



Board of Health Meeting

Tuesday, November 28, 2023, 9:00 a.m.
13307 Miami Lane, Caldwell, ID 83607

Public comments specific to an agenda item for the November 28, 2023, Board of Health meeting can be submitted [here](#) 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 9:00 a.m. on Monday, November 27, 2023. The meeting will be available through live streaming on [the SWDH You Tube channel](#).

Agenda

A = Board Action Required

G =Guidance

I = Information item

9:00	A	Call the Meeting to Order	Chairman Kelly Aberasturi
9:02		Pledge of Allegiance	
9:03		Roll Call	Chairman Kelly Aberasturi
9:05	I	Request for Additional Agenda items	Chairman Kelly Aberasturi
9:07		In-Person Public Comment	
9:10	I	Open Discussion	SWDH Board Members
9:15	A	Approval of Minutes – October 24, 2023	Chairman Kelly Aberasturi
		Approval of Minutes – November 17, 2023	Chairman Kelly Aberasturi
9:18	I	Introduction of New Employees	Division Administrators
9:25	I	October 2023 Expenditure and Revenue Report	Doug Doney
9:35	I	Summary of Discussion with State Controller’s Office	Nikki Zogg
9:45	G	Southwest District Health Policy Position Statements	Nikki Zogg
9:55	A	Proposed 2024 Board of Health Meeting Calendar	Nikki Zogg
10:00	I	Tobacco and Vape Use Prevention	Hailee Tilton
10:15	A	Community Health Needs Assessment Implementation Plan Discussion	Alexis Pickering
10:35	A	Western Idaho Community Crisis Center Lease Renewal	Cas Adams
10:45	I	Director’s Report	Nikki Zogg
		- Board of Health Meeting Winter Hours (10am – 1pm beginning December 2023)	
		- Idaho Association of District Board of Health’s Annual Meeting Location and Timing	
10:50		Executive Session Pursuant to Idaho Code 74-206 (a)	Chairman Kelly Aberasturi
11:25	A	Action taken as a result of executive session	Chairman Kelly Aberasturi
11:30		Transition to Public Health Symposium	
1:30		Adjourn	

NEXT MEETING: Tuesday, December 19, 2023, 10:00 a.m. *(Note change to winter hours)*

Healthier Together

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



BOARD OF HEALTH MEETING MINUTES
Thursday, October 24, 2023

BOARD MEMBERS:

Jennifer Riebe, Commissioner, Payette County – present via Zoom
Lyndon Haines, Commissioner, Washington County – not present
Zach Brooks, Commissioner, Canyon County – present
Kelly Aberasturi, Commissioner, Owyhee County – present
Viki Purdy, Commissioner, Adams County – present
Sam Summers, MD, Physician Representative – present
Bill Butticci, Commissioner, Gem County – not present

STAFF MEMBERS:

In person: Nikki Zogg, Katrina Williams, Colt Dickman, Troy Cunningham, Beth Kriete, Cas Adams, Charlene Cariou

Via Zoom: Jeff Renn

GUESTS: No guests attended the meeting.

CALL THE MEETING TO ORDER

Chairman Kelly Aberasturi called the meeting to order at 9:08 a.m.

PLEDGE OF ALLEGIANCE

Meeting attendees participated in the pledge of allegiance.

ROLL CALL

Chairman Aberasturi – present; Dr. Summers – present; Commissioner Purdy – present; Vice Chairman Haines – not present; Commissioner Brooks – present; Commissioner Riebe – present via Zoom; Commissioner Butticci – not present.

REQUEST FOR ADDITIONAL AGENDA ITEMS; APPROVAL OF AGENDA

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

IN-PERSON PUBLIC COMMENT

No public comment given.

OPEN DISCUSSION

Board members had no topics for open discussion.

APPROVAL OF MEETING MINUTES – SEPTEMBER 19, 2023

Board members reviewed meeting minutes from the meeting held September 19, 2023.

MOTION: Commissioner Brooks made a motion to approve the September 19, 2023, 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 staff.

SEPTEMBER 2023 EXPENDITURE AND REVENUE REPORT

Troy Cunningham, SWDH Financial Manager, presented estimated expenditure and revenue report data for fiscal year 2024 July through September. Due to the unavailability of data in Luma, expenditures and revenue do not align. Troy explained that the target range for this time in the fiscal year is about 25%. The expenditures are the most on-target numbers available through Luma. The budget to actual for personnel is at 20% which is close to target.

Troy has reached out to Luma staff to inquire about how to pull accurate data. Other agencies across the state are experiencing similar challenges.

Troy explained the Western Idaho Community Crisis Center (WIDCCC) and Western Idaho Youth Support Center (WIYSC) are also showing out of balance as Health and Welfare has not yet been billed for this contract.

Commissioner Aberasturi asked if we have had to dip into reserves at all yet. Troy explained that at this point he does not believe so. Based on conversations with the Luma team and with the Deputy Controller, Luma is expected to begin to resolve some of the issues with pulling data. Troy is working to create reports to minimize inaccurate data. Despite those efforts Troy acknowledges that throughout this fiscal year the numbers will be a challenge.

Nikki added that the Board asked SWDH staff to review the pros and cons of changing fiscal year cycles to align with counties. One of the biggest cons to this is the need to switch enterprise resource planning (ERP) system. There are barriers to changing; however, we are pursuing this option and have an upcoming meeting scheduled with the State Controller regarding the concerns with Luma and the feasibility of moving to a new ERP. Following the upcoming meeting with the State Controller, Nikki will coordinate a meeting with both the State Controller and Treasurer to discuss the what challenges may exist at the Treasure's office that will need to be overcome to allow SWDH to move to a different ERP.

QUARTERLY CONTRACTS REPORT

Troy shared out an updated quarterly contracts report. This report is up to date as of the latest grant we received. This report reflects the grants we have received broken out in state and federal categories. Board members appreciated the additional detail in the report.

QUARTERLY WESTERN IDAHO COMMUNITY CRISIS CENTER (WIDCCC) REPORT

Cas Adams, Southwest District Health Project Manager, provided the Fiscal Year 2024 Quarter 1 Report for WIDCCC. Cas reminded board members that the purpose of the adult crisis center is three-fold and includes diversion from unnecessary involvement in the justice system and unnecessary admissions in the emergency department, prevention of future crises, and promoting wellbeing. The majority of clients at WIDCCC have both mental health and substance use concerns.

Cas also discussed outcomes for the first quarter and shared survey results from the clients. 100% of those surveyed would return, 95% were confident with their discharge plan and 95% feel their needs were addressed. In Pathways' first quarter as the WIDCCC provider they are providing high quality services showing the client is valued and the client needs are being addressed.

Return on investment numbers show other areas for cost savings can be identified. One or two days not spent in an in-patient center is a significant cost savings. Cas will analyze these figures for quarter 2 and bring back an updated return on investment figure.

Commissioner Purdy asked for clarification of the dollar amount Medicaid pays is \$400 per day. She asked what is the cost per day to run WIDCCC.

Commissioner Brooks asked if pre-prosecution diversion (PPD) grant funds are earmarked to help with WIDCCC. Nikki responded that the PPD grant award will specifically go toward the work as described in the grant proposal and will not go toward supporting the crisis center.

Cas shared that one success from first quarter is receipt of the harm reduction vending machine. Staff at WIDCCC have completed their first round of training for these harm reduction resources. She also noted that donations from community resources are abundant. Deseret Industries provides clothing donations to the center. Chipotle and Starbucks and local food pantries also provide donations. The increase in admission numbers from last fiscal year to this fiscal year's first quarter is another noteworthy success.

Increasing community buy in, increasing utilization, and increasing telehealth capabilities are goals for this fiscal year.

SCHOOL CLINICS AND MEDICAL CLINICS OVERVIEW

Rick Stimpson, SWDH Clinics Manager, provided an overview of the medical clinic. He noted that in Caldwell a provider is available almost each day and at the satellite offices several times each month for immunizations, screenings, and medication distribution. Rick provided information on the clinic staff, shared goals of moving from services limited to birth control and immunizations to broader primary care services. To help share this information out, rack cards and social media campaigns will highlight clinic services. Also, starting in January, SWDH will do a digital marketing campaign with clinic services as part of that advertising.

Board members asked Rick if the clinic's goal is to get people to use a taxpayer funded service as opposed to private health care providers? Rick responded that we hope to bring patients in to increase the volume and explained that private health care providers often refer patients to SWDH for some of the more cost-efficient services and, similarly, SWDH cross refers as needed.

Commissioner Purdy asked if we are competing with private business for customers. Nikki explained that there is a shortage of providers across the state and across our region and SWDH fills a gap or need where access is hard or where clients may not have great access to care based on underinsured or uninsured status. The SWDH medical clinic fills that gap rather than competing with the private sector.

Dr. Summers clarified that often appointments at private health care providers are not available in a timely manner. Rick added that the partnership with other primary care providers allows cross referrals to help meet client needs. He also pointed out that the Community Health and Needs Assessment (CHNA) identified the need for family practice medicine as one of the biggest needs.

Next, Rick provided an overview of the Marsing School Clinic Project. Southwest District Health and Boise State University jointly wrote the grant for a school nurse in a rural area. The grant aims to show that access to a school nurse in a rural area helps increase student health overall.

The partnership began as a project to provide a SWDH nurse in the Marsing school district three days a week. Boise State University developed and initiated a survey to ask students about their physical and mental health and whether students are aware of the school nurse resource. The survey was completed at the beginning of the project, in the middle and will be conducted at the end.

The project works to help fund the school nurse through reimbursable services from Medicaid or private insurance. Parents have appreciated the availability of the school nurse as it limits the time off from work to take a sick child to a provider and increases access to medical screenings and exams.

Dr. Summers asked for information on the metrics being used to prove the school clinic in Marsing is reaching its goals. Rick clarified that BSU is managing the metrics reporting side through the surveys being completed at beginning, midpoint, and endpoint of the project.

Commissioner Aberasturi asked if after the initial project concludes is there any sustainability? Currently, there is not but there may be a chance for Blue Cross of Idaho to provide reimbursement for services provided by a nurse practitioner.

ORGANIZATIONAL PERFORMANCE INDICATORS

Sam Kenney, SWDH Organizational Development Manager, presented performance indicators chosen to measure the agency's performance. The indicators show room for improvement and were developed from an inventory showing topics SWDH values such as fiscal accountability, building trust with the public, and maintaining engaged staff. These topics align with our strategic goals and values and are meaningful to our vision, mission, and purpose.

This is the first year SWDH has established baseline performance indicators to track and through this next fiscal year we will build out a visualization for these indicators in a dashboard that can be shared out on our website designed to help increase transparency.

Sam proposes reporting out on these indicators twice a year. These indicators may change in the future as our goals change and as we change performance measurement indicators. Sam shared the indicators for feedback or input from Board members. There were no questions or feedback.

OPIOID SETTLEMENT SPENDING PLAN

Charlene Cariou, SWDH Program Manager 2, presented a proposed spending plan for opioid settlement funds received. Receipt of these funds began in Fiscal Year 2022 and are expected to continue to be received through Fiscal Year 2039. Charlene asked for input to ensure funds are spent wisely. She reminded board members of the environmental scan results that helped highlight needs. She also shared activities currently in progress.

The contracted research agency that conducted the environmental scan provided some ideas for pre-approved activities such as prevention, education, treatment, mental health services, community health services, and supporting basic needs. These specific recommendations were gathered from listening to community members, policy makers, and other decision makers.

Charlene emphasized the goal for the use of these opioid funds is to not duplicate services but rather to support gaps in general infrastructure as well as diving in to prevention, support, and treatment.

Charlene requested that for the remainder of this fiscal year about \$150,000 of the funds be dedicated to supporting personnel time and general operating expenses. She asked for Board member guidance or feedback.

Commissioner Riebe asked for a description of the Guiding Good Choices Program. Charlene explained that the program provides instruction on risk factors for youth substance use, strategies for enhancing family processes, effective parenting tools, and the use of family meetings to improve family engagement and child management. This program would not be school-based but would be provided through collaborations with partner organizations to implement the program, and train on the curriculum. For example, faith-based organizations, YMCAs, and Boys and Girls Clubs are examples of agencies that may benefit from this curriculum.

MOTION: Commissioner Brooks made a motion to approve the Opioid Settlement Spending Plan as presented. Dr. Summers seconded the motion. All in favor; motion passes.

SOUTHWEST DISTRICT HEALTH POLICY POSITION STATEMENTS

Nikki Zogg, SWDH District Director, presented policy position statements around priority areas as determined by CHNA results with housing, behavioral health, and behavioral health care access being primary priorities.

Nikki asked Board members for feedback and guidance. One support statement that is not included but will be added if the Board supports it is that the District would oppose legalizing the production and distribution of legalized marijuana. She clarified that this is supported by the collective Boards of Health across the state but was not included in this packet.

Board members asked Nikki for the opportunity to review these policy statements and discuss them at next month's Board meeting. This item will be carried over to the November Board of Health meeting for further discussion.

IDAHO TRANSPORTATION DEPARTMENT OFFER FOR EASEMENT PORTION

Nikki presented the right of way acquisition packet received from Idaho Transportation Department for the portion of land at the Caldwell location that will be impacted by the Farmway Road to Middleton Road project number A022(715), SH 55.

Nikki did ask our legal counsel to review this offer. Legal counsel has no issues with the packet from ITD but did suggest that an outside appraisal would be a costly and lengthy process.

Dr. Summers asked how long the highway expansion project will take and will it impact our clients' access to the Caldwell facility. Nikki expects construction to begin in the spring and there will be an impact for clients. Following completion of the project drivers will no longer be able to turn left from Florida onto Highway 55.

MOTION: Commissioner Brooks made a motion to approve the Idaho Transportation Department Right of Way Acquisition offer in the amount of \$280,991.75 and authorize Chairman Aberasturi to execute the required signatures. Dr. Summers seconded the motion. All in favor; motion passes.

DIRECTOR'S REPORT

Public Health Symposium

The Public Health Symposium is scheduled for November 28, 2023. The Board of Health meeting will be shortened to allow Board members to attend the symposium.

Strategic Plan Revision – County Commissioner 3-question survey

Nikki will be reaching out to county commissioners with a 3-question survey to help inform some upcoming revisions to the SWDH Strategic Plan. Board members may recall providing input through a survey mechanism several years ago.

Youth Behavioral Health Crisis Center Update

Nikki shared that SWDH has had some delays beyond our control with the proposed physical location for location in Nampa. The deadline for opening the crisis center is approaching. Nikki shared that staff has been in communication with the Idaho Department of Juvenile Corrections (IDJC) regarding a revised timeline for opening. A new architect has been identified to work with this project and a contractor to complete the work will be identified. The revised goal is to have the WIYSC operational by the end of March. This timeline aligns with the Department of Health and Welfare's goals for establishing Medicaid reimbursement.

In addition, Pathways of Idaho, the WIYSC contracted service provider, has indicated they have space at a Nampa outpatient services location that may be available as a temporary location which could open in January. The feasibility of opening in this temporary space is being explored. Next steps are to finalize the contract with Pathways of Idaho, finish design plans with the new architect firm, and explore a temporary location in closer proximity to the long-term location.

EXECUTIVE SESSION

At 11:15 a.m., Commissioner Brooks made a motion to go into Executive Session pursuant to Idaho Code 74-206(a). Dr. Summers seconded the motion. Roll call was taken. All in favor.

At 11:25 a.m. Board members came out of Executive Session.

ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

MOTION: Commissioner Purdy made a motion to allow interviews to be set up for the three Board of Health Physician applicants that live within our District. Commissioner Brooks seconded the motion. All in favor; motion passes.

There being no further business, the meeting adjourned at 11:29 a.m.

Respectfully submitted:

Approved as written:

Nikole Zogg
Secretary to the Board

Kelly Aberasturi
Chairman

Date: November 28, 2023

DRAFT



BOARD OF HEALTH SPECIAL MEETING MINUTES
Friday, November 17, 2023

BOARD MEMBERS:

Jennifer Riebe, Commissioner, Payette County – present
Lyndon Haines, Commissioner, Washington County – absent
Zach Brooks, Commissioner, Canyon County – present
Kelly Aberasturi, Commissioner, Owyhee County – present
Viki Purdy, Commissioner, Adams County – present
Sam Summers, MD, Physician Representative – present
Bill Butticci, Commissioner, Gem County – present

STAFF MEMBERS:

In person: Nikki Zogg

Via Microsoft Teams: Dr. Andrew Baron

GUESTS: Board of Health Physician Representative candidates.

CALL THE MEETING TO ORDER

Chairman Kelly Aberasturi called the meeting to order at 12:05 p.m.

BOARD OF HEALTH PHYSICIAN CANDIDATE 1 INTERVIEW

Board members interviewed Dr. John Tribble, Board of Health Physician Representative Candidate.

DEBRIEF

Board members debriefed following the interview.

BOARD OF HEALTH PHYSICIAN CANDIDATE 2 INTERVIEW

Board members interviewed Dr. Andrew Baron, Board of Health Physician Representative Candidate.

DEBRIEF

Board members debriefed following the interview.

BOARD OF HEALTH PHYSICIAN CANDIDATE 3 INTERVIEW

Board members interviewed Dr. Nina Cabrera, Board of Health Physician Representative Candidate.

DEBRIEF

Board members debriefed following the interviews. The board requested the director ask board member, Commissioner Haines, to speak with each of the candidates in advance of the November 28 regularly scheduled board meeting.

There being no further business, the meeting adjourned at 4:20 p.m.

Respectfully submitted:

Approved as written:

Nikole Zogg
Secretary to the Board

Kelly Aberasturi
Chairman

Date: November 28, 2023

DRAFT



SOUTHWEST DISTRICT HEALTH

REVENUES & EXPENDITURE REPORT FOR FY2024

Cash Basis

Through **Oct-23**

Target **33.3%**

Fund Balances		
	FY Beginning	QTR Ending
General Operating Fund	\$ 362,480	\$ 531,998
Millennium Fund	\$ -	\$ 54,600
LGIP Operating	\$ 6,621,873	\$ 5,784,739
LGIP Vehicle Replacement	\$ 102,536	\$ 104,697
LGIP Capital	\$ 1,299,174	\$ 1,299,174
Total	\$ 8,386,064	\$ 7,775,208

Income Statement Information		
	YTD	Month
Net Revenue:	\$ 1,571,673	\$ 330,658
Expenditures:	\$ (2,980,147)	\$ (722,571)
Net Income:	\$ (1,408,474)	\$ (391,912)

Confidence Gap:
Issues with

Revenue								
	Admin	Clinic Services	Env & Community Health	General Support	Total	YTD	Total Budget	Percent Budget to Actual
County Contributions	\$ 224,358	\$ -	\$ -	\$ -	\$ 224,358	\$ 965,647	\$ 3,031,875	32%
Fees	\$ -	\$ 44,690	\$ 61,610	\$ -	\$ 106,300	\$ 382,959	\$ 1,553,787	25%
Contract Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221,341	\$ 6,580,992	3%
Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,100	0%
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	0%
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,726	\$ 124,049	1%
Monthly Revenue	\$ 224,358	\$ 44,690	\$ 61,610	\$ -	\$ 330,658	\$ 1,571,673	\$ 11,452,803	14%
Year-to-Date Revenue	\$ 1,003,217	\$ 74,120	\$ 494,314	\$ 22	\$ 1,571,673	DIRECT BUDGET		

- * Fee Recognition
- * Contract Posting
- * Unexplainable correlation between NI & Cash

Reason for Confidence Gap
Luma Migration & Implementation

Expenditures								
	Admin	Clinic Services	Env & Community Health	General Support	Total	YTD	Total Budget	Percent Budget to Actual
Personnel	\$ 41,370	\$ 231,408	\$ 253,965	\$ 92,665	\$ 619,408	\$ 2,460,555	\$ 9,415,704	26%
Operating	\$ 5,374	\$ 26,381	\$ 43,017	\$ 28,390	\$ 103,162	\$ 480,626	\$ 1,784,160	27%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	0%
Trustee & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,966	\$ 122,938	32%
Monthly Expenditures	\$ 46,744	\$ 257,789	\$ 296,982	\$ 121,055	\$ 722,571	\$ 2,980,147	\$ 11,452,803	26%
Year-to-Date Expenditures	\$ 211,672	\$ 1,053,275	\$ 1,164,515	\$ 550,686	\$ 2,980,148	DIRECT BUDGET		



SOUTHWEST DISTRICT HEALTH - ADULT CRISIS CENTER ACTIVITY

Oct-23

REVENUES & EXPENDITURE REPORT FOR FY2024

Cash Basis

Target **33.3%**

Adult Crisis Center Activity

Income Statement Information

	YTD	Month
Net Revenue: \$	-	\$ -
Expenditures: \$	(209,727)	\$ (15,713)
Net Income: \$	(209,727)	\$ (15,713)

Revenue				
	Crisis Center	YTD	Total Budget	Percent Budget to Actual
Contract Revenue	\$ -	\$ -	\$ 935,000	0%
Monthly Revenue	\$ -	\$ -	\$ 935,000	0%
DIRECT BUDGET				

Expenditures				
	Crisis Center	YTD	Total Budget	Percent Budget to Actual
Personnel	\$ 1,404	\$ 12,615	\$ 36,963	34%
Operating	\$ 14,309	\$ 197,111	\$ 898,037	22%
Capital Outlay	\$ -	\$ -	\$ -	0%
Trustee & Benefits	\$ -	\$ -	\$ -	0%
Monthly Expenditures	\$ 15,713	\$ 209,727	\$ 935,000	22%
DIRECT BUDGET				



SOUTHWEST DISTRICT HEALTH - YOUTH CRISIS CENTER ACTIVITY

Oct-23

REVENUES & EXPENDITURE REPORT FOR FY2024

Cash Basis

Target **33.3%**

Youth Crisis Center Activity

Income Statement Information

	YTD	Month
Net Revenue: \$	-	\$ -
Expenditures: \$	(277,826)	\$ (68,310)
Net Income: \$	(277,826)	\$ (68,310)

Revenue				
	Crisis Center	YTD	Total Budget	Percent Budget to Actual
City/County Funds	\$ -	\$ -	\$ 639,237	0%
SWDH OPIOID Settlement	\$ -	\$ -	\$ 124,656	0%
BOH Committed Reserve	\$ -		\$ 3,326,325	0%
Contract Revenue	\$ -	\$ -	\$ 300,959	0%
Monthly Revenue	\$ -	\$ -	\$ 4,391,177	0%
DIRECT BUDGET				

Expenditures				
	Crisis Center	YTD	Total Budget	Percent Budget to Actual
Personnel	\$ 18,172	\$ 73,997	\$ 257,040	29%
Operating	\$ 8,884	\$ 12,367	\$ 3,097,601	0%
Capital Outlay	\$ -	\$ -	\$ -	0%
Trustee & Benefits	\$ 41,254	\$ 191,462	\$ 1,036,536	18%
Monthly Expenditures	\$ 68,310	\$ 277,826	\$ 4,391,177	6%
DIRECT BUDGET				





2024 Policy Position Statements

Southwest District Health’s health policy position statements respond to specific health problems across the six-county region. The policy position statements are intended to inform legislators and other local elected officials on the position SWDH holds relating to current or proposed policies. The statements are brief and concise, and intended to be used if or when needed to communicate the district’s position. They may be further accompanied by supporting data and information, when requested.

An executive summary is provided on page 2. Specific and brief position statements pertaining to issues impacting the public’s health are provided on pages 3 to 11.

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EXECUTIVE SUMMARY

Built Environment. SWDH supports policies and funding commitments that aim to improve the safety, accessibility, and interactions we have in our built environment. The design of our communities has positive or negative effects on physical and mental health.

Family Unit. SWDH supports policies and funding commitments that aim to strengthen the family unit and reverse multi-generational trends that negatively impact the family unit such as incarceration, physical/emotional abuse, divorce, poverty, and low education attainment.

Governmental Public Health. SWDH supports policies and funding commitments that aim to enhance local public health infrastructure to assure the public has access to high-performing health districts with professional and well-trained staff. Public health professionals should be counted on to collect, analyze, and report on the health of their community in a timely, accurate, and meaningful way, effectively plan for and respond to threats to the public's health, and deliver services as required by law and based on the needs of the local community.

Schools/Education. SWDH supports policies and funding commitments that aim to provide children with the greatest opportunities for success and good health in a safe learning environment.

2023 – 2026 Public Health Priorities:

Housing. SWDH supports policies and funding commitments that aim to develop healthier housing and neighborhoods for everyone. Research shows that a network of walking paths, recreation areas, and facilities intended to foster community, as well as space to grow fresh vegetables contributes to communities living longer, happier, and healthier lives.

Behavioral Health. SWDH supports policies and funding commitments that aim to address gaps in the behavioral health care system and improve the conditions that promote well-being such as strong families, friendships, and communities.

Access to Care. SWDH supports policies and funding commitments that aim to fill gaps in the healthcare system, strengthen the coordination between healthcare organizations and providers, address workforce shortages, and improve affordability of care and access to primary prevention services (e.g., wellness exams, nutrition education, immunizations for vaccine-preventable diseases).

Civic Engagement. SWDH supports private and public sector collaboration and engagement. Civic engagement is critical to creating and maintaining communities that thrive.

Workforce. SWDH supports policies and funding commitments that aim to improve workplace safety and reduce work-related injuries, illnesses, and deaths.



BUILT ENVIRONMENT

SWDH supports policies and funding commitments that aim to improve the safety, accessibility, and interactions we have in our built environment. The design of our communities has positive or negative effects on physical and mental health.

Supports accessible building standards.

Why: Seniors and people with disabilities, including many veterans have limited access to affordable and safe housing, and are at increased risk for injury when accessing services or homes that are not easily accessible.

Supports initiatives, policies, and funding decisions to help municipalities make healthier planning decisions.

Why: The built environment of a community is a direct predictor of longevity and quality of life. Physical spaces can expose people to toxins or pollutants and influence lifestyles that contribute to diabetes, coronary vascular disease, and asthma among other diseases and conditions.

Supports funding for critical infrastructure that accommodates population growth (e.g., roads, bridges, schools, and community spaces such as parks, libraries, and senior centers).

Why: A person's environment affects their overall physical and mental health.

Supports public transit at the state level.

Why: Public transit, when implemented effectively, can efficiently move large numbers of people from one place to another. Through public transit, Idaho can decrease traffic congestion and injury crashes, promote a cleaner environment, and increase community connectedness.

Supports multi-modal/active transportation in municipalities.

Why: Physical activity improves health outcomes while also decreasing traffic congestion, improving air quality, and decreasing long-term road maintenance and expansion costs.

Supports the use of health impact assessments to investigate how a proposed program, project, policy, or plan may impact health and well-being and inform decision-makers of these potential outcomes before the decision is made.

Why: Land use planning (e.g., housing, transportation, infrastructure, waste management, or site revitalization, etc.) has impacts on health in a beneficial or determinantal way in the short and in the long-term. Understanding those impacts during the planning process helps ensure decision-makers fully understand how the health of a community will be affected by land use decisions.

Continued on next page



Supports policies that protect the groundwaters of Idaho and ensure potable water for generations to come.

Why: Idahoans across the state are experiencing unsafe levels of nitrates, arsenic, uranium, and other toxins in their private well water systems. Without monitoring and intentional practices to protect ground water and aquifers across the state, the risk for further contamination is high.

Supports rural subdivisions on public water systems.

Why: Public water systems in rural subdivisions have deliberate controls which reduce the likelihood of exposure to drinking water contaminants. Public Water Systems can create more flexibility of design for land use.

Supports policy changes that improve and clarify the role and responsibilities of local and state governmental entities when addressing environmental issues that impact the public's health.

Why: Idaho's current statutes and rules place the burden of enforcing compliance on county prosecuting attorneys and the State's Attorney General. The case load and the return on investment make environmental compliance almost impossible to enforce. The current situation undermines local health district legitimacy and degrades morale, after trying to affect compliance, and nothing happens to offenders.

FAMILY UNIT

SWDH supports policies and funding commitments that aim to strengthen the family unit and reverse multi-generational trends that negatively impact the family unit such as incarceration, physical/emotional abuse, divorce, poverty, and low education attainment.

Supports expansion of home visiting programs that develop self-sufficiency and improved health outcomes for young families.

Why: Idaho's local public health districts' home visiting programs work with new and young families who are motivated and driven to be self-sufficient and are seeking knowledge, expertise, and skills to help them attain their goals. These evidence-based programs have demonstrated positive results in the short-term, but also long-term as they aim to break the cycles of poverty and justice system involvement.

Supports policies that empower parents to be the best teachers.

Why: Supportive, loving, and effective parenting can set children up for success. Government's role should be as limited as possible by being present and available when needed to support and equip parents with the necessary knowledge, tools, and resources to be successful.



GOVERNMENTAL PUBLIC HEALTH

SWDH supports policies and funding commitments that aim to enhance local public health infrastructure to assure the public has access to high-performing health districts with professional and well-trained staff. Public health professionals should be counted on to collect, analyze, and report on the health of their community in a timely, accurate, and meaningful way, effectively plan for and respond to threats to the public's health, and deliver services as required by law and based on the needs of the local community.

Supports funding for governmental public health infrastructure and essential services.

Why: Governmental public health works to assure critical infrastructure (e.g., safe drinking water, safe food, healthy housing, education/information for informed decision-making, etc.) is in place to prevent disease, disability, and premature death of the population.

Supports policies and funding that are targeted toward primary prevention.

Why: Primary prevention aims to prevent disease or injury before it ever occurs. This means people, young and old, have the greatest chance to live long, healthy lives, be thriving members of their community, and spend less on healthcare.

Supports policies and funding that are invested in evidence-based interventions.

Why: Innovative programs have their place, but when investing tax-payer dollars in public health efforts, evidence-based interventions have demonstrated the best opportunity for funding to deliver results.

Supports Idaho's de-centralized public health model and infrastructure to support and sustain it.

Why: In a state with many rural counties, communities are best supported with public health services through a model that leverages multi-county, state, and federal funding. This ensures even the least populated counties have access to professional services to help their communities be healthy and safe.

Supports a fully resourced Department of Environmental Quality (DEQ).

Why: While DEQ's primary focus is on protecting the environment, they do have functions that impact the public health's such as ground water protection, solid waste management, and sewage disposal. Without a fully resourced DEQ, there are greater risks to the public's health.

Supports funding that covers the cost to administer the state's food protection program.

Why: County taxpayers subsidize the cost to administer the state's food protection program. While most businesses are expected to cover the full cost of doing business, on average about 55% of the program is paid by the property taxpayers of the district. This means that property taxpayer dollars cannot be used for other services that may benefit the population (e.g., responding to animal bites, illegal sewage disposal, and other nuisance complaints).

Continued on next page



Supports a central data system for core public health services provided across the state.

Why: Utilizing a shared central data system across the state would create efficiency and transparency in government, improve coordination across local and state agencies, and enhance the customer experience particularly in the food protection, subsurface sewage, and daycare inspection programs.

Supports investment in public health data modernization and population health data collection.

Why: The public's expectation of understanding the behaviors, environmental, and social factors that contribute to disease, disability, and premature death are ever-increasing and public health professionals can only provide timely, accurate data and information if the systems exist to effectively capture it. Well-functioning data systems also allow public health to be transparent and demonstrate fiscal accountability to taxpayers and policymakers.

Supports reinstating the Youth Risk Behavior Survey or similar survey.

Why: Without the ability to collect, analyze, and report on youth behavior trends, public health is unable to determine emerging threats impacting youth, the effectiveness of education and intervention programs, and the best place to invest taxpayer dollars to improve the health of young Idahoans.

Supports public health accreditation for local public health districts.

Why: A third-party evaluation of local public health departments provides the opportunity for public health districts to improve their performance and transparency, and develop trust through objective accountability. Third-party accreditation demonstrates that the public health district meets public-sector standards of like organizations and serves to enhance public trust.

Supports risk-based food protection inspections.

Why: Idaho requires one inspection per year of licensed food establishments. Establishments have varying levels of risk to the public's health depending on the complexity of their food handling processes. With limited resources and varying risk to the public's health, risk-based inspections would allow public health professionals to inspect facilities at a frequency that is not arbitrary, decreases risk for foodborne illnesses in the community, rewards well-performing establishments, and wisely uses taxpayer dollars to protect the public's health.

Supports healthy relationship education for young people starting at 6th grade with parental consent or participation.

Why: Equipping youth with the communication skills to navigate interpersonal, intimate, and family relationships is important to strengthen healthy relationships and foster youth-parent trust and reduce the risk for unplanned pregnancy, sexual disease transmission, and partner violence.

Supports healthy nutrition education for moms and their families.

Why: A healthy diet that consists mostly of whole, plant-based foods, and limited meat and animal products is a cornerstone to good physical health and mental wellbeing.

Continued on next page



Supports policy changes that protect and clarify governmental public health authority.

Why: Many Idaho statutes and rules exist to guide the Department of Health and Welfare, Department of Environmental Quality, and the public health districts. Responsibility and authority are often vague or unclear, which means that the public's concerns are not consistently addressed and threats to public health may not be quickly addressed particularly when considering food safety, water quality/protection, and communicable diseases or diseases of public health significance, and emergencies or disasters that impact the public's health.

SCHOOLS/EDUCATION

SWDH supports policies and funding commitments that aim to provide children with the greatest opportunities for success and good health in a safe learning environment.

Supports funding for school resource officers.

Why: School resource officers play an essential role in the lives of young people by providing education and early intervention relating to internet safety, alcohol and drugs, crime, bullying, drivers' education, and the criminal justice system.

Supports kindergarten for all.

Why: Kindergarten provides a safe learning environment where children can learn and practice essential and foundational social, emotional, problem-solving, and study skills needed throughout their schooling and into adulthood and the workforce.

Supports universal school meals.

Why: Malnourished children are more likely to struggle with focusing, behavioral issues, and learning in an educational environment. As they near adulthood, they are also less likely to be physically fit due to nutritional deficiencies for some occupations, including many careers in the trades and military service.

Supports school-based health programs with parental consent policies.

Why: Schools are often the gathering place in small communities across Idaho. They are also where youth gather and collectively can receive education and information that allows them to make informed decisions about their health as a young person and into adulthood. This may include home economics, personal finance management and budget, interpersonal communication, and healthy relationships. The decisions they make as young people will have long-term impacts on their health, both positively and negatively.



2023 – 2026 PUBLIC HEALTH PRIORITIES

HOUSING

SWDH supports policies and funding commitments that aim to develop healthier housing and neighborhoods. Research shows that housing coupled with safe and accessible infrastructure such as a network of walking paths, recreation areas, and facilities intended to foster community, as well as space to grow fresh vegetables contributes to communities living longer, happier, and healthier lives.

Supports tools that create and preserve safe housing for everyone.

Why: Housing is foundational to health and with the growth our communities are experiencing, housing is often unattainable for many. Tools and funding mechanisms like funding the Idaho Housing Trust Fund can be a helpful resource for communities trying to address their housing needs at the local level.

BEHAVIORAL HEALTH

SWDH supports policies and funding commitments that aim to address gaps in the behavioral health care system and improve the conditions that promote well-being such as strong families, friendships, and communities.

Supports evidence-based mental health care access for all ages.

Why: Idahoans of all ages attempt to access mental health services; however, many communities across the state have limited access to evidence-based providers or resources to access virtually available providers.

Supports drug overdose training and resources in our local communities.

Why: Equipping Idahoans with the knowledge and skills to respond to an overdose similar to other medical emergencies will help reduce overdose deaths and give those who experience an overdose an opportunity to achieve recovery.

Supports harm reduction practices that prevent injury, illness, and premature death, and successful recovery.

Why: Every life matters. All people struggle with addictions of various kinds and most move through those addictions and into recovery. Harm reduction practices help reduce the long-term ramifications as people work toward recovery.

Supports vaping prevention education for young people.

Why: The tobacco and nicotine industry continues to target products toward youth. Vaping has no known medical or health benefit, and the long-term health consequences are still not entirely known.



Supports legalizing fentanyl test strips.

Why: Fentanyl test strips are known as one of the best tools we have today to reduce the risk for fentanyl exposure and overdose.

Opposes legalizing the production, sale, distribution, and possession of recreational marijuana, hashish, marijuana concentrates, and products made from marijuana concentrates.

Why: Marijuana is addictive, and today's higher potency products are contributing to an increase of teenagers and adults in treatment for marijuana dependency. Marijuana use is strongly associated with alcohol problems and illicit drug use. In states where recreational marijuana is legal, products are often designed to entice youth.

Supports removing kratom from stores in Idaho or raising the age to purchase to 21 years.

Why: Kratom, which is legal to purchase in Idaho, affects the same brain receptors as morphine, and appears to have properties that expose users to the risks of addiction, abuse, and dependence. In 2020, the Poison Control Centers (PCCs) found that Idaho had the highest kratom exposure rate in the U.S.

HEALTHCARE ACCESS

SWDH supports policies and funding commitments that aim to fill gaps in the healthcare system, strengthen the coordination between healthcare organizations and providers, address workforce shortages, and improve affordability of care and access to primary prevention services (e.g., wellness exams, nutrition education, immunizations vaccine-preventable diseases).

Supports innovative service models for emergency medical services in rural communities.

Why: Many rural communities across Idaho are faced with unsustainable costs and limited capacity to address the growing demand for EMS services.

Supports community health worker training and certification.

Why: Community health workers can play a vital role in filling healthcare gaps within the system and ensure community members are connected to care. A trained and certified workforce brings consistency in care and services, credibility to the profession, and pathway for ongoing professional development.

Supports Medicaid coverage for 12 months post-partum.

Why: New moms often face ongoing medical needs post-partum that extend beyond the current length of Medicaid coverage. Not having access to care puts their recovery and ability to successfully carry future pregnancies to full term at-risk. Not providing new moms access to health care places their newborns at risk.

Supports access to affordable contraception.

Why: 90% of females 18 to 64 years have used contraception at some point in their reproductive years. Women and families should have access to affordable contraception to prevent unintended pregnancies.



Supports routine newborn screening for genetic, endocrine, cardiovascular, and hearing defects or disorders.

Why: Early detection of disorders among newborns is essential to giving them the best opportunity for a healthy and thriving life.

Supports access to routine newborn medications and pre-exposure prophylaxis (e.g., hepatitis B vaccine, vitamin K injection, and erythromycin eye ointment).

Why: Pre-exposure prophylaxis and early detection and treatment for certain diseases and disorders of public health concern among newborns is essential to giving them the best opportunity for a healthy and thriving life.

Supports free-choice and access to immunizations that prevent disease, disability, and pre-mature death.

Why: Every person should have the ability to choose to be vaccinated against infectious diseases and cancers that may reduce their risk for severe illness, disability, lost work productivity/time in the classroom, pre-mature death, and unnecessary healthcare related costs.

Supports reinstatement of Idaho’s Maternal Mortality Review Board.

Why: Without the ability for a central body to review maternal deaths in Idaho, public health is unable to understand the drivers of maternal mortality and the complications of pregnancy in way that allows the public health and healthcare system to determine what interventions at the patient, provider, facility, system, and community levels will have the most effect on decreasing maternal mortality.

CIVIC ENGAGEMENT

SWDH supports private and public sector collaboration and engagement. Civic engagement is critical to creating and maintaining communities that thrive.

Supports civic engagement of a community.

Why: Community engagement can inspire innovation and create opportunities for individual and community growth and empower them to address issues impacting their health and well-being.

Supports access to voting in accordance with the 15th Amendment of the U.S. Constitution.

Why: Voting is an important action through which citizens engage in the political process. Voting sends a signal of support or dissent for policies that shape a community’s ability to thrive.

Supports health in all policies, which integrates and articulates health considerations into policymaking across sectors to improve the health of communities.

Why: A person’s and a community’s health is more influenced by their environment and behaviors than by the healthcare they receive. Through a health in all policies approach, local policymakers have the power and ability to consider the impacts on the health of their community in any policy decision they consider.



WORKFORCE

SWDH supports policies and funding commitments that aim to improve workplace safety and reduce work-related injuries, illnesses, and deaths.

Supports healthy and safe work environments.

Why: Healthy and safe work environments reduce unexpected absences, reduce employer and healthcare costs, and improve retention and morale.

DRAFT



2024 PUBLIC MEETING NOTICE

November 28, 2023

Southwest District Health
Nikole Zogg, Director
13307 Miami Lane
Caldwell, ID 83607

The Southwest District Health Board of Health will hold their monthly Board Meetings on the following dates at 9:00 a.m., unless otherwise noted, at Southwest District Health, 13307 Miami Lane, Caldwell, Idaho.

Tuesday, January 23, 2024*
Tuesday, February 27, 2024*
Tuesday, March 19, 2024*
Tuesday, April 23, 2024
Tuesday, May 21, 2024
Tuesday, June 25, 2024

Tuesday, July 23, 2024
Tuesday, August 27, 2024
Tuesday, September 17, 2024
Tuesday, October 22, 2024
Tuesday, November 19, 2024
Tuesday, December 17, 2024*

This public notice satisfies the notice of meeting requirements in Idaho Code 74-204(1), Open Meeting Law. This document is posted in the principal office of Southwest District Health where the Board of Health meetings are held and is made available at <https://phd3.idaho.gov/boh/calendar/>.

If you have any questions, please contact Nikole Zogg at 208-455-5317.

* These meetings will be held from 10:00 a.m. to 1:00 p.m. to allow for winter driving conditions.

Healthier Together

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



Community Risk Reduction: Tobacco and Nicotine Prevention & Cessation Programs

Hailee Tilton, MHS

Risk Reduction Team Program Manager

Meet the Risk Reduction Team!



Hailee Tilton



Raquel Nuñez



Lee'Erin Brooks

The tobacco/vape programs at SWDH focus on...

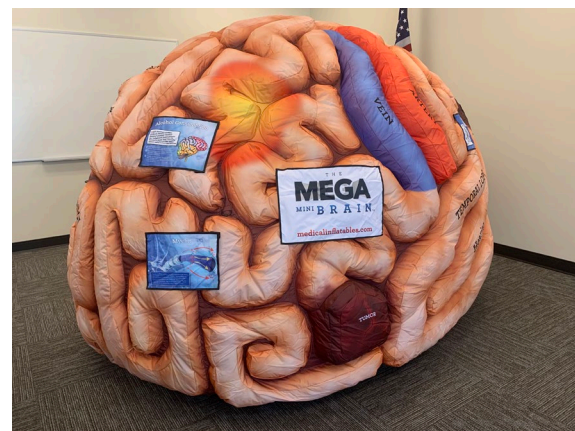
- All initiatives and programs related to preventing initiation and supporting cessation of -
 - Commercial tobacco
 - Cigarettes
 - Cigars
 - Smokeless tobacco
 - Pipe tobacco
 - Hookah
 - Electronic-cigarettes (e-cigs, vapes)

What Do We Do?

Evidence-Based Programming

- Prevention (prevent use) - CATCH My Breath
- Intervention (student violates school policy) - INDEPTH
- Cessation (ready to quit) - Freedom from Smoking (adults) or Not on Tobacco (youth) and state QuitLine
 - Diaper Program

CATCH[®]
MY BREATH



 **American
Lung
Association.**

What Do We Do?

- Resource sharing and screening checks with health entities
 - Dental, behavioral health providers, healthcare providers, social workers, SRO's, etc.
- Policy/environmental change
 - Preventing exposure to secondhand smoke/vapor
- Community based initiatives
 - Assist in starting substance-free clubs/chapters
 - Create youth-led anti-vaping PSA's
 - Community presentations for parents/caregivers or students




 Be_Vape_Free ...








   

Be_Vape_Free Vaping can cloud your vision
 #BeVapeFree



 Be_Vape_Free ...





   





Be_Vape_Free

vaping can cloud your mind and increase anxiety and depression. help yourself and stop vaping.



 Be_Vape_Free ...

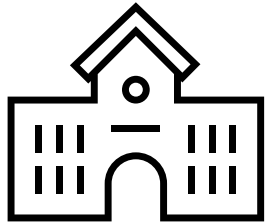


Be_Vape_Free Don't harm your self with fake air (no ones forcing you, breath in nature and be free. (vaping wont solve your problems for you)

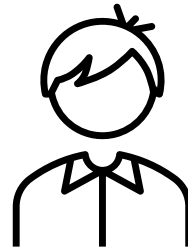


Community Impact - Youth



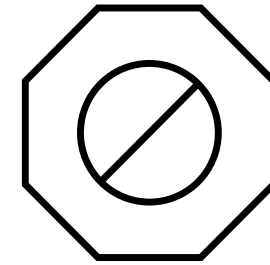
8

schools taught CATCH My
Breath in 4 of the 6 counties
SWDH serves



1,075

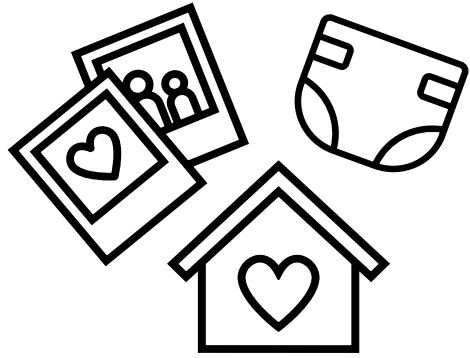
students completed the
CATCH My Breath
Vape Prevention Program



114

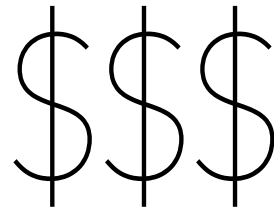
teens completed
INDEPTH intervention
program

Community Impact - Adults



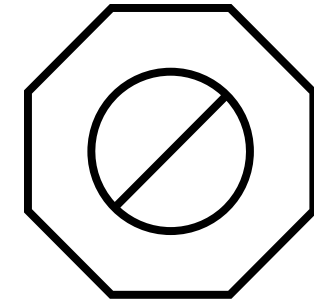
70

Moms or family members
quit nicotine through our
diaper/wipe program



\$2,000

Per family savings after
quitting tobacco and
receiving diapers/wipes

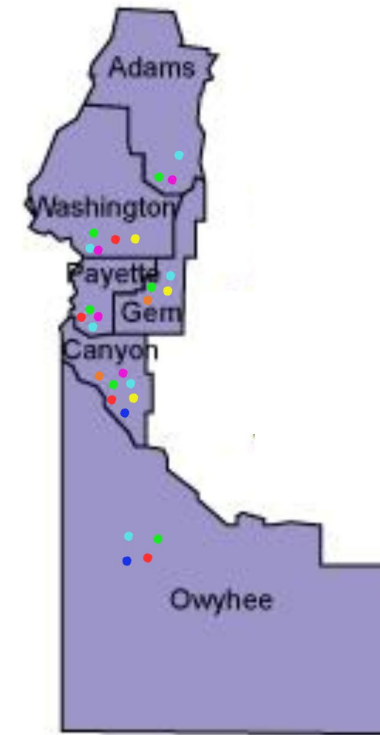


6

adults completed
community cessation
classes

Where?

- CATCH My Breath – prevention ●
- INDEPTH – intervention ●
- Community cessation classes ●
- Smoke/vape-free policy ●
- Community based initiatives ●
- Resource sharing ●
- Youth & adult nicotine screening ●



District 3
(Southwest)

Why?

- Increase positive health outcomes
 - Decrease addiction
 - #1 preventable death (smoking)
- Family impact
- Constant emerging trends
 - New vape products



Program Funding

Funding Source	Subgrant HC340200 - 93.387 National State and Tobacco Control Program; 93.994 Maternal and Child Health Services Block Grant to the State	Millennium Fund
Funding Recipient	CDC to IDHW to SWDH	SWDH via direct allocation and Idaho Department of Health and Welfare
Funding Requestor	IDHW	SWDH
Funding Duration	Through 4/30/2024 (anticipate ongoing annually)	Through 6/30/2024 (anticipate ongoing annually)
<u>Foundational Public Health Services/Capabilities</u>	Assessment & Surveillance; Community Partnership Development; Equity; Policy Development & Support; Communications	
<u>Essential Public Health Services</u>	Assess and monitor health; Communicate effectively to inform and educate; Strengthen, support, and mobilize communities and partnerships to improve health; Create, champion, and implement policies, plans, and laws; Enable equitable access; Improve and innovate through evaluation, research, and quality improvement	

SWDH Role in 2023-2026 Collaborative Action Plan

Southwest District Board of Health
November 28, 2023



Presentation Outline

- WICHC Recap
- What is an Implementation Plan?
- Regional Health Implementation Plan FAQs
- Proposed SWDH Involvement

WICHC Background



- Multi-sector, public-private partnership established in 2019
- 23 diverse members representing public health, healthcare, social services
- Addressing the social influencers (determinants) of health (SDOH)

WICHC Funders



WICHC Funding and SWDH Contribution

Funding Sources:

- Non-profit and private health systems
- Foundations & Non-profits
- Insurance Providers
- Central and **Southwest District Health**
- Local, state and federal grants

Funding Requestor: WICHC

Funding Recipient: CDH

Funding Duration: Renewed annually

• **Foundational Area/Capability:**

- Chronic disease prevention
- Access and link to clinical care and community partners
- Maternal, child, and family health
- Environmental public health

• **Essential Public Health Service:**

- ESPHS 1 – Assess and monitor population health
- ESPHS 3 – Communicate effectively to inform and educate
- ESPHS 4 – Strengthen, support, and mobilize communities to improve health

CHNA Results



Unsafe, unaffordable,
unattainable housing
and homelessness

Mental health and
substance misuse



Limited access to care,
emphasizing on dental
and vision and language
barriers

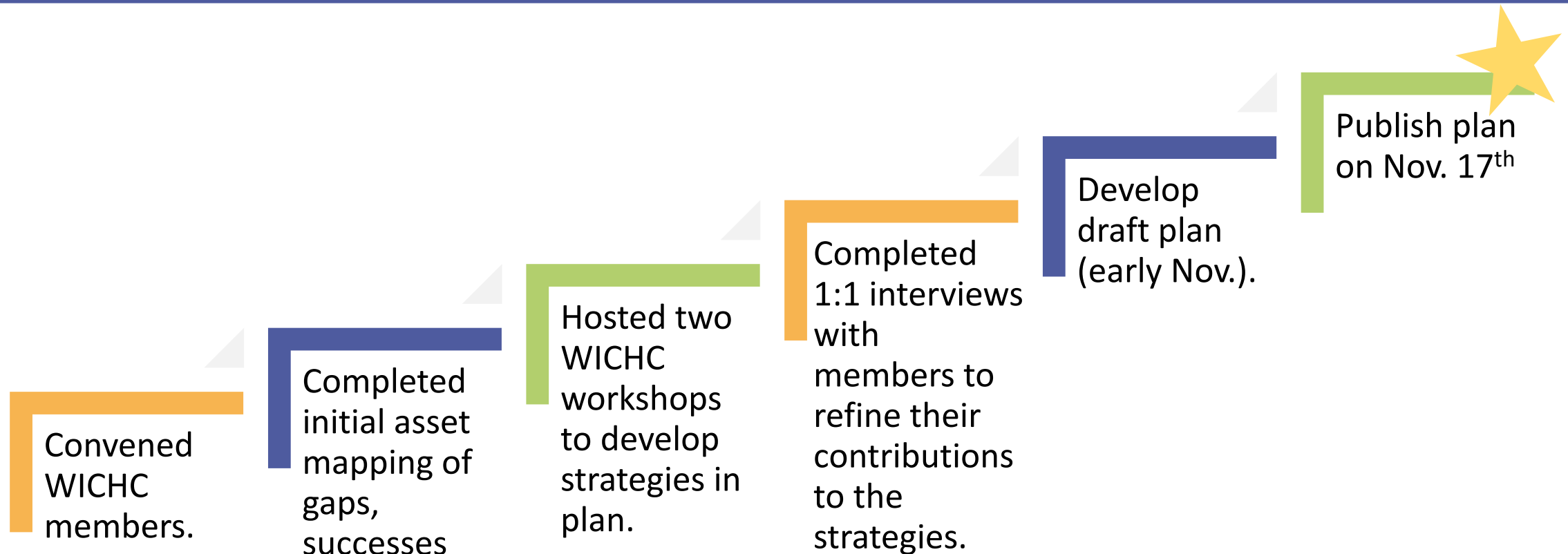
What is a Regional Health Implementation Plan?

- Action plan that explains what an organization will do to address community health priorities.
- Three-year plan that is linked to addressing priorities listed in CHNA.
- Plans are usually agency-driven. There has never been a regional, community-anchored and collaborative plan like this in Idaho's history.
- By collaborating on shared plan, we'll be able to coordinate activities with other partners to reduce gaps and increase impact.

Implementation Plan FAQs

- This plan will guide and direct the work of the ten-county collaborative for the next three years.
- Each WICHC member organization has a role to play and will be completing activities in the plan.

Implementation Plan Process



SWDHD Role in Implementation Plan



Housing and Homelessness

Coordinate internal public health data and provide annual reports to land use partners on the impact of a tight housing market is having on public health-related costs/outcomes.

Participate in opportunities to learn more about state and federal funding strategies for wrap-around services.



Behavioral Health

Partner with WICHC members, state departments and others to improve the success of pre-entry pipeline in healthcare (BH, CHEMS, and CHW) workforce.

Partner with others on developing a rural behavioral health stigma reduction campaign.



Access to Care

Improve effectiveness of FindHelpIdaho.org by having staff members be certified and begin referring to other services on FindHelpIdaho.org.

Participate in developing a regional strategy for mobile health to address gaps and ease access barriers.

Support and engagement from Community Health, Community Behavioral Health, Clinical Services, and CHAT Teams

Proposal for SWDH Role



- Some strategies will be grant funded and others will need to be funded by WICHC partners.
 - Alexis/SWDH will be applying for funds on some of the strategies.



- SWDH team members will be participate on workgroups and activities that align with their program and community goals.



- Identify funding needed and allocate district dollars to support implementing these strategies in FY25 Budget.

Thank you!

WICHHC Contact Info:

Alexis Pickering

apickering@cdh.idaho.gov

SWDH Contact info:

Charlene Cariou

Charlene.Cariou@phd3.idaho.gov

CORNERSTONE BUILDING
524 Cleveland Blvd
Caldwell, Idaho 83605
Lease Amendment #1

November 7th, 2023

To whom it may concern with Southwest District Health:

The following terms and conditions shall be incorporated into the original lease agreement dated January 19, 2019, by and between Southwest District Health as Tenant and PLB Acquisitions LLC as Landlord.

- 1) Tenant desires to extend their existing lease of Tenant Space #160 for five additional years beginning January 19th, 2024, and ending January 20th, 2029.
- 2) Item 1.3 to include the definition, "Suite 160".
- 3) The new monthly lease amount will be as follows:

Year	1	\$4,909.67 Month / \$58,916.04 Year
Year	2	\$5,056.96 Month / \$60,683.52 Year
Year	3	\$5,208.66 Month / \$62,503.92 Year
Year	4	\$5,364.93 Month / \$64,379.16 Year
Year	5	\$5,524.92 Month / \$66,299.04 Year
- 4) Item #27, to replace Cushman & Wakefield | Commerce, with Lee and Associates Idaho LLC.
- 4) All other lease terms and conditions shall remain unchanged.

LANDLORD
PLB Acquisitions LLC

TENANT
Southwest District Health

By: _____
Griffith Bibeau

By: _____

Date: _____

Date: _____

LEASE

THIS LEASE Is entered into as of the 19th day of January, 2019, by and between **RICHARD A. ANDERSON FAMILY LIMITED PARTNERSHIP**, an Idaho limited partnership, and **SOUTHWEST DISTRICT HEALTH**.

1. Definitions. The following terms as used in this Lease shall have the meanings hereinafter set forth:

1.1 **“Lessor”**: Richard A. Anderson Family Limited Partnership, an Idaho limited partnership, whose address is:

Richard A. Anderson Family Limited Partnership
1810 Dunwoody Court
Meridian, Idaho 83646
Telephone: (208) 866-2628

1.2 **“Lessee”**: Southwest District Health, the address for which is:

Southwest District Health
Attention: Doug Doney
13307 Miami Lane
Caldwell, Idaho 83607
Telephone: (208) 455-5300

1.3 **“Leased Premises”**: That portion of certain real property commonly known as 524 Cleveland Boulevard, Caldwell, Idaho 83605, consisting of 4,400 leaseable square feet as depicted on Exhibit A.

2. Term. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises for a term commencing the date a Certificate of Occupancy is issued and continuing until the end of the 60th calendar month after the month during which the term commenced. The Lessee has the option to terminate the Lease as of the end of the second Lease Year by giving the Lessor written notice of termination not less than ninety (90) days prior to the end of the second Lease Year.

3. Use of the Leased Premises. Lessee may use the Leased Premises only for a crisis center, and for no other purpose without the prior written consent of Lessor.

4. Rent.

4.1 Rent shall commence on the earlier of (i) the date a Certificate of Occupancy has been issued, or (ii) six (6) months after execution of this Lease and shall be due and payable on the 1st day of each month thereafter in accordance with the following schedule:

<u>Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Year 1	\$3,850.00	\$46,200.00

Year 2	\$4,033.33	\$48,400.00
Year 3	\$4,400.00	\$52,800.00
Year 4	\$4,583.33	\$55,000.00
Year 5	\$4,766.67	\$57,200.00

Rent for any partial month shall be prorated.

4.2 Lessee will pay, as additional rent, for the first twenty-four (24) months of the Lease Term an amount which will fully amortize the Lessor's cost to construct the Tenant Improvements, together with interest at 5% per annum, through twenty-four (24) equal monthly payments commencing on the first day of the first full calendar month of the Lease Term.

4.3 Rent payments shall be delivered to Lessor at Lessor's address set forth above, or to such other person or address as Lessor may, from time to time, designate in writing.

4.4 Any amounts which Lessee is required to pay or discharge pursuant to this Lease shall constitute additional rent. If Lessee shall fail to pay or discharge any additional rent, Lessor shall have the right, in its sole discretion, to pay or discharge same, which amount shall thereafter be considered as rent immediately due and payable subject to all of the rights and remedies provided herein or by law for the non-payment of rent. Lessee agrees to perform all of its obligations under this Lease at its sole cost and expense and to pay all additional rent when due without notice or demand.

4.5 Lessees agree to pay a five percent (5%) late fee if any rental payment or other sum due and owing pursuant to this Lease is not paid within ten (10) days of its due date.

5. Lessee's Fixtures.

5.1 Lessee may install in the Leased Premises any trade fixtures and equipment Lessee deems desirable, and they shall remain Lessee's personal property. Lessee may remove its personal property at any time during the term of this Lease, but shall repair any damage caused by removal of such personal property.

5.2 Lessee shall, prior to the date of termination of this Lease, remove from the Leased Premises all of Lessee's personal property (including, without limitation, trade fixtures and equipment) of every kind whatsoever. Any personal property left on the Leased Premises after the termination shall be deemed abandoned. Lessor may dispose of any abandoned property as it may elect and recover the cost of disposal from the Lessee.

6. Tenant Improvements. Lessor will construct the Lessee's improvements in accordance with plans, specifications, and construction drawings prepared by a licensed architect and which are approved by Lessee. The cost for improvements shall be based on the Schedule of Values attached as Exhibit B and actual charges of the architect. All improvements become the property of Lessor and remain with the Leased Premises except for those items Lessor directs be removed.

7. Taxes and Assessments.

7.1 Lessee shall pay all personal property taxes, assessments, and other items payable with respect to Lessee's personal property, fixtures, or otherwise associated with Lessee's business.

7.2 Lessor shall pay all real property taxes and assessments assessed or accrued against the Leased Premises.

8. Title.

8.1 So long as Lessee is not in default hereunder, Lessor covenants that Lessee shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights herein granted without interference from Lessor or anyone acting by, through, or under Lessor.

8.2 Lessee's rights under this Lease are, and shall always be, subordinate to the lien of any mortgage(s) or deed(s) of trust now or hereafter placed upon the Leased Premises, alone or with additional property, or upon any underlying leasehold estate, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this Lease to the lien or liens of such mortgage(s) or deed(s) of trust or to any such underlying lease or leases as shall be requested by Lessor.

9. Maintenance and Utilities.

9.1 Lessor shall maintain the Leased Premises in good repair and condition and shall make such repairs, including the HVAC system, which may be required to keep the Leased Premises in good repair and condition, ordinary wear and tear excepted. Provided, however, Lessee shall pay all cost and expense caused or associated with damage caused by or necessitated by Lessee's negligence.

9.2 Lessor shall pay for all sewer, trash removal, water, gas, and electricity services supplied to the Leased Premises. Lessor shall be responsible for all common area maintenance, including landscaping and snow/ice removal.

9.3 Lessee shall pay for all janitorial services for the suites leased by Lessee, as well as all charges for telephone and internet service.

10. Examination of Premises.

10.1 Lessee has examined the Leased Premises before taking possession hereunder, and such taking of possession shall be conclusive evidence as against Lessee that, at the time thereof, the Leased Premises were in good order and satisfactory condition.

10.2 It is expressly understood and agreed that Lessee shall take the Leased Premises in its "as is" condition; provided, further, Lessee shall be deemed to have accepted any changes or modifications by Lessor as satisfactory by taking possession of or occupying the Leased Premises.

11. **Signs.** Lessee may, at Lessee's sole cost and expense, place exterior building signage on the Leased Premises so long as such signage does not violate any local law, rule, regulation, or ordinance and does not violate any covenant or restrictions to which the Leased Premises are subject. Lessee shall place no signs on the Leased Premises without the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. Lessee shall furnish Lessor with sign drawings showing the size, color, materials, and lettering in sufficient detail for Lessor to make a reasonable determination of the suitability of the proposed sign. Lessor shall approve or disapprove, with reasons specified, of the proposed sign within ten (10) days after receipt of the sign drawings as set forth herein from Lessee. Lessor's approval of proposed signage does not constitute a representation or determination that such signage complies with applicable laws, rules, regulations, or ordinances governing signage.

12. **Alterations.**

12.1 Lessee shall make no alterations or improvements to the Leased Premises without the prior written consent of Lessor. All such alterations and improvements shall constitute a part of the Leased Premises subject to all of the terms, covenants, conditions, and agreements of this Lease.

12.2 All alterations and improvements to the Leased Premises (a) shall comply with the terms of (i) any mortgage(s) or deed(s) of trust placed on the Leased Premises and (ii) all laws, rules, and regulations applicable thereto; and (b) shall not impair the structural integrity of the buildings. Lessee shall provide Lessor with a copy of the plans and specifications for such alterations and improvements, together with a copy of all consents and approvals required by any document referenced in subparagraph (a) above, at least thirty (30) days prior to the commencement of construction of such alterations and improvements.

12.3 On surrendering possession of the Leased Premises, Lessor agrees to accept the Leased Premises with all alterations and improvements made by Lessee which have been approved by Lessor.

12.4 Lessee shall not permit any lien to stand against the Leased Premises for work done or materials furnished by or on behalf of Lessee and shall free the Leased Premises from the charge of such lien within five (5) days after it is filed of record. If Lessee contests the validity of a lien filed against the Leased Premises, it shall release the Leased Premises from the lien by providing a bond in accordance with Idaho Code section 45-518 *et seq.*, or other comparable procedures, provided that Lessee may contest the validity of any such lien, but upon a final determination of the validity thereof, Lessee shall cause the lien to be satisfied and released of record.

12.5 Nothing contained herein shall constitute the consent or request of Lessor, express or implied, to or for the performance of any labor or services, or the furnishing of any

materials to or for the construction or restoration, reconstruction expansion, alteration, repair, or remodeling of any buildings or improvements located on the Leased Premises. Notice is hereby given that Lessor shall not be liable for any labor, services, or materials furnished to Lessee, or anyone holding or claiming any interest in the Leased Premises by, through, or under Lessee, and that no mechanic's, materialman's, or other liens for any such labor, services, or materials shall attach to or affect the interest of Lessor in and to the Leased Premises. Lessee agrees to provide Lessor written notice of its intent to cause the performance of any labor or services, or the furnishing of any materials to or for the benefit of the Leased Premises at least thirty (30) days prior to the date Lessor is required to post or file a Notice of Non-responsibility or other document required to effect the provisions of this Section 12.5.

13. Insurance.

13.1 Lessee is a governmental entity and is subject to the Idaho Tort Claims Act and the limitations provided therein. Lessee is provided insurance coverage by the State of Idaho, Department of Administration, Risk Management Program, and therefore Lessee will require sublessee to maintain commercial general liability and premises liability insurance with respect to bodily injury, death, or property damage. Sublessee will pay the difference, if any, between the premium while the sublessee is occupying the Leased Premises and the premium which would be charged if a general office tenant occupied the Leased Premises.

13.2 Lessee will require that sublessee maintain commercial liability insurance and against damage, destruction, or theft of any personal property or trade fixtures on or at the Leased Premises in an amount not less than \$1,000,000.00 per occurrence. The insurance shall name Lessor as a named insured and shall constitute primary insurance. Said insurance shall be with an insurance carrier or carriers satisfactory to Lessor and shall not be subject to cancellation except upon not less than thirty (30) days prior written notice to Lessor and any other person designated by Lessor, and shall contain appropriate provisions waiving any subrogation rights of the insurer against Lessor. The policy or policies for said insurance or, at Lessor's option, a duly executed certificate or certificates of insurance for same, reasonably satisfactory to Lessor, evidencing compliance with all of the requirements of this Section shall at all times be kept on deposit with Lessor and any other person designated by Lessor.

14. Condemnation.

14.1 If the use, occupancy, or title of the Leased Premises, or any part thereof, or any easements, rights, or appurtenances relating thereto is taken, requisitioned, or sold in, by, or on account of any actual or threatened eminent domain proceeding by any governmental authority or any other person having the power of eminent domain, Lessee shall promptly give Lessor written notice thereof.

14.2 Lessor, at its option, may terminate the Lease or promptly restore the Leased Premises to an architectural unit as nearly comparable as practicable to the unit existing immediately prior to such taking or damage, and this Lease shall continue. If Lessor elects to restore the Leased Premises, commencing with the date on which Lessee is deprived of the use of any portion of the Leased Premises or of any rights under this Lease, Base Rent shall be reduced by the percentage by which the fair market rental value of the Leased Premises immediately after the taking or damage is reduced from such fair market rental value of the Leased Premises immediately prior to such taking or damage.

14.3 In the event of any condemnation, Lessor shall be entitled to all condemnation proceeds, and Lessee shall not make any claims for the value of its leasehold, but may claim from the condemning authority other costs, expenses, and damages caused by reason of such condemnation.

15. Assignment and Subletting.

15.1 Lessee may not assign this Lease or sublet the whole or any part of the Leased Premises without the prior written consent of Lessor, which consent the Lessor gives for a sublease to Lifeways, Inc., to operate a crisis center, provided, Lifeways, Inc., names Lessor as an additional insured for liability insurance with limit of not less than \$1,000,000.00 per occurrence. Lessee acknowledges that Lessor's consent to a sublease does not release Lessee from its obligations under the Lease. Any assignment or sublease shall not relieve Lessee of its obligations hereunder. Any transfer of 50% or more of any of the rights associated with the ownership of Lessee, whether in a single transaction or in the aggregate, shall constitute an "assignment" for which Lessor's consent is required.

15.2 The termination of this Lease shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or operate as an assignment to Lessor of all or any of such subleases.

16. Default.

16.1 Either party shall be deemed to be in default upon the expiration of thirty (30) days (three (3) days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease, unless that party, prior to the expiration of said thirty (30) days (three (3) days in the event of failure to pay money), has rectified the particulars specified in said notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said 30-day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default.

16.2 If the defaulting party is Lessee, Lessor shall have the following options:

(1) Lessor shall have the right to terminate this Lease by giving to Lessee written notice of such termination.

(2) If Lessor elects to terminate this Lease as provided in subparagraph (1) above, Lessor may then, or at any time thereafter, re-enter the Leased Premises, or any part thereof, and expel or remove therefrom Lessee and any other person occupying the same, using such force as may be necessary to do so, and again possess and enjoy the Leased Premises, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

(3) If Lessor elects to terminate this Lease, as provided in subparagraph (1) above, Lessor shall have all the rights and remedies of a landlord under the laws of the state of Idaho.

(4) After terminating this Lease pursuant to subparagraph (1) above, Lessor may, without any further demand or notice, remove any and all personal property located

on the Leased Premises and place such property in a public or private warehouse or elsewhere at the risk and at the sole cost and expense of Lessee. In the event Lessee does not immediately pay the cost of storage of such property after the same has been stored for a period of thirty (30) days or more, Lessor may sell any or all thereof at public or private sale in such manner and at such times and places as Lessor, acting reasonably, may deem proper, without notice to or demand upon Lessee, and apply the proceeds thereof to any amount due to Lessor from Lessee hereunder, with any excess being paid to Lessee.

(5) Lessor may, at Lessor's election, re-enter the Leased Premises, and, without terminating this Lease, at any time and from time to time, relet the Leased Premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Any reletting may be for the remainder of the term or for a longer or shorter period. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Leased Premises and any alterations or improvements thereto or both. Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the avails of any reletting or attachment. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee notice of termination.

(6) If Lessor elects to re-enter the Leased Premises without termination, as provided in subparagraph (5) hereof, Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures without liability for use or damage, or store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

(7) Notwithstanding anything to the contrary set forth herein, Lessor's re-entry to perform acts of maintenance or preservation of or in connection with efforts to relet the Leased Premises or any portion thereof, or the appointment of a receiver upon Lessor's initiative to protect Lessee's interest under this Lease, shall not terminate Lessee's right to possession of the Leased Premises or any portion thereof, and until Lessor does elect to terminate this Lease by written notice to Lessee, this Lease shall continue in full force and effect. Lessor may enforce all of Lessor's rights and remedies hereunder including, without limitation, the right to recover from Lessee as it becomes due hereunder all rent, additional rent, and other charges required to be paid by Lessee under the terms hereof. Any re-letting by Lessor of the Leased Premises, or any part thereof, shall be for the account and in the name of Lessee or otherwise. Any reletting may be for the remainder of the term of this Lease or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's

name and shall be entitled to all rents from the use, operation, or occupancy of the Leased Premises to be applied toward any amounts due to Lessor from Lessee hereunder, with any excess being paid to Lessee.

(8) Nothing in this Section 16.2 shall be deemed to affect Lessor's right to defense and indemnification under Section 13.4 for any act or acts arising prior to the date of termination of this Lease.

(9) In addition to the other remedies provided in this Lease, Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any term, covenant, condition, or agreement of this Lease and to a decree compelling performance of any term, covenant, condition, or agreement of this Lease and to any other remedy allowed to Lessor at law or in equity.

16.3 No re-entry or reletting of the Leased Premises shall be construed as an election by Lessor to terminate Lessee's right to possession and this Lease unless a written notice of such intention is given by Lessor to Lessee; and notwithstanding any such reletting without such termination, Lessor may, at any time thereafter, elect to terminate Lessee's right to possession and this Lease in the event that at such time Lessee remains in default hereunder.

16.4 The failure of a party to insist upon a strict performance of any of the terms, covenants, conditions, or agreements set forth herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions, and agreements herein contained.

16.5 In addition to the remedies set forth in this Lease, Lessor and Lessee shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or by law provided, but each shall be cumulative.

17. Notices.

17.1 All notices provided for herein shall be in writing and shall be given by United States registered or certified mail, postage prepaid, return receipt requested, addressed, if to Lessor, to Lessor at Lessor's address set forth above, by personal service or by facsimile, and, if to Lessee, to Lessee at Lessee's address or facsimile number set forth above. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Lease shall be deemed given upon receipt. For purposes of this Agreement, "receipt" shall mean the earlier of: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity of whom it is addressed, or (c) in the case of refusals to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

17.2 Each party agrees that a copy of all notices which said party gives to the other hereunder shall also be given by United States registered or certified mail to such other persons and at such addresses as the other party may designate in writing.

18. Attorneys' Fees. If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable costs and attorneys' fees. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term, covenant, condition, or agreement of this Lease or obligation of the other party to this Lease, then the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

19. Compliance with Laws. Lessee shall comply, and cause the Leased Premises to comply, with all laws, rules, and regulations applicable to the Leased Premises or the use, occupancy, or condition thereof, including, without limitation, the Americans With Disabilities Act, the Declaration of Covenants, Conditions, and Restrictions, and all federal, state, and local environmental laws. Lessee shall have the right to contest the validity or application of any such law, rule, or regulation and shall indemnify Lessor against any loss or liability resulting therefrom. Lessee will use the Leased Premises so that it does not disrupt the use and quiet enjoyment of other tenants in the building containing the Leased Premises.

20. Damage by Casualty.

20.1 If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall promptly give written notice thereof to Lessor generally describing the nature and extent of such damage or destruction.

20.2 Lessor shall promptly restore the Leased Premises to its condition immediately prior to the damage if there are sufficient insurance proceeds, and rent shall not abate during the period of reconstruction to the extent there is rental loss insurance payable on account of such loss.

21. **Surrender of Possession.** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, may, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subleases or subtenancies.

22. **Integration.** The parties hereto agree that this is the entire agreement between the parties hereto, and there are no oral agreements to the contrary, and this is the final, integrated document.

23. **Attornment.** Lessee agrees to execute such documents as a lender or prospective purchaser of the Leased premises may require (a) attesting to the terms of the Lease, the status of rental, and the existence of any defaults, and (b) agreeing to attorn to anyone succeeding to Lessor's interest provided such successor complies with all obligations of Lessor herein contained.

24. **Estoppel Certificate.** Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after Lessor's written request, certify by instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee or proposed purchaser as to the following:

24.1 Whether this Lease has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment;

24.2 The validity and force and effect of this Lease, in accordance with its tenor as then constituted, including the status of rent payments;

24.3 The existence of any default thereunder known to such party;

24.4 The existence of all offsets, counterclaims, or defenses thereto on the part of the other party;

24.5 The commencement and expiration dates of the term of this Lease; and

24.6 Agreeing to attorn to anyone succeeding to Lessor's interest provided such successor complies with all obligations of Lessor herein contained.

24.7 Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it, provided however, Lessor's

obligation to so certify shall be only to the extent such mortgage or purchase has been approved by Lessor. The failure to execute and deliver such certificate within the required time frame shall constitute a representation to such approved purchaser or mortgagee that this Lease has not been supplemented or amended other than as represented by the requesting party, this Lease is in force and effect, in accordance with its tenor as represented by the requesting party, there exists no default thereunder known to such party, there are no offsets, counterclaims, or defenses thereto on the part of the other party, and the commencement and expiration dates of the term of this Lease are as represented by the requesting party.

25. Option to Extend. Lessee has the option to extend the Lease for two successive five (5) year terms. Lessee shall exercise its option to extend by delivering written notice of the exercise of the option to extend to Lessor not less than one hundred twenty (120) days prior to the end of the Lease Term to be extended. Upon the giving of timely notice of exercise, Lessee is thereby agreeing to be bound by the same provisions as are contained in the Lease for the duration of each additional Lease Term, except that the rental shall be increased to the then fair market rent for the Leased Premises at the commencement of the first option, to be adjusted annually by an escalation rate established at the time the initial rent for the option term is established, representing a rate then being used in commercial leases. If the parties cannot agree on the rent and escalation rate, if suit is filed to determine the appropriate rates, the Lessee will pay the Lessor's fees and costs in that action if the court determines the base rent is the same or higher than the last amount proposed by Lessor before the suit is filed, and Lessor will pay Lessee's fees and costs if the court determines the base rent is less than the last amount proposed by Lessor before the suit is filed.

26. Holding Over. If the Lessee continues to occupy the Leased Premises after the end of the lease term, the Base Rent shall increase to 150% of the Base Monthly Rental payable with respect to the last month of the Term.

27. Brokerage. Cushman & Wakefield | Commerce is recognized as the sole Broker representing the Lessee in this transaction. Lessor agrees to pay Lessee's broker a commission equal to three percent (3%) of the base rent in the initial term. Commission shall be payable one-half at lease execution and one-half at rent commencement.

28. General.

28.1 The Article headings are for convenience only and do not define, limit or construe the contents of the Article.

28.2 Neither this Lease nor any affidavit or other statement or memorandum, shall be recorded by the Lessee.

28.3 It is understood and agreed by and between the parties hereto that Lessor may assign and transfer this Lease and that any assignee or successor in interest to Lessor shall

assume all obligations of Lessor under this Lease, and thereupon Lessor shall be relieved of all liabilities and obligations hereunder.

28.4 The terms and conditions hereof shall be bound upon and inure to the benefit of the respective parties, their administrators, executors, successors and assigns.

28.5 No waiver of any covenant or condition of this Lease by Lessor shall be deemed to imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Lease. Whenever in this Lease Lessor reserves or is given the right and power to give or withhold its consent to any action on the part of Lessor, such right and power shall not be exhausted by the exercise on one or more occasions, but shall be a continuing right and power for the entire term of this Lease.

28.6 Each covenant, agreement and provision of this Lease shall be construed to be a separate covenant, agreement and provision. If any covenant, agreement or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or provision to any person or circumstances other than those as to which such covenant, agreement or provision is invalid or unenforceable, shall not be affected thereby, and each covenant, agreement and provision of this Lease shall be valid and enforceable to the extent permitted by law.

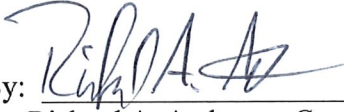
28.7 It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understanding, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

28.8 The laws of Idaho shall govern the validity, performance, and enforcement of this Lease. This Lease shall be construed not for or against Lessor or Lessee, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

IN WITNESS WHEREOF, the parties hereto have set their hands hereunder as of the date and year first above written.

LESSOR:

RICHARD A. ANDERSON FAMILY
LIMITED PARTNERSHIP, an Idaho limited
partnership,

By: 

Richard A. Anderson, General Partner

1/19/19

LESSEE:

SOUTHWEST DISTRICT HEALTH

By: 

Bryan Elliott,
Chairman Southwest
District Health Board of Health

EXHIBIT A

[depiction of Leased Premises]

CORNERSTONE BUILDING - FIRST FLOOR PLAN
 SUITES 180 & 140 (APPROX. 4,700 SF)

CALDWELL CRISIS CENTER
 TENANT FEASIBILITY PLAN

LOWMYER
 CONRY
 ARCHITECTS

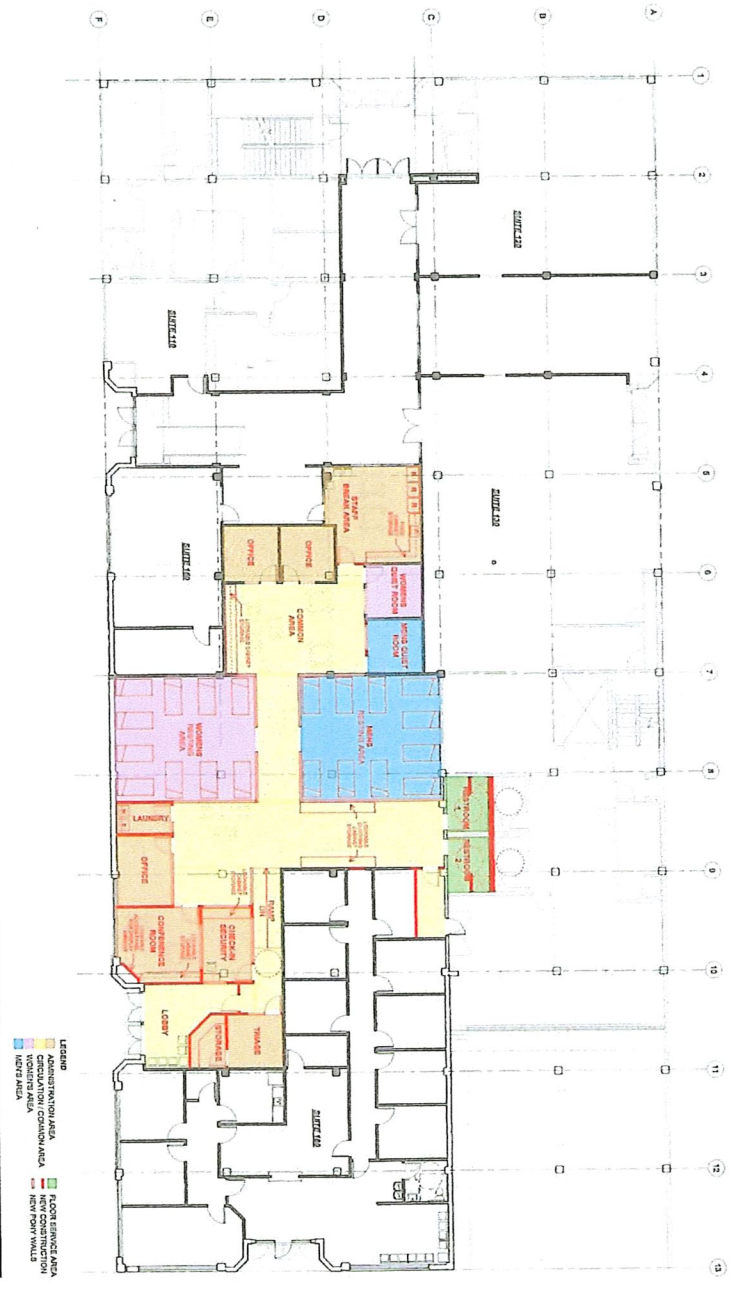


EXHIBIT B

SCHEDULE OF VALUES FOR
TENANT IMPROVEMENTS IN THE CORNERSTONE BUILDING



HACKER & SONS CONSTRUCTION, INC.

COMMERCIAL - RESIDENTIAL
REMODEL - ADDITION

General Contractor

Bill Hacker

208-941-1308

PO Box 1445
Caldwell, ID 83606
RCE-22

November 19, 2018

To Whom It May Concern:

In this document you will find a cost breakdown for myself as Superintendent and subcontractor labor costs. Also subcontractors will submit a bid prior to starting work, they will be on a fixed price estimate and will not fall on the hourly rate system as stated below.

Superintendent will receive \$45.00 a hour
General laborers will be billed at \$30 a hour
Journeyman Electricians will be billed at \$75 a hour
Apprentice Electricians will be billed at \$50 a hour
Journeyman Plumbers will be billed at \$75 a hour
Apprentice Plumber will be billed at \$50 a hour

Subcontractors per bids will be: Steel stud framers, sheet rock hanging taping and texturing, acoustical ceiling, Painting, Floor coverings, tile and cabinets. Specialty hardware installed by knowledgeable contractor.

It's my understanding that this is a time sensitive project, we will be onsite working as soon as we have the building permit in hand, keeping a tight schedule and a timely completion with quality still in check.

Thank You

Bill Hacker
Hacker and Sons Construction Inc.