

## **BYLAWS**

### **ARTICLE I: NAME AND ESTABLISHMENT**

The name of this organization shall be the South Central Behavioral Health Board (SCBHB). In accordance with Idaho Code 39-31 (Appendix A) this Board is established with the legislative intent to be recognized as a governmental entity authorized by the state, in the same manner as other single purpose districts. This board shall have no authority to levy taxes. The Board is authorized to provide the community family support and recovery support services listed in Idaho Code 39-3135 (7), but is not limited or required to manage those services.

### **ARTICLE II: JURISDICTION**

The principal business of this board shall cover the following counties in the State of Idaho: Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls.

### **ARTICLE III: MEMBERS, OFFICERS, AND ELECTIONS**

**Section 1.** Members shall be selected in accordance to Idaho Code 39-3130 totaling 22 members with the following allocation:

- (1) Three (3) county commissioners or their designee;
- (2) Two (2) Department of Health and Welfare employees who represent the behavioral health system within the region;
- (3) One (1) parent of a child with a serious emotional disturbance;
- (4) One (1) parent of a child with a substance use disorder;
- (5) One (1) law enforcement officer;
- (6) One (1) adult mental health services consumer representative;
- (7) One (1) mental health advocate;
- (8) One (1) substance use disorder advocate;
- (9) One (1) adult substance use disorder services consumer representative;
- (10) One (1) family member of an adult mental health services consumer;
- (11) One (1) family member of an adult substance use disorder services consumer;
- (12) A private provider of mental health services within the region;
- (13) A private provider of substance use disorder services within the region;

- (14) A representative of the elementary or secondary public education system within the region;
- (15) A representative of the juvenile justice system within the region;
- (16) A representative of the adult correction system within the region;
- (17) A representative of the judiciary appointed by the administrative district judge;
- (18) A physician or other licensed health practitioner from within the region;
- (19) A representative of a hospital within the region;

**Section 2.** The Board shall annually elect an executive committee of five (5) or seven (7) members, at least one (1) advocate (consumer, mental health, substance use disorder), in accordance with IC 39-3133. The Executive Committee shall be empowered to make fiscal, legal and business decisions on behalf of the full board, including membership appointments to committees and working groups, and other duties assigned in board policies. If Partner Public Entity (PPE) is making the decision then PPE must have a recommendation from the SCBHB (reference Figure 1). The executive committee (EC) or the PPE shall have the power and duty, on behalf of SCBHB to:

- (1) Establish a fiscal control policy as required by the state controller (PPE);
- (2) Enter into contracts and grants with other governmental and private agencies, and this chapter hereby authorizes such other agencies to enter into contracts with the regional behavioral health boards, as deemed necessary to fulfill the duties imposed upon the board to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization (EC recommendation to the PPE); [see Appendix A – Contract SOW]
- (3) Develop and maintain bylaws as necessary to establish the process and structure of the board (EC);
- (4) Employ and fix the compensation, subject to the provisions of **chapter 53, title 67**, Idaho Code, of such personnel as may be necessary to carry out the duties of the regional behavioral health boards (EC recommendation to the PPE); and
- (5) Ensure compliance with all applicable federal, state and local laws in the execution of its duties.

All meetings of the executive committee and full board shall be held in accordance with the open meeting law as provided for in **Chapter 2, Title 74**, Idaho Code.

**Section 3.** The board shall annually elect to a one-year term a chair, vice chair, and secretary. Officers may be re-elected to the same office. Furthermore, in accordance with Idaho Code 39-3134, appointments to the board will be handled by the current chair of the Behavioral Health Board and one (1) representative of the Department of Health and Welfare from Region V; this shall constitute the Appointing Authority. The committee shall meet annually or as needed to fill vacancies on the board.

## **ARTICLE IV: TERM -- VACANCIES -- CONDUCT -- COMPENSATION**

### **Section 1.**

a) In accordance with Idaho Code 39-3134, the term of each member of the board shall be for four (4) years and members shall be eligible for reappointment. Current membership and term expiration dates shall be recorded in the minutes of the June meeting (end of state fiscal year).

b) Termination from the Board may occur if a member has three (3) unexcused absences from regularly scheduled board meetings in a year (July 1<sup>st</sup> – June 30<sup>th</sup>). The executive committee will function as a “review committee” should the need arise to review a board member’s continuation of term for misconduct reasons. The executive committee will review any misconduct referral(s) and provide recommendation(s) to the full board in accordance with the board policy on Board Member Conduct, which includes a Board Member Code of Conduct (policy and code attached to these bylaws). The vote to terminate a board member must receive a two-thirds (2/3’s) majority by the Appointing Authority.

The board member who is the subject of the termination vote may not be present at the time of the vote. A letter of termination signed by the board chair will be delivered in writing and received by the secretary.

c) Voluntary resignations can be submitted by written letter to the board secretary

**Section 2.** Vacancies shall be filled for the unexpired term in the same manner as outlined in IC 39-3134.

**Section 3.** As resources allow, board members shall be reimbursed from designated board funds at the approved state of Idaho prescribed rate for travel and expense to attend meetings of the Board and other activities as authorized by the State Board of Examiners (SBE) policy.

## **ARTICLE V: MEETINGS**

**Section 1.** The will meet bi-monthly unless stipulated otherwise by a published calendar. All meetings (full Board and executive committee) are open to the public and subject to the requirements of Idaho’s Open Meeting Law (IC 74-201 thru 74-208).

**Section 2.** A quorum of the board is constituted by 12 members. Votes are passed with a two-thirds (2/3) majority for all votes. Voting by proxy or email is not allowed by IC 74-203.

**Section 3.** Members unable to attend a meeting shall notify the board secretary.

**Section 4.** Conference call lines and/or video conference connections will be made available to facilitate participation of members in outlying communities. Votes cast over a conference call line or through a video conference connection during the board meeting are considered an in-person vote.

## **ARTICLE VI: POWERS AND DUTIES**

The Board is authorized to perform all duties identified in IC 39-3135 and is further authorized to provide the community family support and recovery support services listed in Idaho Code 39-3135 (7), but is not limited or required to manage those services. (Appendix B)

## **ARTICLE VII: BASIC POLICIES**

**Section 1.** This Board shall be noncommercial, nonsectarian, and nonpartisan. Members shall abide by the Code of Conduct provided to all board members. All policies of the Board shall be approved by vote and maintained as attachments to the bylaws. Once a policy is approved by board vote, it shall be added to the attachments and considered in effect until such time as the Board votes to revise or remove the policy.

**Section 2.** No person shall be excluded from membership on the basis of race, color, creed, national origin, disability, gender, sexual orientation, or gender identity.

**Section 3.** Competitive processes, per the Department of Administration policy, shall be in place for any opportunities for service contracts provided on behalf of and/or overseen by the board.

**Section 4.** Committees or working groups must be chartered by the board and must not speak on behalf of the board or take actions unless prior approval is given.

- a) Membership of committees and working groups shall be by appointment by the executive committee.
- b) The purpose of committees or working groups is to carry out the functions of the board; members may be appointed from outside the board membership.
- c) All committees and working groups shall have at least one member of the board as a member.
- d) Committees and working groups shall elect their own leadership (chair, secretary) and provide standing reports to the board at each Board meeting.

## **ARTICLE VIII: PROCEDURES**

**Section 1.** PARLIAMENTARY AUTHORITY: *Robert's Rules of Order* (Simplified) shall be the governing authority for the order of business and conduct of all meetings of the board, the executive committee, and other committees of this organization when not in conflict with these Bylaws.

**Section 2.** All actions shall be based on a two-thirds (2/3's) majority vote of the board quorum present.

**Section 3.** Individual members of the Board shall not speak for the board, except on specific delegation.

**Section 4.** Procedures for implementation of board policies shall be included in said policies and approved in the board vote to establish policies. Procedures to implement policies may be modified at any time by board vote and are not amendments to the bylaws.

## **ARTICLE IX: AMENDMENTS**

The sections of these bylaws, unless specified in Idaho Code, may be amended at any meeting of the board by a two-thirds (2/3's) vote, provided the amendment is presented in writing to all members at least 72 hours prior to the business meeting at which they are presented for adoption.

### **ADOPTED:**

*March 8, 2017*

## **APPENDIX A: Contract No. BC019100 (IDHW and SCPHD)**

### **STATE OF IDAHO**

#### **Department of Health and Welfare Contract**

CONTRACT NO. *BC019100* CONTRACTOR'S FEDERAL I.D. NO. 826000952DC

CONTRACT NAME: SOUTH CENTRAL PUBLIC HEALTH DISTRICT

CFDA NUMBER AND TITLE: *N/A*

DUNS NUMBER: *N/A*

This Contract is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the DEPARTMENT, and SOUTH CENTRAL PUBLIC HEALTH DISTRICT, hereinafter referred to as the CONTRACTOR. This contract is anticipated to be effective as of *11/13/2015* and expire on *11/12/2019*. As outlined in Paragraph II of the Contract Terms and Conditions, this Contract will not be effective until signed by all parties.

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

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

Administrative services and support of Regional Behavioral Health Board

The following Attachments are hereby incorporated and made a part of this Agreement:

General Terms and Conditions

Scope of Work

Performance Metrics

Cost/Billing Procedure

Reports

**TOTAL CONTRACT AMOUNT: \$200,000.00**

**SUB OBJECT: 761400-HEALTH DISTRICT (NON-FED)**

**PROGRAM COST ACCOUNT (PCA) 72285 - BH BOARD AMH - R5**

CONTRACT MONITOR: ~~Kathy Skippen~~ Crystal Campbell

CONTRACT MANAGER: Rosie Andueza

## **General Terms and Conditions**

I. DEFINITIONS. As used in the Contract, the following terms shall have the meanings set forth below:

- A. Contract shall mean the Contract Cover Sheet, these General Terms and Conditions, and all Attachments identified on the Contract Cover Sheet. The Contract shall also include any negotiated and executed amendment to the Contract or any task order negotiated, executed, and implemented pursuant to provisions of the Contract.
- B. Contract Manager shall mean that person appointed by the Department to administer the Contract on behalf of the Department. "Contract Manager" includes, except as otherwise provided in the Contract, an authorized representative of the Contract Manager acting within the scope of his or her authority. The Department may change the designated Contract Manager from time to time by providing notice to the Contractor as provided in the Contract.
- C. Contractor shall mean that individual, partnership, corporation, or other entity who executes the Contract or performs services under "the Contract. The Contractor shall include any subcontractor retained by the Contractor as permitted under the terms of the Contract.
- D. Department shall mean the State of Idaho, Department of Health and Welfare, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.

II. CONTRACT EFFECTIVENESS. It is understood that this Contract or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Department until the Contract or Amendment has become effective. The Department will not pay for any services rendered prior to the effective date of the Contract or Amendment. III. RENEWAL. The Department reserves the right to extend this contract for additional periods, not to exceed a total of four (4) years, provided the Contractor has demonstrated satisfactory performance in the previous year. Any extension or amendment of this contract shall be in writing, signed by both parties.

III. RENEWAL. The Department reserves the right to extend this contract for additional periods, not exceed a total of four (4) years, provided the Contractor has demonstrated satisfactory performance in the previous year. Any extension or amendment of this contract shall be in writing, signed by both parties.

IV. INDEPENDENT CONTRACTOR STATUS.

- A. Status The Contractor's status under the Contract shall be that of an independent contractor and not that of an agent or employee of the Department. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.

V. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not subcontract or assign the Contract without the prior written approval of the Department. The Department will not approve subcontracts unless such subcontracts contain all federal and state requirements and such conditions and provisions as the Department may, in its sole judgment, deem necessary. Notwithstanding the Department's approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and shall remain liable for all General Terms and Conditions damages to the Department caused by negligent performance or non-performance of the subcontracted services.

VI. RECORDS AND DATA.

- A. Fiscal Records The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract.
- B. Records Maintenance The Contractor shall maintain all records and documents relevant to the Contract for three (3) years from the date of final payment to the Contractor. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.



C. Termination of Contract If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to the Contract in the Contractor's possession shall become the property of the Department and the Contractor shall immediately deliver such records to the Contract Manager.

D. Records Review All records and documents relevant to the Contract, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the Department and other personnel duly authorized by the Department, and by federal inspectors or auditors. The Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Department.

E. Subcontracts The Contractor shall include the requirements of this section in all approved subcontracts and assignments.

VII. CONFIDENTIALITY. The Contractor shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Contractor with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Contractor.

VIII. PUBLIC RECORDS. Pursuant to Idaho Code Title-74 Chapter 1, as amended during the term of the Contract, information or documents received from the Contractor may be open to public inspection and copying unless they are exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Contractor shall indemnify and defend the Department for honoring such a designation. The Contractor's failure to designate as exempt any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Department receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

IX. CUSTOMER SERVICE.

A. Telephone Contractors who have direct contact with the public in fulfilling this contract shall have General Terms and Conditions Page 2 of 8 their main, published telephone numbers answered by a person during normal business hours or if a voice mail directory is used to direct callers, the caller must have the option of speaking to a person. Voice mail for Contractor staff shall provide an option for the caller to obtain immediate assistance if necessary. The Contractor shall endeavor to return telephone calls the same day, and shall respond to phone calls and e-mails not later than forty-eight (48) hours or two (2) business days after the initial contact, whichever is later.

B. Correspondence The Contractor shall respond to written correspondence within ten (10) business days. The Contractor shall provide clear, understandable, timely and accurate written information to Department customers as required by this Contract.

C. Policies The Contractor shall treat Department staff and customers with respect and dignity, and shall demonstrate a caring attitude to all who ask for assistance. Contractors shall have a written customer service policy that describes how customer service will be incorporated into policies and training.

X. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS.

The Contract is subject to the provisions of any relevant federal regulations and any relevant provisions of agreements between the State of Idaho and the United States, including but not limited to State Plans, in effect at the time the Contract is executed, or which thereafter become effective. Such regulations and agreements are on file in the Central Office of the Department and are available for inspection by the Contractor during regular business hours.

XI. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Department any compensation paid to the Contractor arising from such noncompliance, plus costs, including audit costs.

XII. COMPLIANCE WITH CERTAIN LAWS.

A. Nondiscrimination The Contractor shall provide all services funded through or affected by the Contract without discrimination on the basis of race, color, national origin, religion, sex, age, and



physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and, The Americans with Disabilities Act of 1990. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws.

B. HIPAA The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191 , 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.

C. Lobbying

1. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee General Terms and Conditions Page 3 of 8 of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the Department.
3. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, sub-grants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.
4. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject the Contractor to a civil penalty, under 31 U.S.C. Section 1352, of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement, and that the Contractor's execution of the Contract is a material representation of fact upon which the Department relied in entering the Contract.

D. Qualification The Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);
2. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. Section 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

E. Illegal Aliens The Contractor warrants that any contract resulting from this Solicitation is subject to General Terms and Conditions Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

### **XIII. CONFLICT OF INTEREST.**

A. Public Official No official or employee of the Department and no other public official of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract.

B. Contractor The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract, no person who has any such known interests shall be employed.

XIV. LICENSES. For the duration of the Contract, the Contractor shall maintain in effect, and have in its possession, all licenses required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.

### **XV. REMEDIES.**

A. Remedial Action If any of the services do not conform to Contract requirements, the Department shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the Department; or (4) terminate the Contract.

B. Termination for Convenience The Department or the Contractor may cancel the Contract at any time, with or without cause, upon thirty (30) calendar days written notice to the other party specifying the date of termination.

C. Termination for Cause Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; (c) the Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or (d) the Contractor fails to comply with any applicable law, regulation, or rule.

D. Effect of Termination Upon termination by the Department, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the Department any property provided by the Department pursuant to the Contract; and, (c) deliver or General Terms and Conditions Page 5 of 8 otherwise make available to the Department all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process. Upon termination by the Department, the Department may take over the services and may award another party a contract to complete the services contemplated by the Contract. Upon termination for

cause, the Department shall be entitled to reimbursement from the Contractor for losses incurred as a result of the Contractor's breach.

- E. Survival of Terms Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of Sections IV (Independent Contractor Status), VI (Records and Data), XI (Federal and State Audit Exceptions), and XII (Compliance with Certain Laws).

## **XVI. MISCELLANEOUS.**

- A. Disposition of Property At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.
- B. Governing Law The Contract shall be governed by and construed under the laws of the State of Idaho.
- C. Officials Not Personally Liable In no event shall any official, office, employee or agent of the State of Idaho or of the Department be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.
- D. Time of Performance Time is of the essence with respect to the obligations to be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.
- E. Notices Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.
- F. Attorney Fees In the event of a legal proceeding of any kind instituted under the Contract or instituted to obtain performance or to remedy a default under the Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.
- G. Appropriation by Legislature Required The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or rescinds or requires any return or "give-back" of funds required for the State to continue General Terms and Conditions payments, or if the Executive Branch mandates any cuts or hold backs in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease with in ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.
- H. Non-waiver of Breach The failure of the Department to require strict performance of any term or condition of the Contract or to exercise any option herein, in anyone or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the Department.
- I. Complete Statement of Terms The Contract constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the department, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Department and the Contractor.

- J. Priority of Contract Documents The Contract consists of and precedence is established by the order of the following documents incorporated into this Contract: 1) the Attachments identified on the Contract Cover Sheet; 2) these General Terms and Conditions; and, 3) the Contract Cover Sheet. These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the documents, a higher priority document shall supersede a lower priority document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.
- K. Severability If any term or provision of the Contract is held by the court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- L. Headings The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

SOUTH CENTRAL PUBLIC HEALTH  
DISTRICT

Name of Organization

Rene R. LeBlanc

Name of Signature Authority (printed)

District Director

Title

Rene R. LeBlanc

Signature

Nov. 12, 2015

Date

Mailing Address:

1020 Washington St. N

Twin Falls, ID 83301

(208) 737-5902

Telephone No.

Contract Number: BC019100

STATE OF IDAHO:

Department of Health and Welfare

Name of Organization

Ross Edmunds, Division of Behavioral Health

Name of Signature Authority (printed)

Division Administrator

Title

[Signature]

Signature

11/17/2015

Date

Mailing Address:

P.O. Box 83720

Boise, ID 83720-0036

Telephone No.



## Scope of Work

### I. General Requirements

#### A. The Contractor shall:

1. Comply with the rules, regulations and policies as outlined by the Department of Health of Health and Welfare (Department) and rules, regulations and policies pertaining to the District 5 Regional Behavioral Health Board (R5BHB) as outlined in Idaho Statutes 39-3132, 39-3133, 39-3134, and 39-3135.
2. Ensure that procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department records.
3. Support the goals and objectives of the Department in the establishment of readiness and maintenance of the R5BHB under Idaho Statute 39-3132.

#### B. The Contractor will not be responsible for providing services that are not defined in this Scope of Work.

### II. Regional Board Direct Support Services

#### A. The Contractor shall be responsible for providing administrative support to the R5BHB in carrying out its mission, vision and work as defined under Idaho Statute 39-3132 thru 39-3135.

#### B. The Contractor shall ensure that personnel provide services to the R5BHB which include, but are not limited to the following duties:

1. Documentation and record keeping for meeting minutes and the Monthly Activity Summary.
  2. Community Relations support by developing and maintaining a R5BHB website and assisting with media, advertising and promotional activities through the Contractor's established partners and processes.
  3. Provide appropriate support to grant writing efforts through identification of trainings, grant opportunities, and by assisting in the submission of the grant application and receipt of any awarded funds on behalf of the R5BHB.
  4. Support the R5BHB in their development of community resources and services in all counties of region/district related to behavioral health services (substance use disorder, mental health and co-occurring disorders).
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5. Assist the board with the development of an annual budget (state fiscal year) and serve as the fiduciary agent for all funds.

### III. Regional Board Operational Services

#### A. The Contractor shall provide fiduciary support to the R5BHB for its operational expenditures within the defined annual budget per Section II.B. Operational needs shall include, but are not limited to:

1. Travel reimbursement for R5BHB members.
2. Educational, training and board approved activities for R5BHB members.
3. Administrative support to the board as they direct relief and support services as defined

under Powers and Duties in Idaho Statute 39-3135 and board approved Annual Gaps and Needs Analysis.

- B. The Contractor may provide legal support if requested; however, the R5BHB reserves the right to retain their own Legal Counsel if deemed appropriate.

IV. Other Support Services

A. The Contractor shall:

1. Support the identified behavioral health services per the approved Annual Gaps and Needs Analysis. This may also include support for additional services provided in accordance with the fiscal control practices of the Contractor.
2. Provide administrative support to the board in grant writing efforts, by the board secretary, within defined powers and duties under the Public Health District rules and policies.
3. Manage grants and grant funding (revenues and expenditures) obtained by the R5BHB in accordance with defined fiscal control policies and internal controls of the public health district. Indirect cost percentages will be defined and agreed upon by both parties.

V. Reports and Records

A. The Contractor shall:

1. Administratively support the R5BHB and Board Secretary in the development of an Annual Gaps and Needs Analysis as required by the State Behavioral Health Planning Council.
2. Provide the contract monitor with a copy of the R5BHB meeting minutes on a quarterly basis as well as provide an annual Operational budget and expenditures, report specific to the R5BHB.



## Performance Metrics

### **Regional Board Direct Services.**

(SOW I, II and III) The Contractor shall provide personnel support to the R5BHB for them to meet their responsibilities as defined in Idaho Statutes 39-3132, 39-3133, 39-3134, and 39-3135.

#### **Required Level of Expectation:**

100%

#### **Method of Monitoring:**

The Contract Monitor will meet with the Contractor quarterly with the R5BHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the R5BHB monthly meeting minutes/monthly Activity Summary Report.

#### **Strategy for Correcting Non-Compliance:**

The Department will notify the Contractor if an issue is identified and both parties will work together to ensure issue resolution. The Contractor may be required to submit a written corrective Action plan that includes how they will resolve the issue and dates for completion.

### **Regional Board Operational Services.**

(SOW II and III) The Contractor shall provide fiscal support to the R5BHB to fulfill their responsibilities as defined in Idaho Statutes 39-3132, 39-3133, 39-3134, and 39-3135.

#### **Required Level of Expectation:**

100%

#### **Method of Monitoring:**

The Contract Monitor will meet with the Contractor quarterly with the R5BHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the R5BHB monthly meeting minutes/monthly Activity Summary Report.

#### **Strategy for Correcting Non-Compliance:**

The Department will notify the Contractor if an issue is identified and both parties will work together to ensure issue resolution. The Contractor may be required to submit a written corrective Action plan that includes how they will resolve the issue and dates for completion.

### **Other Support Services.**

(SOW IV) The Contractor shall provide personnel support as needed by the R5BHB as it moves to develop those services as described under Idaho Statute Chapter 53 Title 67.

#### **Required Level of Expectation:**

100%

#### **Method of Monitoring:**

~~The Contract Monitor will meet with the Contractor quarterly with the R5BHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the R5BHB monthly meeting minutes/monthly Activity Summary Report.~~

#### **Strategy for Correcting Non-Compliance:**

The Department will notify the Contractor if an issue is identified and both parties will work together to ensure issue resolution. The Contractor may be required to submit a written corrective Action plan that includes how they will resolve the issue and dates for completion.

## Cost/Billing Procedure

### **COST:**

This is a FIRM FIXED FEE, DEFINITE QUANTITY contract.

The Department will pay and the Contractor shall receive up to a total sum of **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** for services satisfactorily performed and authorized under the contract. No carry over of funds from year to year will be allowed under this contract.

### **Cost Matrix- Year One**

Services	Unit	Number of Units	Cost/Unit
Regional Behavioral Health Board - Startup costs for installing equipment to enhance support services identified in the Scope of Work		1	\$6,325.00
Regional Behavioral Health Board Support	First month only	1	\$3,639.62
Regional Behavioral Health Board Support	Per month	11	\$3,639.58

### **Cost Matrix – Years Two through Four**

Services	Unit	Number of Units	Cost/Unit
Regional Behavioral Health Board Support	Per month	35	\$4,166.67
Regional Behavioral Health Board Support	Last month of final contract year	1	\$4,166.55

### **BILLING PROCEDURE:**

The Contractor shall submit monthly invoices as identified in the cost matrix along with a copy of the R5BHB monthly meeting minutes and or the monthly Activity Summary Report within thirty (30) days after the end of the month in which services were provided.

Invoices shall include the following:

1. Contractor's Name
2. Vendor Identification Number
3. Contract Number
4. Month services were provided

5. Invoice number
6. Date of Invoice
7. Total amount invoiced for the billing period

Invoices shall be submitted to:

Kathy Skippen, Program Specialist  
Division of Behavioral Health  
P O Box 83720  
Boise, ID 83720-0036

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

## Reports

**Report Description:**

Activity Summary Report - The report shall identify activities, decisions, and tasks that occur on behalf of the R5BHB. It shall be substituted for those months when the R5BHB does not meet, and therefore, meeting minutes are not available.

**Report Format:**

Word or Excel

**Report Due Date:**

Within thirty (30) calendar days after the month in which services were provided. Last month of each contract year, the report is due no later than June 10th.

**Report Description:**

Operational Budget and Expenditures Report - The report shall be specific to the R5BHB and contain a breakdown of the budget and expenditures specific to the \$50,000 budget for each contract year.

**Report Format:**

Word or Excel

**Report Due Date:**

Within thirty (30) calendar days after June 30 each year

## APPENDIX B: IC 39-31 (Regional Behavioral Health Services)

### TITLE 39 HEALTH AND SAFETY CHAPTER 31 REGIONAL BEHAVIORAL HEALTH SERVICES

**39-3131. BEHAVIORAL HEALTH SERVICES TO BE OFFERED.** The regional behavioral health center shall provide or arrange for the delivery of services that, combined with community family support and recovery support services provided through the regional behavioral health boards, Medicaid and services delivered through a private provider network, will lead to the establishment of a comprehensive regional behavioral health system of care that incorporates patient choice and family involvement to the extent reasonably practicable and medically and professionally appropriate. The regional behavioral health center shall provide or arrange for the delivery of the following services:

- (1) Treatment services for individuals who do not have other benefits available to meet their behavioral health needs as resources allow including, but not limited to, psychiatric services, medication management, rehabilitative and community-based services, outpatient and intensive outpatient services, assertive community treatment, case management and residential care;
- (2) Community family support and recovery support services as defined in section **39-3135(7)**, Idaho Code, until the regional behavioral health board can meet the initial readiness criteria and voluntarily accepts responsibility for these services or if the regional behavioral health board fails to sustain criteria to maintain responsibility for these services;
- (3) Evaluation and intervention for individuals experiencing a behavioral health emergency;
- (4) Hospital pre-care and post-care services, in cooperation with state and community psychiatric hospitals, for individuals who have been committed to the custody of the director of health and welfare pursuant to sections **18-212** and **66-329**, Idaho Code, or who are under an involuntary treatment order pursuant to **chapter 24, title 16**, Idaho Code;
- (5) Evaluation and securing mental health treatment services as ordered by a court for individuals pursuant to section **19-2524**, **20-511A** or **20-519B**, Idaho Code; and
- (6) Evaluation and securing treatment services for individuals who are accepted into mental health courts.

**39-3132. REGIONAL BEHAVIORAL HEALTH BOARDS -- ESTABLISHMENT.** There is hereby created and established in each region a regional behavioral health board. It is legislative intent that the regional behavioral health boards operate and be recognized not as a state agency or department, but as governmental entities whose creation has been authorized by the state, much in the manner as other single purpose districts. However, the regional behavioral health boards shall have no authority to levy taxes. For

the purposes of section 59-1302(15), Idaho Code, the seven (7) regional behavioral health boards created pursuant to this chapter shall be deemed governmental entities. The regional behavioral health boards are authorized to provide the community family support and recovery support services identified in section 39-3135(7), Idaho Code. The services identified in section 39-3135(7), Idaho Code, shall not be construed to restrict the services of the regional behavioral health board solely to these categories.

**39-3133. EXECUTIVE COMMITTEE OF THE REGIONAL BEHAVIORAL HEALTH BOARDS.** Each regional behavioral health board shall annually elect from within its membership an executive committee of five (5) members empowered to make fiscal, legal and business decisions on behalf of the full board or join with another governmental entity that can fulfill the same management infrastructure function. If the regional behavioral health board elects to create its own internal executive committee, the membership shall be representative of the regional behavioral health board membership and must, at a minimum, include one (1) mental health consumer or advocate and one (1) substance use disorder consumer or advocate. The executive committees or the partner public entity shall have the power and duty, on behalf of the regional behavioral health boards, to:

- (1) Establish a fiscal control policy as required by the state controller;
- (2) Enter into contracts and grants with other governmental and private agencies, and this chapter hereby authorizes such other agencies to enter into contracts with the regional behavioral health boards, as deemed necessary to fulfill the duties imposed upon the board to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization;
- (3) Develop and maintain bylaws as necessary to establish the process and structure of the board; and
- (4) Employ and fix the compensation, subject to the provisions of Chapter 53, Title 67, Idaho Code, of such personnel as may be necessary to carry out the duties of the regional behavioral health boards.

All meetings of the executive committee shall be held in accordance with the open meeting law as provided for in Chapter 23, Title 67, Idaho Code.

**39-3134. REGIONAL BEHAVIORAL HEALTH BOARD -- MEMBERS -- TERMS -- APPOINTMENT.** A regional behavioral health board for each region shall consist of twenty-two (22) members and shall be appointed as provided herein. All meetings of the regional behavioral health board shall be held in accordance with the open meeting law as provided for in Chapter 23, Title 67, Idaho Code. Members shall be comprised of the following: three (3) county commissioners or their designee; two (2) department of health and welfare employees who represent the behavioral health system within the region; one (1) parent of a child with a serious emotional disturbance; one (1) parent of a child with a substance use disorder; a law enforcement officer; one (1) adult mental health services consumer representative; one (1) mental health advocate; one (1) substance use



disorder advocate; one (1) adult substance use disorder services consumer representative; one (1) family member of an adult mental health services consumer; one (1) family member of an adult substance use disorder services consumer; a private provider of mental health services within the region; a private provider of substance use disorder services within the region; a representative of the elementary or secondary public education system within the region; a representative of the juvenile justice system within the region; a representative of the adult correction system within the region; a representative of the judiciary appointed by the administrative district judge; a physician or other licensed health practitioner from within the region; and a representative of a hospital within the region. The consumer, parent and family representatives shall be selected from nominations submitted by behavioral health consumer and advocacy organizations. The board may have nonvoting members as necessary to fulfill its roles and responsibilities. The board shall meet at least twice each year, and shall annually elect a chairperson and other officers as it deems appropriate.

On the effective date of this chapter, the appointing authority in each region shall be a committee composed of the chairperson of the board of county commissioners of each of the counties within the region, the current chair of the regional mental health board and the current chair of the regional advisory committee and, after the initial appointment of members to the regional behavioral health board, the current chair of the regional behavioral health board and one (1) representative of the department of health and welfare. The committee shall meet annually or as needed to fill vacancies on the board.

The appointing authority in each region shall determine if members of the regional mental health board and the regional advisory committee who are serving on the effective date of this chapter may continue to serve until the end of the current term of their appointment or they may end all current appointments and create the board membership based upon the requirements of this section. If the appointing authority decides to allow current members of the board to serve out their current terms, appointments made after the effective date of this chapter shall be made in a manner to achieve the representation provided in this section as soon as reasonably practical.

The term of each member of the board shall be for four (4) years; provided however, that of the members first appointed, one-third (1/3) from each region shall be appointed for a term of two (2) years; one-third (1/3) for a term of three (3) years; and one-third (1/3) for a term of four (4) years. After the membership representation required in this section is achieved, vacancies shall be filled for the unexpired term in the same manner as original appointments. Board members shall be compensated as provided for in section 59-509(b), Idaho Code, and such compensation shall be paid from the operating budget of the regional behavioral health board as resources allow.

**39-3135. POWERS AND DUTIES.** The regional behavioral health board:

(1) Shall advise the state behavioral health authority and the state planning council on local behavioral health needs of adults and children within the region;



- (2) Shall advise the state behavioral health authority and the planning council of the progress, problems and proposed projects of the regional service;
- (3) Shall promote improvements in the delivery of behavioral health services and coordinate and exchange information regarding behavioral health programs in the region;
- (4) Shall identify gaps in available services including, but not limited to, services listed in sections 16-2402(3) and 39-3131, Idaho Code, and recommend service enhancements that address identified needs for consideration to the state behavioral health authority;
- (5) Shall assist the planning council with planning for service system improvement. The planning council shall incorporate the recommendation to the regional behavioral health boards into the annual report provided to the governor by June 30 of each year. This report shall also be provided to the legislature;
- (6) May develop, or obtain proposals for, a petition for regional services for consideration by the state behavioral health authority;
- (7) May accept the responsibility to develop and provide community family support and recovery support services in their region. The board must demonstrate readiness to accept this responsibility and shall not be held liable for services in which there is no funding to provide. The readiness criteria for accepting this responsibility shall be established by the planning council. The planning council shall also determine when a regional behavioral health board has complied with the readiness criteria. Community family support and recovery support services include, but are not limited to:
- (a) Community consultation and education;
  - (b) Housing to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization;
  - (c) Employment opportunities to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization;
  - (d) Evidence-based prevention activities that reduce the burden associated with mental illness and substance use disorders; and
  - (e) Supportive services to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization including, but not limited to, peer run drop-in centers, support groups, transportation and family support services;
- (8) If a regional board, after accepting the responsibility for a recovery support service, fails to successfully implement and maintain access to the service, the behavioral health authority shall, after working with the board to resolve the issue, take over responsibility for the services until the board can demonstrate its ability to regain organization and provision of the services;
- (9) Shall annually provide a report to the planning council, the regional behavioral health centers and the state behavioral health authority of its progress toward building a comprehensive community family support and recovery support system that shall include performance and outcome data as defined and in a format established by the planning council; and

(10) The regional board may establish subcommittees as it determines necessary and shall, at a minimum, establish and maintain a children's mental health subcommittee.

**39-3136. FUNDS.** The financial support for the regional behavioral health centers shall be furnished by state appropriations and by whatever federal funds are available in an identifiable section within the behavioral health program budgets. Behavioral health services that are financed or contracted by local or federal sources may be incorporated into the regional behavioral health centers subject to the approval of the state behavioral health authority.

## APPENDIX C: IC 74-2 (Transparency and Ethical Government)

### TITLE 74 TRANSPARENT AND ETHICAL GOVERNMENT CHAPTER 2 OPEN MEETINGS LAW

**74-201. FORMATION OF PUBLIC POLICY AT OPEN MEETINGS.** The people of the state of Idaho in creating the instruments of government that serve them, do not yield their sovereignty to the agencies so created. Therefore, the legislature finds and declares that it is the policy of this state that the formation of public policy is public business and shall not be conducted in secret.

**History:** [74-201, added 2015, ch. 140, sec. 5, p. 369.]

**74-202. OPEN PUBLIC MEETINGS -- DEFINITIONS.** As used in this chapter:

- (1) "Decision" means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present, but shall not include those ministerial or administrative actions necessary to carry out a decision previously adopted in a meeting held in compliance with this chapter.
- (2) "Deliberation" means the receipt or exchange of information or opinion relating to a decision, but shall not include informal or impromptu discussions of a general nature which do not specifically relate to a matter then pending before the public agency for decision.
- (3) "Executive session" means any meeting or part of a meeting of a governing body which is closed to any persons for deliberation on certain matters.
- (4) "Public agency" means:
  - (a) any state board, commission, department, authority, educational institution or other state agency which is created by or pursuant to statute, other than courts and their agencies and divisions, and the judicial council, and the district magistrates commission;
  - (b) any regional board, commission, department or authority created by or pursuant to statute;
  - (c) any county, city, school district, special district, or other municipal corporation or political subdivision of the state of Idaho;
  - (d) any sub-agency of a public agency which is created by or pursuant to statute, ordinance, or other legislative act.
- (5) "Governing body" means the members of any public agency which consists of two (2) or more members, with the authority to make decisions for or recommendations to a public agency regarding any matter.
- (6) "Meeting" means the convening of a governing body of a public agency to make a decision or to deliberate toward a decision on any matter.
  - (a) "regular meeting" means the convening of a governing body of a public agency on the date fixed by law or rule, to conduct the business of the agency.

(b) "special meeting" is a convening of the governing body of a public agency pursuant to a special call for the conduct of business as specified in the call.

**History:** [74-202, added 2015, ch. 140, sec. 5, p. 369.]

#### **74-203. GOVERNING BODIES -- REQUIREMENT FOR OPEN PUBLIC MEETINGS.**

(1) Except as provided below, all meetings of a governing body of a public agency shall be open to the public and all persons shall be permitted to attend any meeting except as otherwise provided by this act. No decision at a meeting of a governing body of a public agency shall be made by secret ballot.

(2) Deliberations of the board of tax appeals created in [chapter 38, title 63](#), Idaho Code, the public utilities commission and the industrial commission in a fully submitted adjudicatory proceeding in which hearings, if any are required, have been completed, and in which the legal rights, duties or privileges of a party are to be determined are not required by this act to take place in a meeting open to the public. Such deliberations may, however, be made and/or conducted in a public meeting at the discretion of the agency.

(3) Meetings of the Idaho life and health insurance guaranty association established under Chapter 43, Title 41, Idaho Code, the Idaho insurance guaranty association established under Chapter 36, Title 41, Idaho Code, and the surplus line association approved by the director of the Idaho department of insurance as authorized under Chapter 12, Title 41, Idaho Code, are not required by this act to take place in a meeting open to the public.

(4) A governing body shall not hold a meeting at any place where discrimination on the basis of race, creed, color, sex, age or national origin is practiced.

(5) All meetings may be conducted using telecommunications devices which enable all members of a governing body participating in the meeting to communicate with each other. Such devices may include, but are not limited to, telephone or video conferencing devices and similar communications equipment. Participation by a member of the governing body through telecommunications devices shall constitute presence in person by such member at the meeting; provided however, that at least one (1) member of the governing body, or the director of the public agency, or the chief administrative officer of the public agency shall be physically present at the location designated in the meeting notice, as required under section 74-204, Idaho Code, to ensure that the public may attend such meeting in person. The communications among members of a governing body must be audible to the public attending the meeting in person and the members of the governing body.

**History:** [74-203, added 2015, ch. 140, sec. 5, p. 369.]

#### **74-204. NOTICE OF MEETINGS -- AGENDAS.**

(1) Regular meetings. No less than a five (5) calendar day meeting notice and a forty-eight (48) hour agenda notice shall be given unless otherwise provided by statute.

Provided however, that any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may

satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule. The notice requirement for meetings and agendas shall be satisfied by posting such notices and agendas in a prominent place at the principal office of the public agency, or if no such office exists, at the building where the meeting is to be held.

(2) Special meetings. No special meeting shall be held without at least a twenty-four (24) hour meeting and agenda notice, unless an emergency exists. An emergency is a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of this section would make such notice impracticable, or increase the likelihood or severity of such injury, damage or loss, and the reason for the emergency is stated at the outset of the meeting. The notice required under this section shall include at a minimum the meeting date, time, place and name of the public agency calling for the meeting. The secretary or other designee of each public agency shall maintain a list of the news media requesting notification of meetings and shall make a good faith effort to provide advance notification to them of the time and place of each meeting.

(3) Executive sessions. If an executive session only will be held, a twenty-four (24) hour meeting and agenda notice shall be given according to the notice provisions stated in subsection (2) of this section and shall state the reason and the specific provision of law authorizing the executive session.

(4) An agenda shall be required for each meeting. The agenda shall be posted in the same manner as the notice of the meeting. An agenda may be amended, provided that a good faith effort is made to include, in the original agenda notice, all items known to be probable items of discussion.

(a) If an amendment to an agenda is made after an agenda has been posted but forty-eight (48) hours or more prior to the start of a regular meeting, or twenty-four (24) hours or more prior to the start of a special meeting, then the agenda is amended upon the posting of the amended agenda.

(b) If an amendment to an agenda is proposed after an agenda has been posted and less than forty-eight (48) hours prior to a regular meeting or less than twenty-four (24) hours prior to a special meeting but prior to the start of the meeting, the proposed amended agenda shall be posted but shall not become effective until a motion is made at the meeting and the governing body votes to amend the agenda.

(c) An agenda may be amended after the start of a meeting upon a motion that states the reason for the amendment and states the good faith reason the agenda item was not included in the original agenda posting.

**History:** [74-204, added 2015, ch. 140, sec. 5, p. 370.]

## **74-205. WRITTEN MINUTES OF MEETINGS.**

(1) The governing body of a public agency shall provide for the taking of written minutes of all its meetings. Neither a full transcript nor a recording of the meeting is required,

except as otherwise provided by law. All minutes shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

- (a) All members of the governing body present;
- (b) All motions, resolutions, orders, or ordinances proposed and their disposition;
- (c) The results of all votes, and upon the request of a member, the vote of each member, by name.

(2) Minutes pertaining to executive sessions. Minutes pertaining to an executive session shall include a reference to the specific statutory subsection authorizing the executive session and shall also provide sufficient detail to identify the purpose and topic of the executive session but shall not contain information sufficient to compromise the purpose of going into executive session.

**History:** [74-205, added 2015, ch. 140, sec. 5, p. 371.]

#### **74-206. EXECUTIVE SESSIONS -- WHEN AUTHORIZED.[EFFECTIVE UNTIL JULY 1, 2020]**

(1) An executive session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section. The motion to go into executive session shall identify the specific subsections of this section that authorize the executive session. There shall be a roll call vote on the motion and the vote shall be recorded in the minutes. An executive session shall be authorized by a two-thirds (2/3) vote of the governing body. An executive session may be held:

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;

(i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or

(j) To consider labor contract matters authorized under section 67-2345A [74-206A](1)(a) and (b), Idaho Code.

(2) The exceptions to the general policy in favor of open meetings stated in this section shall be narrowly construed. It shall be a violation of this act to change the subject within the executive session to one not identified within the motion to enter the executive session or to any topic for which an executive session is not provided.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

**History:** [74-206, added 2015, ch. 140, sec. 5, p. 371; am. 2015, ch. 271, sec. 1, p. 1125.]

**67-2345A [74-206A]. NEGOTIATIONS IN OPEN SESSION.[EFFECTIVE UNTIL JULY 1, 2020]**

(1) All negotiations between a governing body and a labor organization shall be in open session and shall be available for the public to attend. This requirement also applies to negotiations between the governing body's designated representatives and representatives of the labor organization. This requirement shall also apply to meetings with any labor negotiation arbitrators, mediators or similar labor dispute meeting facilitators. Provided, however, a governing body or its designated representatives may hold an executive session for the specific purpose of:

(a) Considering a labor contract offer or to formulate a counteroffer; or

(b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

(2) All documentation exchanged between the parties during negotiations, including all offers, counteroffers and meeting minutes shall be subject to public writings disclosure laws.

(3) Any other provision of law notwithstanding, including any other provisions to the contrary in sections 33-402 and 67-2343 [74-204], Idaho Code, the governing body shall post notice of all negotiation sessions at the earliest possible time practicable. This shall be done by the governing body by immediately posting notice of the negotiation session on the front page of its official website. If time permits, the governing body shall also post notice within twenty-four (24) hours at its regular meeting physical posting locations.

(4) Public testimony, if any, shall be posted as an agenda item.

**History:** [67-2345A [74-206A] , added 2015, ch. 271, sec. 2, p. 1126.]



**74-207. OPEN LEGISLATIVE MEETINGS REQUIRED.** All meetings of any standing, special or select committee of either house of the legislature of the state of Idaho shall be open to the public at all times, except in extraordinary circumstances as provided specifically in the rules of procedure in either house, and any person may attend any meeting of a standing, special or select committee, but may participate in the committee only with the approval of the committee itself.

**History:** [74-207, added 2015, ch. 140, sec. 5, p. 372.]

**74-208. VIOLATIONS.**

(1) If an action, or any deliberation or decision-making that leads to an action, occurs at any meeting which fails to comply with the provisions of this chapter, such action shall be null and void.

(2) Any member of the governing body governed by the provisions of this chapter, who conducts or participates in a meeting which violates the provisions of this act shall be subject to a civil penalty not to exceed two hundred fifty dollars (\$250).

(3) Any member of a governing body who knowingly violates the provisions of this chapter shall be subject to a civil penalty not to exceed one thousand five hundred dollars (\$1,500).

(4) Any member of a governing body who knowingly violates any provision of this chapter and who has previously admitted to committing or has been previously determined to have committed a violation pursuant to subsection (3) of this section within the twelve (12) months preceding this subsequent violation shall be subject to a civil penalty not to exceed two thousand five hundred dollars (\$2,500).

(5) The attorney general shall have the duty to enforce this chapter in relation to public agencies of state government, and the prosecuting attorneys of the various counties shall have the duty to enforce this act in relation to local public agencies within their respective jurisdictions. In the event that there is reason to believe that a violation of the provisions of this act has been committed by members of a board of county commissioners or, for any other reason a county prosecuting attorney is deemed disqualified from proceeding to enforce this act, the prosecuting attorney or board of county commissioners shall seek to have a special prosecutor appointed for that purpose as provided in section 31-2603, Idaho Code.

(6) Any person affected by a violation of the provisions of this chapter may commence a civil action in the magistrate division of the district court of the county in which the public agency ordinarily meets, for the purpose of requiring compliance with provisions of this act. No private action brought pursuant to this subsection shall result in the assessment of a civil penalty against any member of a public agency and there shall be no private right of action for damages arising out of any violation of the provisions of this chapter. Any suit brought for the purpose of having an action declared or determined to be null and void pursuant to subsection (1) of this section shall be commenced within thirty (30) days of the time of the decision or action that results, in whole or in part, from a meeting that failed to comply with the provisions of this act. Any other suit brought

under the provisions of this section shall be commenced within one hundred eighty (180) days of the time of the violation or alleged violation of the provisions of this act.

(7)

(a) A violation may be cured by a public agency upon:

(i) The agency's self-recognition of a violation; or

(ii) Receipt by the secretary or clerk of the public agency of written notice of an alleged violation. A complaint filed and served upon the public agency may be substituted for other forms of written notice. Upon notice of an alleged open meeting violation, the governing body shall have fourteen (14) days to respond publicly and either acknowledge the open meeting violation and state an intent to cure the violation or state that the public agency has determined that no violation has occurred and that no cure is necessary. Failure to respond shall be treated as a denial of any violation for purposes of proceeding with any enforcement action.

(b) Following the public agency's acknowledgment of a violation pursuant to paragraph (a)(i) or (a)(ii) of this subsection, the public agency shall have fourteen (14) days to cure the violation by declaring that all actions taken at or resulting from the meeting in violation of this act void.

(c) All enforcement actions shall be stayed during the response and cure period but may recommence at the discretion of the complainant after the cure period has expired.

(d) A cure as provided in this section shall act as a bar to the imposition of the civil penalty provided in subsection (2) of this section. A cure of a violation as provided in subsection (7)(a)(i) of this section shall act as a bar to the imposition of any civil penalty provided in subsection (4) of this section.

**History:** [74-208, added 2015, ch. 140, sec. 5, p. 372; am. 2015, ch. 345, sec. 1, p. 1301.]



## **APPENDIX D: Officers and Duties**

### **1. Duties of Chair:**

- a. The board chair conducts the Behavioral Health Board and Executive Committee meetings,
- b. Prepares the meeting agenda after receiving agenda suggestions from board and staff members,
- c. Assists all board committees as needed,
- d. Identifies and monitors Board agreed upon goals, and
- e. Maintains appropriate communication with the South Central Public Health District (SCPHD) Board of Health and other stakeholders.

2. Duties of Vice Chair: The vice chair shall act as an aid to the chair and shall perform the duties of the chair in the absence or inability of the chair to act.

### **3. Duties of Secretary:**

- a. The board secretary receives notice from board members when they are unable to attend board meetings,
- b. Keeps track of attendance without cause, and notifies any member after two such absences.
- c. Records attendance and verifies a quorum at meetings.
- d. Maintains a list of current board members and contact information.
- e. As needed, presents the list of board vacancies and nomination applications to the Behavioral Health Board Appointing Committee.

### **4. Duties of SCPHD (Partner Public Entity):**

- a. Ensures minutes are taken at each meeting; shall include all action items and recommendations. Copies of the minutes shall be distributed to board members and approved minutes will be made available to the public in accordance with Idaho Open Meeting Law.
- b. Monitors corrections to the board minutes.

- c. Maintains a file of the approved documents and official board documents in an electronic and/or hard copy file.
- d. Monitors the financial account of the board, with the BOH (Fiduciary Agent).
- e. Submits a financial report to the board at each meeting.
- f. Delivers an annual financial report to the Board.
- g. Provides a copy of the SCPHD LSO Audit Report (Biennially).

## **APPENDIX E: CODE OF CONDUCT POLICY Adopted: \_\_/\_\_/\_\_**

It is the policy of the South Central Behavioral Health Board that all board members will abide by the board code of conduct.

**PURPOSE:** The purpose of this policy is to assure all board members observe the code of conduct and thus protect the public served.

### **PROCEDURE:**

1. All board members shall be provided a copy of the Code of Conduct to read, sign, and return for board files.
2. If a fellow board member or member of the public has substantiated reason to believe a board member has, in her or his actions, violated the code of conduct, the following process is in place:
  - a. Questions of conduct are to be sent in writing to the chair of the board. The chair will convene the executive committee to review the conduct question. The committee will investigate the situation, hearing from all parties involved. The process will include an opportunity for the member in question to provide information.
  - b. The proceedings of the conduct committee are to be held private. If no cause is found, the issue will be dismissed and no further action taken.
  - c. If, after investigation, substantiated cause is found that a violation of the code of conduct occurred, the executive committee shall make a recommendation to the full board regarding termination of a board member's term. The recommendation shall be taken up at the next scheduled meeting of the board.
3. In the event that the member in question is the chair, the vice chair will receive the question and the chair will be excluded from participating in executive committee review and recommendations. In the event the member in question is an executive committee member other than the chair, that member shall not be allowed to participate in the review and recommendations of the committee.

## APPENDIX F: CODE OF CONDUCT AGREEMENT

Board members will:

- I. Represent the statute-specified board seat for which each was appointed to represent on the board;
- II. Represent the best interests of the South Central Behavioral Health Board and uphold the assurances made in the conflict of interest agreement;
- III. Respect confidentiality of information received during meetings that fall outside of the purview of Idaho Open Meeting Law;
- IV. Declare potential conflict of interest and refrain from discussion and voting when applicable;
- V. Acknowledge those who contribute to the success of the board and its activities;
- VI. Speak on behalf of the board only when designated by the Chair or the Board as a whole;
- VII. Adhere to documented processes and support equal access to information;
- VIII. Treat staff, fellow board members, affiliates, and presenters with professionalism and positive regard;
- IX. Participate in board meetings and keep informed about developments and issues relevant to board operations;
- X. Take responsibility for contributing in a constructive and positive way to enhance good governance and the reputation of the board;
- XI. Take responsibility for reporting misconduct which has been, or may be, occurring with the board.

*Infractions of this Code of Conduct may result in referral to the Conduct Committee as outlined in the bylaws.*

I have read this Code of Conduct and agree to abide by it.

\_\_\_\_\_  
**Printed** Board Member Name

\_\_\_\_\_  
Board Member Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



## **APPENDIX G: LETTERS OF SUPPORT POLICY Adopted: \_\_/\_\_/\_\_**

**PURPOSE:** The purpose of this policy is to assure requests for board letters of support have sufficient time for board consideration of written request and discussion among board members prior to a vote for support.

### **PROCEDURE:**

1. All groups seeking letters of board support will provide written requests with sufficient time for placement on the next agenda of the regularly scheduled board meeting in order to allow for thoughtful consideration by the board.
2. Each board member is responsible for reading requests and formulating any questions for the meeting.
3. At the scheduled board meeting, the group submitting the request shall appear and respond to board questions; scheduled presentation time will be 5 minutes.
4. Following the brief presentation, a motion to support the request and second must be made prior to board discussion. Requests without support for a motion and second will not be considered by the board.
5. In the event a board member knows ahead of time of an absence from the meeting due to an unavoidable schedule conflict, it is the responsibility of that member to send to the chair any questions or concerns about the request. Those questions shall be presented to the requesting group during the scheduled time on the agenda. These concerns shall be shared during the board discussion of the request (after motion and second) for all board members to consider.
6. The chair has the option to call a special board meeting/conference call for review of a request of a time sensitive nature which precludes presentation at the next scheduled board meeting due to grant or application deadlines. All provisions of the Open Meeting Law governing special meetings will be followed.

7. Once the board has voted to support a request, it is the responsibility of the executive committee to draft and review the letter for approval prior to submission to the recipient on the board's behalf. The letter shall be signed by the board chair and a copy sent to the board secretary and treasurer for entry into the official records.