



**Region 3 Behavioral Health Board
Executive Committee Meeting
Wednesday, August 24, 2022
9:00am – 10:00am (MST)**

In Person: Canyon County Admin Bldg., Community Room, First Floor
111 N 11th Ave, Caldwell, ID 83605

Join Zoom Meeting:

<https://us06web.zoom.us/j/89519257367?pwd=MVRyMzd6R0kxNGFhYTRWeTdpQVdsZz09>

Meeting ID: 895 1925 7367

Passcode: 237288

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Time	Agenda Item	Presenter
9:00am	Welcome and call to order	Melissa Mezo, Chair
9:05am	Review and approve minutes July 27, 2022*	Melissa Mezo, Chair
9:10am	Review of current positions: <ul style="list-style-type: none"> ✚ Open position: Adult MH Services Consumer Rep. ✚ Open position: Educational Representative 	Melissa Mezo, Chair
9:15am	Discussion item: Action Item Letter to Owyhee Newspaper	Melissa Mezo, Chair
9:20am	Discussion item: Action Item PFS Grant and potential partnership	Melissa Mezo, Chair
9:55am	Wrap up and adjourn	Melissa Mezo, Chair

*Denotes information provided in the packet

Next scheduled board meeting: September 28, 2022

Region 3 Behavioral Health Board

Mission: *Advocate, educate, and ensure accessible care for those in need of mental health and substance use services, by developing and sustaining a network that promotes prevention and ready access to a full range of services.*

Vision: *A healthy community through a collaborative integrated network that promotes and sustains recovery for all.*

Strategic Planning Goals

- *Prevention, Enrichment and Resiliency for all*
- *Crisis Assistance*
- *Increase Collaboration with Medical Providers*
- *Basic Needs*
- *Transportation*



BEHAVIORAL HEALTH BOARD

**Region 3 Behavioral Health Board
Executive Committee Meeting Minutes
Wednesday, July 27, 2022
9:30am – 10:00am (MST)**

EC Member Attendees: Christopher Partridge, Lisa Comstock, Melissa Mezo

Topic/Discussion	Motion	Action
Welcome and call to order		
Review and approve minutes June 22, 2022*	Chris motioned to approve, second by Lisa, motion carried unanimously	
Review of current positions: Vote on board applications* + Open position: Prevention Specialist (Kristen Heller) + Open position: Adult MH Services Consumer Rep.	Chris motioned to accept Kristen’s application, second by Lisa, motion carried unanimously	
Discussion and Action item: Move Tammy into EC	Chris motioned to accept approve Tammy onto the EC, second by Lisa, motion carried unanimously	
Discussion item: PFS Grant and potential partnership* General discussion regarding what the partnership between the Board and SWDH would look like as well as the budget to the program		Move the discussion to the full board and then back to the EC for a potential decision in August 2022
Wrap up and adjourn		

*Denotes information provided in the packet

Next scheduled board meeting: August 24, 2022

I have been a member of the Region III Behavioral Health Board since June of 2021, as their Juvenile Justice Representative. The Board consists of approximately 23 members throughout the Region (Owyhee, Canyon, Payette, Gem, Washington, and Adams Counties); ranging from Judges, County Commissioners, law enforcement, corrections, mental health and substance abuse treatment providers as well as consumers, along with Idaho Department of Health and Welfare, hospitals and medical clinics.

The main focus of each Board member is to be an advocate for the entity we represent as well as within the communities we work, regarding mental health and substance abuse services. Board members also seek to provide education and assistance for those trying to access care. The Board's hope is, by working together within our region, we can help build an accessible and healthy recovery network for all those in need.

The Board meets once a month and it is a great way for everyone to come together and report what is going on within their communities, to provide updates and information for members to take back with them to utilize and share.

As one might know or perhaps not realize, there are not a lot of substance abuse or mental health treatment facilities located in Owyhee County. We are blessed and grateful to have Terry Reilly Clinics in both Homedale and Marsing and Desert Sage Health Center in Grand View and with the assistance of the Region III Behavioral Health Board, as a probation officer working in Owyhee County, I am able to obtain and pass along to colleagues, helpful information of events and resources located within communities surrounding our county. Some examples include Parent Project, a six-week parenting class taught in Canyon County for those parents of strong-willed juveniles who are on probation. A few families here in Owyhee County have participated in these classes in order to better help their teen. Another example is "Tall Cop Says Stop" High in Plain Sight. I believe Officer Jermaine Galloway, some years back, brought his presentation to the Homedale community. Not so very long ago, Owyhee County Probation Officers were able to attend this presentation in Nampa. Drug and alcohol trends are constantly changing and Officer Galloway tries his best to "keep up" and present his findings to communities throughout the United States. His knowledge and expertise is helpful for those who work with teenage substance abuse. With the help from Partnerships for Success, an organization represented on the Board, Rimrock Junior Senior High School was able to obtain educational information and prescription drug disposal pouches for families who attended the school's community health fair last year. This past spring, Bikers Against Bullies visited the far end of Owyhee County, The Duck Valley Indian Reservation. This event for kids was arranged and planned for with the help of members of the Board. While these examples might seem minute to some; when your access to resources is limited and sparse, any assistance when working with substance abuse and mental health, is greatly appreciated and utilized.

Next month, on Saturday, September 17, from 10:00 AM – 2:00 PM, at the Caldwell Train Depot, the Board is sponsoring a free, family oriented, recovery day event entitled "We're All in This Together". There will be food, music, raffle prizes, dunk tank and lots more. We are currently looking for vendors for this event. If you are interested, you may reach out to Ivy Smith at the Owyhee County Probation Office, (208) 337-3702.



policy • partnership • prevention

June 15, 2022

Charlene Cariou, Southwest District Health
Melissa Mezo, Region 3 Behavioral Health Board
13307 Miami Lane
Caldwell, ID, 83607

Re: Partnership for Success Grant Award Agreement Requirements

Dear Charlene Cariou and Melissa Mezo,

The Office of Drug Policy (“ODP”) is writing to provide notice of changes to the Partnership for Success Grant Agreement for FY2023. As you know, the intent of the Partnership for Success Grant is to fund the Regional Behavioral Health Boards with the corresponding Public Health Districts serving as the fiscal agents.

To clarify the structure and relationship, changes have been made to the agreement, specifically to section 1.4 and 4.2. Both the Regional Behavioral Health Board and the corresponding Public Health District are required to sign the agreement and comply with the terms. Both parties must sign the agreement to be eligible to be awarded the grant.

Attached, is a document with the described changes incorporated. Please have both parties sign and return the document to me by June 30, 2022.

You may contact me at 208-854-3049 with questions.

Sincerely,

Sharlene Johnson

Sharlene Johnson
Grant Director
Idaho Office of Drug Policy
208.854.3049
Sharlene.johnson@odp.idaho.gov

GRANT AGREEMENT

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

Section 1: Delivery of Services

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

Section 2: Terms of Funding

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

Section 3: Roles and Responsibilities

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

Section 4: Termination

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

Section 5: Insurance

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

request, Sub-recipient shall furnish ODP with documentation evidencing the insurance required by this Agreement.

Section 6: Allocation of Liability

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

Section 7: Assurances

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

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

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

Section 8: Miscellaneous

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

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

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

Signature Page to Follow.

Accepted and Agreed

Sub-recipient Organization/Agency

Signed: _____

Title: _____

Date: _____

Office of Drug Policy

Signed: _____

Title: _____ Administrator _____

Date: _____

Fiscal Agent Organization/Agency

Signed: _____

Title: _____

Date: _____

PERFORMANCE REQUIREMENTS

Due Date: Quarterly Report Deadlines

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

Quarters	Months	Reporting Deadlines
Q1	July-September	October 15
Q2	October-December	January 15
Q3	January-March	April 15
Q4	April-June	June 21

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

Other Performance Requirements

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

Training

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

GRANT ALLOCATION SUMMARY

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

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

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

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

Agency Official Signature: _____ Date: _____

Sub-recipient Signature: _____ Date: _____

Fiscal Agent Signature: _____ Date: _____

SPECIAL TERMS AND CONDITIONS

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

PHD Director

RBHB Chairperson

The Sub-recipient will return signed Grant Agreement, Grant Allocation Summary, and this initialed Special Terms and Conditions by July 10, 2019.

The Sub-recipient will not use federal funds made available through this award to supplant state or local funds. If there is a potential presence of supplanting, the Sub-recipient will provide documentation demonstrating that any reduction in non-Federal resources occurred for reasons other than receipt of expected receipt of Federal funds.

The Sub-recipient must ensure that project funds are not commingled with funds from other federal services. In addition, the Sub-recipient is prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project cannot be used to support another. Where a Sub-recipient's accounting system cannot comply with this requirement, it is recommended that the Sub-recipient establish a system to provide adequate fund accountability for each project that it has been awarded.

The Sub-recipient will ensure that all persons having contact with vulnerable populations, including but not limited to children, incarcerated individuals, the elderly, the unhoused, and individuals with mental illness, to deliver services funded by this grant will obtain a background check before services are delivered. The Sub-recipient shall supply ODP with documentation ensuring a proper background check, upon request.

The Sub-recipient is responsible for employing organization and management techniques necessary to assure proper and efficient administration including accounting, budgeting, reporting, auditing, and other review controls and maintaining such records.

The Sub-recipient will spend funds according to the approved budget and action plans. If there are needed modifications in the project budget or activities, the Sub-recipient will complete proper paperwork and await ODP approval before monies are spent on said modified activities.

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

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

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

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

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

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

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

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

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