

Board of Health Meeting Tuesday, October 25, 2022, 9:00 a.m. 13307 Miami Lane, Caldwell, ID 83607

Public comments specific to an agenda item for the October 25, 2022 Board of Health meeting can be submitted <u>here</u> 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, October 24, 2022.

***Meeting Format**: In-person attendance at the meeting will be limited. Anyone unable to attend the meeting inperson is invited to view the meeting on their own device through live streaming available on <u>the SWDH You</u> <u>Tube channel</u>.

Agenda

<u>A = Board A</u>	Action Required <u>G = Guidance</u>	I = Information item
9:00 A	Call the Meeting to Order	Chairman Bryan Elliott
9:02	Pledge of Allegiance	
9:03	Roll Call	Chairman Bryan Elliott
9:05 A	Request for Additional Agenda items; Approval of Agenda	Chairman Bryan Elliott
9:10	In-Person Public Comment	
9:15 I	Open Discussion	SWDH Board Members
9:20 A	Approval of Minutes – September 22, 2022	Chairman Bryan Elliott
9:25 I	Introduction of New Employees	Division Administrators
9:35 I	September 2022 Expenditure and Revenue Report	Troy Cunningham
9:45 A	Vehicle Donation Request	SWDH and Lifeways Staff
10:00 I	Court Appointed Special Advocates (CASA) Overview	Bekah Bowman
10:20	Break	
10:35 I	Youth Behavioral Health Update	Nikki Zogg
10:50 A	Partnership for Success Subgrant	Nikki Zogg
11:00 A	Safe Teen Advisory Committee Nomination Approval	Savannah Swisher
11:10 I	Executive Council Update	Nikki Zogg
11:20 A	Youth Crisis Center Facility Lease Negotiations	Nikki Zogg
11:35 I	Director's Report	Nikki Zogg
	Public Health Symposium	
11:40	Executive Session pursuant to Idaho Code 74-206(c)	
11:55 A	Action taken as a result of Executive Session	
12:00	Adjourn	

NEXT MEETING: Board of Health Meeting: Tuesday, November 15, 2022 – 9:00 a.m. - 11 a.m. Public Health Symposium: Tuesday, November 15, 2022 – 11:00 a.m. - 1 p.m.

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



BOARD OF HEALTH MEETING MINUTES Thursday, September 22, 2022

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 – present Sam Summers, MD, Physician Representative – not present Bryan Elliott, Commissioner, Gem County – not present

STAFF MEMBERS:

In person: Nikki Zogg, Katrina Williams, Josh Campbell, Colt Dickman, Rick Stimpson, Charlene Cariou, Savannah Swisher, Josh Campbell, Doug Doney, Colt Dickman

Via Zoom: Troy Cunningham, Jeff Renn

GUESTS: Cameron Gilliland, Idaho Department of Health and Welfare

CALL THE MEETING TO ORDER

Vice-Chairman Kelly Aberasturi called the meeting to order at 9:02 a.m.

PLEDGE OF ALLEGIANCE

Meeting attendees participated in the pledge of allegiance.

ROLL CALL

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

REQUEST FOR ADDITIONAL AGENDA ITEMS; APPROVAL OF AGENDA

Vice-Chairman Kelly Aberasturi asked for additional agenda items. Board members had no additional agenda items or changes to the agenda.

MOTION: Commissioner Smith made a motion to approve the agenda as presented. Commissioner Purdy seconded the motion. All in favor; motion passes.

IN-PERSON PUBLIC COMMENT

One member of the public attended. No in-person public comment was provided.

OPEN DISCUSSION

Nikki provided follow-up information to Dr. Summers' polio wastewater testing inquiry last month. Nikki visited with the Idaho Bureau of Laboratories and at this point no polio wastewater surveillance testing is anticipated due to interpretation limitations of the current tests available.

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APPROVAL OF MEETING MINUTES – AUGUST 23, 2022

Board members reviewed meeting minutes from the meeting held August 23, 2022.

MOTION: Commissioner Smith made a motion to approve the August 23, 2022, Board of Health meeting minutes as presented. Commissioner Purdy seconded the motion. All in favor; motion passes.

INTRODUCTION OF NEW EMPLOYEES

Division administrators introduced new employees.

AUGUST 2022 EXPENDITURE AND REVENUE REPORT

Troy Cunningham, SWDH Financial Manager, presented the August 2022 Expenditure and Revenue Report. The target at this point in the fiscal year is 16.7%. County contributions are slightly up due to one county payment from last fiscal year being credited in this fiscal year rather than last fiscal year. Interest revenues continue to be high based on the market. There have been no capital outlay expenses yet this fiscal year, which puts the overall operating costs at 12.4% and contributes to expenditures showing as lower than revenues. Troy anticipates as projects begin and personnel are onboarded that these percentages will level out. Troy also presented graphics showing revenue and expenditure trends are on track when compared to Fiscal Year 2022.

QUARTERLY CONTRACTS UPDATE

Troy provided a quarterly contract update showing contracts in place and updated balances. Board members asked for clarification on the status of the Partnership for Success Grant. Nikki explained that the Behavioral Health Board is deciding whether they will write a letter to Office of Drug Policy (ODP) indicating their continued support of partnering with SWDH in order to continue to receive funding through this fiscal year.

FIT AND FALL PROOF REPORT

Daniel Adams, Health Education Specialist, Sr., provided a report on the Fit and Fall Proof program, a free exercise-based fall prevention program for older adults in Idaho. Classes are located across the six-county region SWDH serves and are offered at churches, senior centers, club houses, schools, and more. Classes are open to all ages and registration is not required.

Board members asked for tips on how to approach parents or loved ones to gently suggest they may benefit from these Fit and Fall Proof classes. Daniel suggested beginning conversations to break down the stigma and also working with health care providers to request fall risk assessments.

Board members participated in an abbreviated Fit and Fall proof course.

EMPLOYEE RETENTION UPDATE

Sarah Price, Human Resources Specialist, Senior, provided a brief employee retention update. Sarah reported that employee turnover has decreased. In addition, six new positions have been created including five in Environmental and Community Health Services and Family and Clinic Services. The time to fill a position is an average of 35 days. Sarah also provided statistics regarding local inflation rates.

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CLINIC FEE FORMULA

Rick Simpson, Clinic Manager, presented a clinic fee formula proposal to account for fluctuations in vaccine costs. Rick asked for approval to adjust the fee schedule when the variable cost item increases or decreases more than 3% in accordance with that percentage of change.

Rick provided an example of a Measles Mumps and Rubella (MMR) vaccine increase. He also used fluoride as an example of a cost decrease. The sliding fee scale still remains in place.

MOTION: Commissioner Smith made a motion to approve the clinic fee formula adjustment request as presented. Commissioner Purdy seconded the motion. All in favor; motion passes.

CHILD WELFARE OVERVIEW

Cam Gilliland, Administrator, Division of Family and Community Services, Idaho Department of Health and Welfare (IDHW), provided an overview of the Child Welfare system. The program serves children who are victims of neglect, abuse, or abandonment. Cam emphasized that no child comes into child welfare based on child welfare staff's determination. A child comes into child welfare based on the request of law enforcement or upon determination by a judge. The program uses a family-centered approach that works toward the goal of strengthening and reuniting families safely. Safety is the primary focus.

Cam also shared challenges with District 3 child welfare case response. Staff shortages have led to cases being in the system longer than ideal. To address these challenges, IDHW has implemented compensation bonuses to encourage staff retention and have also secured a significant pay raise. To address the needs immediately, people from around the state were brought in to help respond.

Having enough foster homes is another challenge. To help address this need, two short-term rentals are being staffed to use as temporary placement of difficult children.

Board members asked if this also includes the foster care program. The program Cam works with is responsible for safety, well-being and permanency of children that come into the care of IDHW. Board members also asked how quickly a child is connected with a guardian ad litem. Cam will follow up with the court system and respond via email with an answer.

Commissioner Smith requested a presentation by Court Appointed Social Advocates (CASA). Nikki will reach out and invite CASA to the October Board meeting.

CO-LOCATION WITH NAMPA FAMILY JUSTICE CENTER

Nikki explained that Nampa Family Justice Center (NFJC) reached out to ask if the SWDH medical director might have availability to provide oversight for their agency's nurses who work as Sexual Assault Nurse Examiners (SANE). Nampa Family Justice Center is moving the SANE program in-house. Historically, the program as been run out of the emergency departments, which is not the best practice. The medical director's role will be to provide oversight for prescribing medications and treatments. Following this request, SWDH has been in conversations with NFJC and the Board of Pharmacy. Our medical director is in favor of assisting in this role and NFJC will reimburse SWDH for the costs. Southwest District Health is considering co-locating a pharmacy at NFJC in order for post-exposure prophylaxis and treatment to be dispensed onsite. In addition, SWDH receives discounted medication prices that would be beneficial to NFJC and those being served at the center.

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Nikki asked for Board member input as SWDH moves forward to providing this support to the NFJC. Board members asked if we would lease space or if we would use existing staff. Nikki clarified that the only staff time required is the time of the medical director and some administrative time to manage the pharmacy. Existing staff will be used and no lease will be required.

Board members support this co-location. Nikki will proceed with working out an agreement with NFJC. Should challenges be encountered Nikki will bring the issues back to the Board for review and guidance.

DISPOSAL OF SHUTTLE TO BREAKING CHAINS ACADEMY

Southwest District Health received a shuttle donation from St. Luke's prior to the onset of the pandemic and has not used the shuttle for mobile services as initially anticipated. Family and Clinic Services staff are working to coordinate services being delivered through partnerships. Nikki reached out to St. Luke's to ask for options for another agency who may use it. Breaking Chains Academy recently lost use of their van due to mechanical issues and the van will help eliminate student transportation barriers. Nikki has visited with SWDH legal counsel to confirm that donations to a 501(c)(3) are allowable. Nikki asked for approval to donate the shuttle to Breaking Chains Academy.

MOTION: Commissioner Purdy made a motion to donate the shuttle to Breaking Chains Academy. Commissioner Smith seconded the motion. All in favor; motion passes.

DIRECTOR'S REPORT

Public Health Symposium

Southwest District Health will hold its fourth annual Public Health Symposium in November following the Board of Health meeting. The topics will center around youth behavioral health as well as some environmentally focused topics.

EXECUTIVE SESSION

At 11:27 Commissioner Smith made a motion to go into Executive Session pursuant to Idaho Code 74-206(c). Commissioner Purdy seconded the motion. Roll was taken. All in favor.

At 12:04 p.m. Board members came out of Executive Session.

No action was taken as a result of the Executive session.

There being no further business, the meeting adjourned at 12:08 p.m.

Respectfully submitted:

Approved as written:

Nikole Zogg
Secretary to the Board

Bryan Elliott Chairman Date: October 25, 2022



General Operating Fund

LGIP Vehicle Replacement

Millennium Fund

LGIP Operating

LGIP Capital

FY Beginning

113,540 \$

4,033,668 \$

1,299,174 \$

5,546,282

99,899 \$

- \$

\$

\$

\$

\$

\$

\$

Total \$

Month Ending

76,580

69,309

4,072,261

1,299,174

5,617,566

100,243

SOUTHWEST DISTRICT HEALTH

BUDGET REPORT FOR FY2023

Cash Basis

Target 25.0%

Income Statement Infor	mat	ion	
		<u>YTD</u>	<u>This month</u>
Net Revenue:	\$	2,501,198	\$ 699,064
Expenditures:	\$	(2,591,590)	\$ (1,015,167)
Net Income:	\$	(90,392)	\$ (316,103)

Revenue															
	Admin	Cli	nic Services	C	Env & Community Health	General Support	Crisis Center		Total			YTD	т	otal Budget	Percent Budget to Actual
County Contributions	\$ 186,834	\$	-	\$	-	\$ -	\$	-	\$	186,834	\$	703,861	\$	2,784,813	25%
Fees	\$ -	\$	23,136	\$	86,498	\$ 150	\$	-	\$	109,784	\$	332,754	\$	1,879,344	18%
Contracts	\$ -	\$	95,927	\$	286,920	\$ -	\$	-	\$	382,848	\$	1,430,524	\$	7,618,832	19%
Sale of Assets	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	20,000	0%
Interest	\$ 8,863	\$	-	\$	-	\$ -	\$	-	\$	8 <i>,</i> 863	\$	18,936	\$	8,000	237%
Other	\$ -	\$	1,121	\$	9,583	\$ 31	\$	-	\$	10,735	\$	15,122	\$	374,828	4%
Monthly Revenue	\$ 195,697	\$	120,185	\$	383,001	\$ 181	\$	-	\$	699,064	\$	2,501,198	\$	12,685,817	19.7%
Year-to-Date Revenue	\$ 722,797	\$	581,756	\$	1,048,972	\$ 1,942	\$	145,730	\$	2,501,198			DI	RECT BUDGET	
Budget	\$ 2,959,730	\$	2,722,777	\$	6,125,068	\$ 20,000	\$	858,242	\$	12,685,817	685,817 DIRECT BUDGET				
	24.4%		21.4%		17.1%	9.7%		17.0%		19.7%					

Expenditures																
	Admin	Cli	nic Services	c	Env & Community Health		General Support		Crisis Center		Total		YTD	Т	otal Budget	Percent Budget to Actual
Personnel	\$ 39,047	\$	286,076	\$	402,152	\$	145,438	\$	5,565	\$	878,278	\$	2,020,293	\$	9,091,815	22%
Operating	\$ 1,390	\$	31,377	\$	37,191	\$	51,821	\$	15,109	\$	136,888	\$	571,297	\$	3,104,001	18%
Capital Outlay	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	410,000	0%
Trustee & Benefits	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	80,000	0%
Monthly Expenditures	\$ 40,437	\$	317,453	\$	439,343	\$	197,259	\$	20,674	\$	1,015,167	\$ 2,591,590 \$ 12,685,817				20.4%
Year-to-Date Expenditures	\$ 29,793	\$	835,171	\$	1,027,591	\$	521,791	\$	103,454	\$	2,517,800					
Budget	\$ 579,815	\$	3,557,175	\$	5,555,688	\$	2,152,285	\$	840,854	\$	12,685,817	DIRECT BUDGET				
	5.1%		23.5%		18.5%		24.2%		12.3%		19.8%					

YTD REVENUES with Prior Year Comparison



Sep-22

YTD EXPENDITURES with Prior Year Comparison



Sep-22





Sep-22

Southwest District Health Summary of Restricted and Committed Funds - FY 2023

Cash on hand

Restricted Funds - Cash on hand from third party restricted by contract, grant, or donation terms Note: Restricted fund balances carry from year to year until expended or grant ends

Committed Funds - Cash on hand committed by the Board of Health for a specific purpose

Fund Balances as of last prior month reported

	Restricted Funds	Committed Funds
Fund 0290		
Behavioral Health	\$6,938	
Blue Cross Grant (new FY22)	\$58,593	
Citizen's Review Panel	\$12,426	
City Of Nampa	\$9,000	
Crisis (CFAC)	\$28,571	
IAEYC School Supplies	\$671	
OPIOID Settlement	\$114,204	
Tobacco Cessation (Was Fund 0499)	\$102,321	
United Way Grant	\$1,750	
Youth Vaping (Personnel)	\$70,450	
Technological Improve	ments	\$61,762
Employee Development & Engag	ement	\$44,116
County Collabor	ations	\$70,000
27th Pay F	Period	\$242,576
Facility Improver	ments	\$810,479
	\$404,924	\$1,228,933
Fund 0499		
Youth Vaping (Operating)	\$69,309	
Total Restricted/Con	nmitted: \$1,70	03,166



WESTERN IDAHO COMMUNITY CRISIS CENTER

SERVING REGION III:

ADAMS, CANYON, GEM, PAYETTE, OWYHEE AND WASHINGTON COUNTIES

HISTORY OF WIDCCC

- WIDCCC opened in April 2019
- WIDCCC serves primarily Region III but is open to all individuals in crisis
- Funded by legislature and overseen by Southwest District Health
- Open as a trauma informed alternative and cost savings measure to ERs and jails

WIDCCC PHILOSOPHY

- Minkhoff model "no wrong door" approach
- Immediate, compassionate care
- Resources to promote recovery
- First steps to stability

SERVICES

- Basic medical screening
- Mental health evaluation
- Crisis intervention and brief therapy
- Case management and peer support
- Resources and support for substance use and mental health
- Assistance and advocacy in accessing community providers and resources
- Non-medical detox

CRITERIA FOR ADMISSION

- Experiencing a mental health and/or substance use crisis need
- Voluntary
- Medically stable
- Not a threat to self or others
- Be 18 years of age or older

HISTORY OF TRANSPORTATION NEEDS

- Rurality of Region III and Eastern Oregon makes transportation challenging and costly
 - Bus routes are helpful but do not meet all the needs of clients
 - Bus routes can be confusing
 - Bus routes are often not available after hours
- IROC grant
- Taxi services/Uber medical/Lyft medical are costly and cannot contract directly
- MTM unreliable

TRANSPORTATION UTILIZATION - 2022

Month	Census	# of Trips	Secure Psych	% of Trips	COST
Feb 2022	103	16	0	15.5%	\$1597.00
Mar 2022	128	33	3	25.8%	\$3510.00
Apr 2022	104	6	0	5.8%	\$1955.00
May 2022	95	21	I	22.1%	\$1851.00
Jun 2022	116	4	0	3.4%	\$534.00
Jul 2022	101	19	0	18.8%	\$4324.00
Aug 2022	208	11	0	5.3%	\$1777.00
Sep 2022	97	16	4	16.5%	\$534.00
TOTALS	952	156	8 (0.05%)	16.4%	\$16,082.00

NEEDS FOR TRANSPORTATION

- Current transportation option is costly and often lengthy
- Additional transportation options are needed, especially for rural areas
- Trauma informed to have less secure transport if qualified and safe
- Pilot project for safety concerns with vehicle donation
- Move to having staff on call for transportation 24/7
- Move to hiring a case manager/peer support personnel for 24/7 transportation needs



CASA OF SOUTHWEST IDAHO

with Southwest District Health

OUR MISSION

CASA of Southwest Idaho exists to serve children who have been abused and neglected and are placed in foster care. We come alongside every child 0-18 years old to provide best-interest advocacy through a caring and invested CASA volunteer the entire time a child is in care. It is our vision to see all children in foster care thrive in safe, nurturing, loving, and permanent homes. We serve in Adams, Canyon, Gem, Payette, Owyhee, and Washington County.



OUR CORE VALUES

With **courage**, we trailblaze the best outcomes for children and their families.

We show up with deep **care** for the child and their potential to heal and thrive.

We **cultivate** meaningful conversation and collaboration to help change a child's story.

CASA/GAL Best-Interest Advocacy



RECOMMEND

Speak up for the child's best interests in court. Make recommendations regarding the child's placement and needed services, and monitor the child's situation until the case is released by the court.

FY 2022 at a glance



23 CHILDREN FOUND THEIR FOREVER HOME

FY 2022 Funding Sources

Grants: 76% Fundraisers: 11% Individual Donors: 8% Corporate Donors: 3% Foundations: 2%



TOTAL RAISED IN FY22 = \$569,545

Goals for FY23



Children waiting for a CASA Volunteer to be their voice

More CASA Volunteers needed





81

Additional fundraising dollars needed to fully fund advocacy efforts for fiscal year 2023

HOW YOU CAN PROPEL THIS MISSION FORWARD

- Help us connect to your community members and local businesses
- Attend our annual Lift Up a Child Gala in February and bring your business colleagues



THE IMPACT OF A CASA VOLUNTEER

When I did my first home visit with 8 year old Kaden*, I asked him to tell me his favorite part of the day at school, hoping to gain some insight into his likes and interests. His face lit up and he said, "Well today I FINALLY got to go to PE again!"



When I inquired about why he hadn't been able to go to PE, he said

"I can't go cuz I don't have my inhaler, and a lot of times I have to leave for my appointment."

It turns out that Kaden had been sitting on the bleachers during PE, unable to participate because the school was concerned he would have an asthma attack. Additionally, he was being pulled out of school twice a week for counseling, so he frequently missed PE, Music, Library, and Art, and Recess. I also learned that he did not have any extra clothes that fit him!

I spent the afternoon making calls. I called his pediatrician to see how to refill the inhaler and learned he had been discharged from the practice because of multiple missed appointments. I began the search for a new medical provider. I put in an online clothing order with a local nonprofit organization called The Wardrobe. I searched for a counselor who could partner with the school more effectively and forwarded the necessary forms to his caseworker to fill out. His caseworker and I were able to find a counselor who could provide more effective sessions in the school setting rather than having to pull him out of school twice a week. He went from missing 180 minutes of school each week to just 60 minutes of pulled out time.

A family member was able to bring an inhaler to school so Kaden could participate in PE. He was established with a wonderful pediatrician centrally located between his school, his grandma's house, and his foster mom's house so continued care was possible.

The school nurse allowed him to re-join his class and the next time I visited him he was glowing when he told me about playing basketball. He told me he would probably be a professional basketball player because he was already the tallest kid in his class, and that meant that he could almost touch the bottom of the net when he jumped as high as he could.

There are still lots of transitions happening in Kaden's world, but I am able to help bridge the gap and make introductions, and update the decision makers in Kaden's life on some of the relevant history.

Through various community partners including Pathways, and The Wardrobe, Kaden's educational needs, behavioral health needs, medical needs, and food and shelter needs are being met effectively, and all Kaden has to worry about is making more baskets and working his way into the professional basketball arena.

Thank you!

R



Youth Behavioral Health

10.25.2022

HEALTHIER TOGETHER

SWDH.ORG

Focus Areas

 Provide a safe environment and supervision for children when a parent/guardian needs to access to healthcare

Adults in Crisis



 Provide a neutral, unbiased approach to identifying needs that exist for youth and families and connect them to the best resources and services

Prevention

 Provide 24/7/365

 access to behavioral health services for youth experiencing a mental health or substance use crisis

Youth in Crisis





Childcare Services for Adults in Crisis

Problem: there is a barrier to receiving adult crisis services when a parent or guardian does not have a safe place to leave their child while they seek services or treatment

Goals	Partners/ Collaborations	Funding Opportunities & Status
Implement a pilot project to provide childcare services for adults needing to access crisis behavioral health services and other medical services (e.g., cancer treatment, dialysis, substance use treatment, reproductive health, etc.), but have no safe place to leave their children will they seek care/treatment	 WICAP Western Idaho Community Crisis Center (Lifeways) Idaho Association for the Education of Young Children SWDH 	 United Way of the Treasure Valley – SWDH awarded \$7,000 PacificSource – submitted by Lifeways PacificSource Foundation – submitted by WICAP Optum – No funding currently available, invited to apply in 2023 St. Luke's Community Health – submitted by SWDH



Safe Teen Assessment Center

Problem: increasing trends in child abuse, neglect, youth violence, and self-harm/suicidal ideation among youth

Goals	Partners/Collaborations	Status
To reduce juvenile justice and child welfare involvement by addressing gaps in the system, improving coordination among existing resources, and investing in the expansion of some services through the implementation of a safe teen assessment center model.	 Youth/family-focused organizations Schools Juvenile justice Law enforcement Courts Healthcare/behavioral health SWDH IDHW, Division of Behavioral Health 	 Project manager hired Advisory committee actively meeting Sub-grants all awarded Sub-grantees hiring staff and completing training Tentative implementation date: November 1 now December 1



Youth Crisis Center

Problem: there is a lack of resources and access for youth experiencing a behavioral health (mental health and/or substance use) crisis

Goals	Partners/Collaborations	Funding Opportunities & Status
 Establish a youth crisis center that will provide short-term placement up to 23 hours and 59 minutes for youth experiencing a behavioral health crisis. Reduce hospitalization, criminal charges, domestic violence, child abuse, and the need for residential treatment. Provide a safe space for de- escalation, care, and treatment 	 Youth and family-focused organizations Schools Juvenile justice Law enforcement Healthcare/behavioral health Canyon County Cities – Nampa and Caldwell SWDH Local leaders and legislators 	 Facility identified – negotiating lease terms Idaho Department of Juvenile Corrections – application due November 4 – requesting \$1.1 million Canyon County - \$600,000 verbal commitment Nampa City – request for \$150,000 Caldwell City – request for \$50,000 SWDH – TBD (source – opioid settlement) Healthcare systems – pending request Two architecture firms have volunteered their services Other organization/business donations



Discussion and Questions



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Healthier Together

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is by and between the Idaho Office of Drug Policy (ODP) and **Southwest District Health** (the "Fiscal Agent") and **the Region 3 Behavioral Health Board** (the (Sub-recipient").

Section 1: Delivery of Services

- 1.1 Grant Award Period-The term of this agreement is October 1, 2018 -June 30, 2023. Services shall begin no sooner than October 1, 2018 and will terminate June 30, 2023. ODP will NOT pay for any services delivered prior to October 1, 2018 or after June 30, 2023.
- **1.2 Grant Services** The Sub-recipient shall deliver services in approved action plans as outlined in the Grant Allocation Summary attached hereto and incorporated by this reference. The parties may amend the Agreement from time to time if needed, in order to accurately reflect the services provided by the Sub-recipient.
- **1.3 Sub-recipient Role** ODP requires the Sub-recipient to deliver the services as outlined in the Agreement. The Sub-recipient may not transfer, subcontract, or delegate its obligations to any third parties without ODP's written consent. Failure to abide by this restriction may result in termination of the Agreement, or any other remedies available to ODP.
- **1.4 Fiscal Agent Role** The Fiscal Agent shall agree to perform all the requirements listed in the Special Terms and Conditions, attached hereto and incorporated by reference.

Section 2: Terms of Funding

- 2.1 Use of Funds The Sub-recipient agrees that funds will be used only for the approved cost categories shown on the approved budget; however, the Sub-recipient may make budget changes within the approved cost categories not to exceed a cumulative total of 2% of the annual grant award amount per year during the grant award period. Any changes in excess of 2% or outside of an approved budget category must be requested by the Sub-recipient and approved by ODP in a written notice prior to incurring cost. Indirect costs may not exceed the amount set forth in the Grant Allocation Summary.
- 2.2 Payment of Grant Funds ODP will pay the Sub-recipient within 45 days of receipt of invoice contingent upon the completion of the agreed upon services, entry of required data into the data management system, and compliance with the Special Terms and Conditions listed in this Agreement. Training regarding data entry and the data management system will be scheduled after November 1, 2018. ODP will pay the Sub-recipients for services delivered within 45 days of the date of invoice, provided all required documentation of services and data entry requirements are met.

Section 3: Roles and Responsibilities

- **3.1 Relationship** The Sub-recipient's relationship with ODP will be that of a grantee. Nothing in this Agreement creates a partnership or employer-employee relationship between the parties. ODP will not obtain workers' compensation insurance for Subrecipient or its employees and is not a "statutory employer" of Sub-recipient or its employees.
- **3.2** Taxes and Record Keeping The Sub-recipient is solely responsible for filing all tax returns to any federal, state, or local tax authority. Additionally, the Sub-recipient must maintain and provide to ODP, upon request, all documentation supporting the Sub-recipient's request for payments.
- **3.3 Review** -All records and documents related to this Agreement, including but not limited to fiscal records, shall be available for review, audit, and copying by ODP, and by state and federal inspectors or auditors for the period of 3 years, beginning September 2018.

Section 4: Termination

- **4.1 Termination of Agreement** If the Sub-recipient or the Fiscal Agent fails to provide any of the services outlined in this Agreement, ODP shall meet with the Sub-recipient and Fiscal Agent and may provide written notice to require any of the following: 1) require the Sub-recipient to make corrective action to ensure compliance with the Agreement; 2) reduce the funding allocation to more adequately reflect the services that will be provided, as determined by ODP in its sole discretion; 3) terminate this Agreement; or 4) pursue any other remedy available at law or in equity.
- **4.2 Participation of Subrecipient and Fiscal Agent Required** The Subrecipient and Fiscal Agent warrant and represent that each is able to and shall complete the services and requirements in this Agreement, including the Special Terms and Conditions. Non-participation or failure of either party to complete these requirements shall result in termination of the Agreement.

Section 5: Insurance

5.1 Insurance - The Sub-recipient shall maintain comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. Sub-recipient shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code§ 6-924 as amended from time to time, as well as worker's compensation coverage for its employees as required by Idaho Code§ 72-301 as amended from time to time. Sub-recipient's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account. Sub-recipient shall cover its liability for worker's compensation through the State ofIdaho's State Insurance Fund. Upon written request, Sub-recipient shall furnish ODP with documentation evidencing the insurance required by this Agreement.

Section 6: Allocation of Liability

6.1 Allocation of Liability - Each party shall be responsible only for liabilities associated with the conduct of its own officials, employees, agents and volunteers, subject to the provisions of the Idaho Tort Claims Act, Idaho Code section 6-901 through 6-929. Each party will defend the other party against any claims that arise solely from alleged wrongful acts, omissions or negligence of the defending party in the course of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. 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. The parties acknowledge that, if both parties participate in the State of Idaho Risk Program, any tort liability claim, suit or loss arising from this Agreement shall be allocated in accordance with law by the Office of Risk Management for purposes of the respective loss experiences and subsequent allocation or self-insurance assessments. Any party participating in the State of Idaho Risk Program shall notify such program in the event it receives notice or has knowledge of any claims arising out of this Agreement.

Section 7: Assurances

- 7.1 Authority- The Sub-recipient and Fiscal Agent represent that the individual signing this Agreement has authority to bind the Sub-recipient or Fiscal Agent to the terms of this Agreement.
- **7.2 Assurances** Sub-recipient assures ODP that all activities performed under this grant will conform to the following ODP Substance Abuse Prevention Services program standards:
 - 7.2.1 Assurance of Compliance with Record Keeping/Data Collection Standards -The Sub-recipient will maintain detailed records on all grant funded activities, which indicate the date, time, number of participants reached, and nature of services delivered under the grant award. The Sub-recipient will be required to collect evaluation data on all projects and submit that data to ODP via a data management system. These records shall be subject to inspection by ODP. ODP has the right to audit reimbursement requests both before and after payment and to contest any billing or portion thereof.
 - **7.2.2** Assurance of Compliance with Idaho State Laws The Sub-recipient assures ODP of its commitment to abide by all applicable state and federal laws, rules, regulations, and executive orders of the Office of the Governor of the State of Idaho, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Sub-recipient assures ODP that no person in the State of Idaho shall, on the grounds of race, color, religion, sex, national

origin, age, or disability, be excluded from employment with or participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity performed under a grant award(s) entered into pursuant to this Agreement.

- **7.2.3** Assurance of Compliance with Parental Consent Policy-The Sub-recipient assures ODP that all activities conducted with grant funds to provide services to minors will collect appropriate parental consent. All applicable staff will be fully informed of, and will abide by, the policies and requirements set forth therein.
- **7.2.4** Assurance of Compliance with Charitable Choice Policy The Sub-recipient assures ODP it shall comply with the Faith-Based Status and Policy Compliance (please see <u>https://tinyurl.com/OD</u>P-Charitable-Choice).
- **7.2.5** Assurance of Compliance with Lobbying Policy The Sub-recipient assures ODP that lobbying activities will not be conducted using grant funds.
- **7.2.6** Assurance of Compliance with Federal Law regarding Supplanting of Funds The Sub-recipient assures ODP that Partnership for Success grant funds will not be used to supplant expenditures from other Federal, State, or local sources.

Section 8: Miscellaneous

- **8.1 Governing Law** -Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.
- 8.2 Termination for Fiscal Necessity- ODP is a government entity and it is understood and agreed that ODP's reimbursement payments under this Agreement shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. Additionally, the federal government is not legally obligated to provide funds to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to ODP, as may exist from time to time. ODP shall have the right to terminate the Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ODP to continue such payments, or requires any return or "give-back" of funds required for ODP to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. ODP shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the

parties shall thereupon cease within ten (10) calendar days after notice to the Subrecipient. Further, in the event that funds are no longer available to support the Agreement, as described herein, ODP shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. At Sub-recipient's request, ODP shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by ODP to terminate for its convenience.

- **8.3** No Waiver The failure of either party to require strict performance of any term or condition of the Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the waiving party.
- 8.4 Force majeure If either party is delayed, hindered, or prevented from performing any act required under the Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Sub-recipient's finances shall not be considered a force majeure.
- 8.5 Severability If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.
- **8.6** Entire Agreement The Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. All exhibits attached hereto and referenced herein are hereby incorporated and made an integral part of this Agreement.
- **8.7 Counterparts** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signature Page to Follow.

Accepted and Agreed

Sub-recipient Organization/ Agency	Office of Drug Policy
Signed:	Signed:
Title:	Title: Administrator
Date:	Date:

Fiscal Agent Organization/Agency

Signed: ______ ___

Title:														
	 	 -												

Date:

PERFORMANCE REQUIREMENTS

Due Date: Quarterly Report Deadlines

Quarterly Progress and Financial Reports are due to ODP as follows:

Quarters	Months	Reporting Deadlines
OI	July-September	October 15
<u>O2</u>	Octoher-December	January 15
<u>Q3</u>	January-March	<u>April</u> 15
<u>Q4</u>	<u>April-June</u>	June 21

- The Sub-recipient must enter all data required for quarterly outcome reporting into ODP's data management system to accurately record delivery services.
- Requests for reimbursement may be submitted as needed throughout the quarter.
- All requests for reimbursements pertaining to the fiscal year must be made before June 21 of that year. Example: All reimbursement requests for FY2019 must be submitted to ODP no later than June 21, 2019.

Other Performance Requirements

- The Sub-recipient shall deliver the programs/services as detailed in the approved action plans.
- The Sub-recipient shall collect and report data in accordance with ODP's directions and standards.
- The Sub-recipient shall be available for a minimum of two site visits by ODP per year.
- The Sub-recipient shall be responsible for all news and information emailed, provided in a shared folder, and posted on prevention.odp.idaho.gov.

Training

The Project Coordinator must attend all trainings deemed mandatory by the Grant Director. Any mandatory trainings will be scheduled to accommodate Project Coordinators schedules at least thirty (30) days in advance. No mandatory trainings that require travel will be scheduled between December and February.

GRANT ALLOCATION SUMMARY

Partnership for Success Grant Award (CDFA 93.243) State Fiscal Year 2019-2023

Sub-recipient Name:	Southwest District Health
Annual Grant Allocation:	\$215,270.89

The total annual funding allocated for this grant is \$215,270.89. Funding for this annual allocation is subject to the approval of budget and action plans.

This award is subject to the Special Terms and Conditions attached.

Agency Official Signature:	Date:
Sub-recipient Signature:	Date:
Fiscal Agent Signature:	Date:

SPECIAL TERMS AND CONDITIONS

Initialing below ensures that both the Public Health Department (PHD) and Regional Behavioral Health Board (RBHB) are aware and/or willing to comply with the Special Terms and Conditions. Compliance with the Special Terms and Conditions will be the primary responsibility of the Public Health Department.

The Sub-recipient will return signed Grant Agreement, Grant Allocation Summary, and this initialed Special Terms and Conditions by July 10, 2019		PHO Director	RBHB Chairperson
through this award to supplant state or local funds. If there is a potential presence of supplanting, the Sub-recipient will provide documentation demonstrating that any reduction in non-Federal resources occurred for reasons other than receipt of expected receipt of Federal funds. The Sub-recipient must ensure that project funds are not commingled with funds from other federal services. In addition, the Sub-recipient is prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project cannot be used to support another. Where a Sub-recipient's accounting system cannot comply with this requirement, it is recommended that the Sub-recipient stablish a system to provide adequate fund accountability for each project that it has been awarded. The Sub-recipient will ensure that all persons having contact with vulnerable populations, including but not limited to children, incarcerated individuals, the delerly, the unhoused, and individuals with mental illness, to deliver services are delivered. The Sub-recipient shall supply ODP with documentation ensuring a proper background check, upon request. The Sub-recipient is responsible for employing organization and management techniques necessary to assure proper and efficient administration including accounting, budgeting, reporting, audting, and other review controls and maintaining such records. The Sub-recipient will spend funds according to the approved budget or activities, the Sub-receipient will complete proper papervork and await ODP approval before monies are	Allocation Summary, and this initialed Special Terms and		
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	budget and action plans. If there are needed modifications in the project budget or activities, the Sub-recipient will complete proper paperwork and await ODP approval before monies are		

The **Sub-recipient** will ensure that all activities carried out by grant funds are considered "prevention" defined as preventing substance use or abuse before it occurs. Funds shall not be used for treatment or recovery services.

The Sub-recipient will ensure the Project Coordinator attends all trainings deemed mandatory by the Grant Director.

The Sub-recipient will ensure the Project Coordinator takes one approved course in Ethics and one approved course in Substance Abuse Prevention Basics, within 4 months of hire, and each subsequent year.

The Sub-recipient will ensure that the attached Job Announcement for Project Coordinator be used to hire or replace a Project Coordinator.

Parties from both the PHO and RBHB shall be available for a minimum of two site visits by ODP per year.

The Sub-recipient will ensure that activities delivered using these grant funds shall be delivered in partnership with the RBHB. Although funds are allocated to the PHO, activities will be carried out by, or with approval of, the RBHB. Activities will be managed and coordinated by the PHD's Project Coordinator.

Staff at the Public Health Department other than the Project Coordinator may be reimbursed for their time working on this grant based on the amount in the approved budget and only with documentation of grant-related activities. Supervisors may code a maximum of 0.1 FTE and all support staff combined may code up to 0.1 FTE annually.

The indirect rate billed for this grant annually may not exceed 20% of the total expended annual grant award.

All funds provided to the Grantee will be on a reimbursement basis only. Grant funds may not be provided in advance for direct payment.