the PHD's, as appropriate, are required.

3.2.5. *PHD Leave Policies.* On or before March 1, 2022, the PHD's shall establish and provide to the State Controller written policies and procedures for the payout, transfer, and use of sick leave, vacation leave, and compensatory time upon separation from employment within the parameters of Idaho statutes and this Agreement.

3.2.6. *Credited State Service (CSS) Hours.* As of March 1, 2022, PHD employees will no longer accrue CSS under Idaho Code sections 67-5332 and 59-1604. PHD employees may continue to earn credited service for continued employment with a PHD, under terms and conditions established by the PHD's, and which may be substantially equivalent to Idaho Code for state employees. PHD credited service may be used for the purposes of determining the accrual of vacation leave, sick leave and other applicable purposes consistent with this Agreement and Idaho Code.

3.3 *Earnings Codes and Time Worked.* The State Controller will maintain, through the use of I-Time, earnings codes for time worked by PHD employees. The PHD's shall be solely responsible for ensuring PHD employees code their time worked in accordance with the policies of the PHD's, Idaho law, and the procedures and codes established by the State Controller.

3.4 ***LUMA Implementation.*** The expected go-live date for the State Controller's new payroll system in LUMA is January 1, 2023. Provided this Agreement is still in effect at the LUMA system go-live, PHD's agree that they will transition with other state agencies to the LUMA system. The full functionality of the new LUMA payroll system for non-classified state employees will be available to the PHD's to process their payroll in accordance with this Agreement.

3.5 ***Payroll Deduction Processing.***

3.5.1 The State Controller will process the following payroll deductions for the PHD's in accordance with the State Controller's procedures for such deductions as if the PHD's were an agency of the State of Idaho during the term of this Agreement:

- a. Public Employee Retirement System of Idaho (PERSI) employer and employee deductions, including the PERSI unused sick leave deduction, as applicable.
- b. Tax deferred retirement plan employee deductions as established by PERSI (PERSI Choice 401(k)) and the State Legislature for state employees (457 Deferred Compensation). The deductions are calculated based on the PHD employee's voluntary participation in one or more of those plans;
- c. Office of Group Insurance health, dental and life insurance deductions. The deduction rates are those established by the State Department of Administration for State of Idaho employees;
- d. Office of Group Insurance flexible spending account deductions. The deduction rates are those established by the State Department of Administration for State of Idaho employees;
- e. Workers compensation insurance deductions;
- f. Unemployment insurance deductions;
- g. Voluntary deductions approved by the State Controller; and,
- h. Garnishments and other deductions as required by law.

3.5.2 ***Notice of Garnishments.*** In the event a PHD is served a notice of garnishment from any court of competent jurisdiction for the garnishment of any obligation owing to any PHD employee (wages, salary, payment for services), the PHD shall immediately provide the State Controller, without delay, the notice of garnishment and all papers served concurrently with the notice, including any fee provided for the garnishment, so the State Controller can properly answer and return such warrant.

3.6 ***Payroll Taxes and Governmental Deductions.*** The State Controller will continue to process employer and employee payroll taxes and government deductions and submit such  
INTERAGENCY AGREEMENT FOR  
PAYROLL AND ACCOUNTING SERVICES - 5

tax and deduction payments as if the PHD's were an agency of the State of Idaho, and continue to use the state Employer Identification Number (EIN), until the State Controller's new payroll system in LUMA is implemented and in use for state agencies. It is the intent of the parties that upon LUMA go-live, the PHD's employer and employee payroll taxes and government deductions will be submitted under their own EIN. As such, the PHD's shall perform the following prior to LUMA payroll system go-live (expected January 1, 2023):

- 3.6.1 Apply for its own EIN from the Internal Revenue Service and an Idaho State Tax Commission state account number, and communicate such EIN to the State Controller for proper submission of payroll taxes and government deductions.
- 3.6.2 Apply for all necessary approvals and designations from the State Social Security Administrator (State Controller) for the purposes of taking all necessary actions for the proper reporting of payroll taxes and social security benefits under its new EIN.

Upon receiving new EIN's from the PHD's, the State Controller shall perform the following:

- 3.6.3 Notify the Idaho State Insurance Fund that the PHD's have separated from the State of Idaho and apply for all necessary approvals and designations from the State Insurance Fund for the purposes of workers' compensation insurance coverage under new EIN's.
- 3.6.4 Notify the Idaho Department of Labor that the PHD's have separated from the State of Idaho and apply for all necessary approvals and designations from the Department of Labor for the purposes of unemployment insurance coverage under new EIN's.
- 3.5.3 Notify the Department of Administration, Office of Group Insurance the PHD's have separated from the State of Idaho for insurance premiums, flexible spending account deductions, and reporting requirements under the PHD's new EIN.
- 3.6.5 Establish, in conjunction with PERSI, and necessary procedures for the transition of PHD employees to PERSI coverage under the PHD's new EIN.
- 3.6.6 Notify the administrator of the State of Idaho's 457 Deferred Compensation plan the PHD's have separated from the State of Idaho and transition all participating PHD employees under the PHD's new EIN.

- 3.7 ***Employee and Employer IRS Forms.*** At the completion of each calendar year, the State Controller will produce W-2 and 1095C forms through the conclusion of the Final State Pay period for each Calendar Year this Agreement is in effect, and until this Agreement is terminated or expired.

#### **4. Accounting Services.**

- 4.1 ***Account with the State of Idaho, Office of the Treasurer.*** During the term of this Agreement, the PHD's shall maintain an account or accounts at the State of Idaho, Office of the Treasurer with sufficient funds to process payroll and to issue payments and warrants contemplated by this Agreement. The State Controller shall maintain records of deposits and distributions from such account(s) using the same processes and procedures used for State of Idaho accounts at the Office of the Treasurer.
- 4.2 ***STARS and Web-based Applications.*** Until the LUMA financial system is implemented (expected go-live date of July 1, 2022), PHD's will continue to have access to the State Controller's Statewide Accounting and Reporting System (STARS) and associated web-based applications to process its financial transactions the same as an agency of the state. The PHD's shall follow all State Controller policies and procedures concerning the security access to the State Controller's accounting systems, and shall abide by all statewide accounting policies regarding its use, including, but not limited to policies for financial reporting of transactions, reconciliation, encumbrances, and use of purchase cards. The PHD's will have access to STARS and its web-based applications until the LUMA financial system is implemented, at which time, the PHD's will transition with other state agencies to the LUMA system, and abide by the State Controller's policies and procedures attendant with the use of the LUMA system the same as agencies of the state.
- 4.3 ***IRS 1099 MISC Reporting.*** Until the LUMA financial system is implemented, State Controller will continue to report to the Internal Revenue Service reportable payments under the State of Idaho's federal tax identification number. After the LUMA financial system is implemented and the PHD's have transitioned, the PHD's shall report to the Internal Revenue Service reportable payments under its own federal tax identification number(s). The PHD's will have access to the full functionality of the LUMA financial system upon its implementation the same as an agency of the state. Upon the termination of this Agreement, the PHD's will continue to have access to review, approve, or revise its financial reporting for a reasonable period, but not less than \_\_\_\_ (time period, or retention of such records by the SCO).
- 4.4 ***Closing Summary of Accounts.*** Upon the termination of this Agreement, the State Controller will provide the PHD's with a summary of accounts and balances as of the date of termination. The PHD's and the State Controller will meet and confer concerning any discrepancies between PHD's records and the State Controller's records. If additional reconciliation or records are requested by the PHD's, the State Controller will provide a time and cost estimate for any such services.
- 4.5 ***P-Cards.*** In the event the PHD's intend to continue the utilization of the purchase card (P-card) agreement offered to state agencies through the Department of Administration,
- INTERAGENCY AGREEMENT FOR  
PAYROLL AND ACCOUNTING SERVICES - 7



the PHD's shall independently contract for that service with the Department of Administration. The PHD's shall abide by the State Controller's statewide policies regarding reporting and reconciling p-card transactions on the current STARS system and the LUMA financial system once implemented, the same as an agency of the state.

- 4.7 **Annual Comprehensive Financial Report.** Both parties acknowledge that the PHD's are not required to be included in the State of Idaho's fiscal year-end Annual Comprehensive Financial Report (ACFR). As such the PHD's will not be required to submit closing packages at fiscal year-end.
- 4.8 **Travel Express.** The PHD's will have access to the full functionality of the Travel Express module currently used by state agencies for reporting and reimbursement for employee business related travel, including meal per diem, mileage, lodging and other allowable travel reimbursement items. The PHD's will also have access to the full functionality of the substantially equivalent module within the LUMA financial system upon its implementation the same as an agency of the state. The PHD's understand that Travel Express and LUMA modules for business related travel reporting and reimbursement will be configured to the meal per diem rates, mileage and allowable travel expenses as approved by the State Board of Examiners for state agencies.

## 5. **Billing for Services.**

- 5.1 From the effective date of this Agreement until June 30, 2026, the PHD's will continue to pay each year the annual amounts calculated for their allocated share of costs under the State of Idaho's Statewide Cost Allocation Plan provided under Idaho Code section 67-353, for the services provided under this Agreement. The PHD's will continue to receive notice of their annual costs by \_\_\_\_\_, and shall pay said amounts in the same manner and time as if they were a state agency.
- 5.2 The State Controller will be seeking approval of a new cost recovery model for its new LUMA system by the Idaho State Legislature. The new cost recovery model will be designed to recover only the costs of operating the new system, which are not known at the time of executing this Agreement. Beginning July 1, 2026, the cost of services provided by the State Controller under the terms of this Agreement will be calculated under the new cost recovery model approved by the State Legislature for state agencies. The PHD's shall receive adequate notice of such costs, but no less than **180 days notice, certain date**.

### **DO WE NEED/WANT A PROVISION LIKE THIS:**

In the event one or more of the PHD's terminate their participation for services under this Agreement, the remaining PHD's may continue, however the parties understand and agree that such an event may prospectively change the costs billed for services. State Controller and remaining PHD's continuing services under this Agreement shall confer in good faith and establish any changes to the costs billed that may occur as a result. Not less than **180 days, certain date** notice of any change to the costs shall be provided to the remaining PHD's.



**6. Relationship of the Parties and Assignment of Liability.**

- 6.1 The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person. The State Controller and the PHD's shall be responsible to third parties under this Agreement only to the extent required by the Idaho Tort Claims Act and only for the acts, omissions or negligence of its own officers, employees or agents.
- 6.2 Neither the State Controller nor the PHD's has authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer- employee, master-servant, or principal-agent relationship between the parties in any respect.
- 6.3 The PHD's shall be solely responsible for the information submitted by the PHD's and its employees and agents to the State Controller and its statewide payroll and accounting systems. The PHD's shall defend and hold harmless the State Controller against any claims that arise from the submission or omission of information to the State Controller by the PHD's, its employees or its agents.
- 6.4 Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claim.
- 6.5 Upon termination or expiration of this Agreement, PHD's records maintained by the State Controller (personnel, payroll, and financial) shall be accessible via the SCO IBIS web-based application, or the LUMA system reporting application. Such access shall be reasonably granted by the State Controller to designated personnel of the PHD's for a period of time not less than 2 years from the end of the Transition Period, but no longer than the period of time such records are retained by the State Controller. The access is being provided to PHD's for the purpose of transferring employee and payroll information from the State Controller to the PHD, financial auditing, complying with legal requests and liabilities, and statutory reporting. The PHD's will reimburse the State Controller for any direct costs of such records, including materials and supplies and intra-agency and inter-agency charges for information technology and staff resources.
- 6.6 **Notices.** Any notice given under the terms of this Agreement shall be in writing and shall be deemed delivered upon depositing of notice in the United States mail, postage prepaid, addressed to the other party at the addresses set forth below, or

upon personal service. Such addresses may be changed from time to time by either party through notice to the other party.

State Controller: Office of the State Controller  
Attention: Scott Smith  
P.O. Box 83720  
Boise, Idaho 83720-0011

With a copy to: Office of the State Controller  
Attention: Brian Benjamin  
P.O. Box 83720  
Boise, Idaho 83720-0011

PHD's: Public Health District  
Attention:

With a copy to:

- 6.7 **Waiver.** The waiver by either party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 6.8 **Modification.** No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
- 6.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the PHD's and the State Controller.
- 6.10 **Survival.** Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of section 6.
- 6.11 **Officials Not Personally Liable.** In no event shall any official, officer, or employee of the State of Idaho or of the State Controller or the PHD's liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.
- 6.12 **Attorneys' Fees.** In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be

awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

- 6.13 ***Legal Compliance.*** The parties shall comply with all applicable requirements of federal and state statutes, rules, and regulations in their performance under this Agreement. Nothing provided herein shall require a party to act in violation of applicable requirements of federal and state statutes, rules and regulations and the refusal to act in violation of such laws shall not be a breach of this Agreement.

IN WITNESS WHEREOF, have entered into this Agreement as of the date set forth below and caused this Agreement to be executed in duplicate originals by their duly authorized representatives as set forth below.

STATE OF IDAHO, OFFICE OF THE STATE CONTROLLER

\_\_\_\_\_  
Joshua C. Whitworth, Chief Deputy Controller

\_\_\_\_\_  
Date

PUBLIC HEALTH DISTRICT\_\_\_\_

\_\_\_\_\_  
(Name), Director

\_\_\_\_\_  
Date

PUBLIC HEALTH DISTRICT\_\_\_\_

\_\_\_\_\_  
(Name), Director

\_\_\_\_\_  
Date



## Legislative Update – Week 1

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### State of the State Address

On Monday, January 10th, Governor Brad Little gave his State of the State Address. Governor Little addressed the difficult years we have endured as a state, but gave special recognition and appreciation to the healthcare, public health, and education professionals for their hard work and service. Governor Little was optimistic in his speech, emphasizing our strong economy, low unemployment rate, balanced budget, and a record surplus of \$1.9 billion “and counting”. He compared Idaho’s surplus to the national debt, criticizing the federal government for over-regulation and increased taxes.

The Governor highlighted two new initiatives:

**Operation Esto Perpetua** (Idaho’s state motto) aimed at bringing law enforcement and communities together to fight the impact of illegal drugs. More details will be coming on this.

**Leading Idaho** is a plan to use surplus funds to make important investments in law enforcement, National Guard, and election security. Included in this plan is \$1 billion in income tax relief over the next 5 years, \$75 million in improving services to Veterans, \$400 million in road and bridge improvements, \$50 million in behavioral health, and continued investments in clean and plentiful water, improved broadband access, increased medical capacity, better access to outdoor recreation, improving land and fire management. [Here is a link](#) to the budget details.

Other healthcare focused aspects of the Leading Idaho plan are:

1. Increasing healthcare capacity by investing in health professional education:
  - a. Adds \$729k in 14 new medical residents to address the shortage of physicians in the state and continue implementation of the 10-year Graduate Medical Education plan.
  - b. Expands the capacity of health profession programs at Boise State University (\$1.5 million) and the nursing program at Idaho State University (\$773k), building on Governor Little’s efforts to expand nursing programs last year at the state’s community colleges and Lewis Clark State College.
  - c. Invests \$10 million in the health professions building at the College of Western Idaho which will increase the healthcare program’s new student capacity by 64% for nursing, occupational therapy, and medical assistants, among other health professions.
2. Returns a net of \$94.5 million of taxpayer dollars to the General Fund from the Medicaid program.

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3. Invests \$25 million of Medicaid savings into the state's High Risk Reinsurance Pool, which will lower premiums on the individual market by an estimated 7%.
4. Provides \$5 million to senior centers to ensure essential services can be delivered across the state, and \$720k for respite services for vulnerable seniors.
5. \$6.5 million to staff and operate the new veterans' home in Post Falls.
6. Enhances the child welfare system by augmenting staffing with 21 social workers and 3 psychosocial rehabilitation specialists, while providing a 7% equity increase for safety assessors and case managers.

The plan also includes an additional \$1.1 billion over the next five years to improve Idaho's education, as well as \$47 million added to ongoing funding to the literacy programs across Idaho. He also introduced the "Empowering Parents Grant" that will help with computer, tutoring, internet connectivity, and other student needs.

You can read Governor Little's full State of the State Address [here](#).

## Education Standards

This week, Rep. Lance Clow (R – Twin Falls) introduced two bills to replace Idaho's education standards which are heavily based on Common Core. One is a concurrent resolution that scraps the standards and, if passed, would not require the Governor's signature. The second bill would force the State Board of Education to move the standards through the administrative rules process so that they could be in place by 2024. The standards are already written and ready for review. Hearings are expected within the next few weeks.