

BYLAWS OF THE REGION 3 BEHAVIORAL HEALTH BOARD

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**BYLAWS OF
THE REGION 3 BEHAVIORAL HEALTH BOARD**

ARTICLE I: NAME AND ESTABLISHMENT

The name of this organization shall be Region 3 Behavioral Health Board.

In accordance with Idaho Code 39-3132 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: Adams, Canyon, Gem, Owyhee, Payette, and Washington.

ARTICLE III: MEMBERS, OFFICERS AND ELECTIONS

Section 1. Members shall be selected in accordance to Idaho Code 39-3134 totaling twenty-three (23) members with the following allocation:

- a) Three (3) county commissioners;
- b) Two (2) Department of Health and Welfare employees who represent the behavioral health system within the region;
- c) One (1) parent of a child with a serious emotional disturbance;
- d) One (1) parent of a child with a substance use disorder;
- e) A law enforcement officer;
- f) One (1) adult mental health services consumer representative;
- g) One (1) mental health advocate;
- h) One (1) substance use disorder advocate;
- i) One (1) adult substance use disorder services consumer representative;
- j) One (1) family member of an adult mental health services consumer;
- k) One (1) family member of an adult substance use disorder services consumer;
- l) One (1) prevention specialist;
- m) A private provider of mental health services within the region;
- n) A private provider of substance use disorder services within the region;
- o) A representative of the elementary or secondary public education system within the region;
- p) A representative of the juvenile justice system within the region;
- q) A representative of the adult correction system within the region;
- r) A representative of the judiciary appointed by the administrative district judge;
- s) A physician or other licensed health practitioner from within the region;
- t) A representative of a hospital within the region.

Section 2. In accordance with Idaho Code 39-3134, the appointing authority committee shall meet annually or as needed to fill vacancies on the board. The committee shall request nominations from the

board, families, consumers, providers, advocacy groups, and the public. The list of appointments shall be submitted to the Executive Committee. The Executive Committee, as the appointing authority in each region, shall be composed of the followed:

- a) Current Chair of the Regional Behavioral Health Board;
- b) One (1) representative of the Region III Department of Health and Welfare, and;
- c) One (1) county commissioner of a county situated within the region.

Section 3. In accordance with Idaho Code 39-3133 this board shall annually elect an executive committee of the five (5) members comprised of one (1) mental health consumer or advocate, one (1) substance use disorder consumer or advocate, one (1) representative of the county commissioners, a representative of Region III DHW Behavioral Health, and the board chair. The vice chair shall be an ex officio, non-voting member unless the chair is absent. The Executive Committee shall be empowered to make fiscal, legal and business decisions on behalf of the full board and other duties assigned in board policies. The Regional Behavioral Health Board may join with another government entity that can fulfill the same management infrastructure function. The executive committee and/or partner public entity shall have the power 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;
3. Develop and maintain bylaws as necessary to establish the process and structure of the board;
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 board.

The board shall elect a two-year term for both a chair and a vice chair. Unless otherwise determined by the board at some future time, the board's operations partner and board staff will perform necessary secretarial and treasurer duties. Duties of the elected positions are defined in Attachment A: Officers and Duties. For other duties of the board, see Attachment B: Memorandum of Agreement with Southwest District Health, and Attachment C: The Contract with the Department of Health and Welfare. All meetings of the Executive Committee shall be held in accordance with the Idaho Open Meeting Law.

ARTICLE IV: TERM – VACANCIES – COMPENSATION

Section 1. In accordance with the 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 September meeting each year. Termination from the Board may occur if a member has three unexcused absences from regularly scheduled board meetings in a calendar year (January- December). The board executive committee will function as a conduct review committee should the need arise to review a board member's continuation of term for misconduct reasons. The board executive committee will review any misconduct referral(s) and provide recommendations(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 of the active Board. 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.

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

Section 3. As resources allow, board members shall be reimbursed from 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 DHW policy until such time as the board is partnered with another entity at which time the partner entity's policy are in force. A person travelling on official department business is considered to be in "travel status" when the traveler is physically away from their official primary work station by a distance of 50 miles or more, or the travel includes an overnight stay.

Section 4. Board members shall be compensated as provided for section 59-509(b) Idaho Code such compensation be paid from the operating budget of the regional behavioral health board as resources allow and if approved by the board.

ARTICLE V: MEETINGS

Section 1. The board generally meets once a month, however, committed to meet at the minimum four (4) times per year.

Section 2. All meetings are open to the public and subject to the requirements of Idaho's Open Meeting Law.

Section 3. A quorum of the board is constituted by simple majority (51%) of active members of the board. Votes are passed with 51% of present active members of the board for all votes. There is a two-thirds (2/3) vote requirement to terminate someone off a committee and a two-thirds (2/3) vote to change the Board Bylaws. Voting by proxy or email shall not be allowed. Votes cast over a conference call line or through a video conference connection during the board meeting are considered an in-person vote.

Section 4. Members unable to attend a meeting shall notify the board secretary, chair, or designee. Three absences in a calendar year (January – December) without good cause may be deemed a reason for termination of board membership; the board will consider and vote on any issues of termination of a member at the next regularly scheduled board meeting. The board Secretary or designee shall notify any member after two such absences.

Section 5. Conference call lines and video conference connections will be made available to facilitate participation of members of outlying communities.

ARTICLE VI: POWERS AND DUTIES

Section 1. In accordance with Idaho Code 39-3135 the Regional Behavioral Health Board shall/may participate in the following relationships with the state behavioral health authority (Department of Health and Welfare), State Behavioral Health Planning Council, and regional behavioral health centers (Regional Health & Welfare behavioral health program):

- a) Shall advise the state behavioral health authority and the state behavioral health planning council on local behavioral needs within the region;
- b) Shall advise the state behavioral health authority and the state behavioral health planning council of the progress, problems and proposed projects of the regional service;
- c) Shall promote improvements in the delivery of behavioral health services and coordinate and

- exchange information regarding behavioral health programs in the region;
- d) Shall identify gaps in available services including but not limited to services listed in section 16-2402 (3) and 39-3131 Idaho Code and recommend service enhancements that address identified needs for consideration to the state behavioral health authority;
 - e) Shall assist the state behavioral health planning council with planning for service system improvement. The state behavioral council shall incorporate the recommendations from the regional behavioral health board into the annual report provided to the Governor annually, as the date changes year to year. The report shall also be provided to the legislature.
 - f) May develop or obtain proposals to petition for regional services for consideration by the state behavioral health authority.
 - g) May accept the responsibility to develop and provide community family support and recovery support services in their region. The state behavioral health planning council shall also determine when a regional behavioral health board has compiled with the readiness criteria. Community family support and recovery support services include, but are not limited to:
 - i) Community consultation and education;
 - ii) Housing to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization;
 - iii) Employment opportunities to promote and sustain the ability of individuals with behavioral health disorders to live in the community and avoid institutionalization;
 - iv) Evidence-based prevention activities that reduce the burden associated with mental illness and substance use disorders; and
 - v) Supportive services to promote and sustain the ability of individuals with behavioral health disorders to live in the community and institutionalization including, but not limited to, peer run drop-in centers, support groups, transportation and family support services.
 - h) Shall annually provide a report to the state behavioral health planning council, the regional behavioral health centers, and the state behavioral health authority of its progress toward building comprehensive community family support and recovery support system that shall include the performance and outcome data as defined and in a format established by the state behavioral health planning council; and
 - i) May establish committees and working groups as it determines necessary and shall, at a minimum, establish and maintain a children's mental health committee. All committees shall require a chair and one board members.

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 board vote and maintained as attachments to the bylaws. Policies do not have to be specifically referenced in the bylaws. Once a policy is approved by board vote, it shall be added to the attachments and considered in force 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 shall be in place for any opportunities for employment and/or service contracts provided on behalf of and/or overseen by the board.

Section 4. Committees or working groups must be officially approved by the board and must not speak for the board or take actions unless prior board approval is given. The purpose of committees and working groups is to carry out the functions of the board and members may be appointed from outside the board membership. All committees and working groups shall have one member of the board as a member. Committees and working groups shall elect their own leadership to include a chair and provide standing reports to the board on at least a quarterly basis or more often, if warranted. Committees and working groups, while not required to follow Idaho Open Meeting Law, are encouraged to follow Idaho Open Meeting Law in regards to publicizing location and time of scheduled meetings, agenda, and meeting notes.

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 be in conflict with these Bylaws.

Section 2. All actions shall be based on 51% simple majority vote of the board quorum present, with the exception of two-thirds (2/3) vote for termination and two-thirds (2/3) vote for board bylaws.

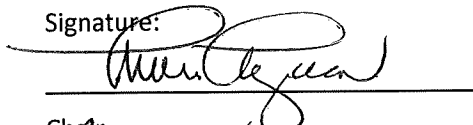
Section 3. Individual members of the board shall not speak for the board, except for specific delegation.

Section 4. Except as otherwise stated, 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.

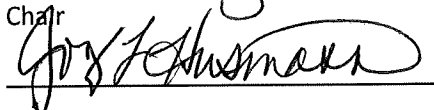
ARTICLE IX: AMENDMENTS

The sections of these bylaws not mandated by law may be amended at any meeting of the board by a two-thirds (2/3) majority vote of active present board members, provided the amendment is presented in writing to all members at least 48 hours prior to the business meeting at which they are presented for adoption. These bylaws were approved at a regular meeting on April 28, 2021.

Signature:



Chair



Vice-Chair

Bylaws revised April 2021, approved April 28, 2021.

Attachment A: Officers and Duties

In accordance with Idaho Code 39-3133 this board shall annually elect an executive committee of five (5) members comprised of a mental health consumer or advocate, a substance use disorder consumer or advocate, a representative of the county commissioners, a representative of Region III DHW Behavioral Health, and the board chair. The vice chair shall be an ex officio, non-voting member unless chair is absent.

The board shall elect to a two-year term a chair and a vice chair. Unless otherwise determined by the board at some future time, the board's operations partner and board staff will perform necessary secretarial and treasurer duties.

All meetings of the executive committee shall be held in accordance with the Idaho Open Meeting Law. The Executive Committee will fulfill duties assigned in the bylaws and shall be empowered to make fiscal, legal and business decisions on behalf of the full board. The Regional Behavioral Health Board may join with another government entity that can fulfill the same management infrastructure function. The executive committee and/or partner public entity shall have the power to:

- 1) Establish a fiscal control policy as required by the state controller;
- 2) Enter into contract and grants with other governmental and private agencies;
- 3) Develop and maintain bylaws as necessary;
- 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 board.

Duties of Chair (if elected): The board chair conducts Behavioral Health Board and Executive Committee meetings, prepares the meeting agenda after receiving agenda suggestions from board and staff members, assists all board committees as needed, identifies and monitors Behavioral Health Board agreed upon goals, and maintains appropriate communication with Region 3 Board Members, staff, and other stakeholders.

Duties of Vice Chair (if elected): 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.

Duties of Secretary (if elected): The board secretary receives notice from board members when they are unable to attend board meetings, keeps track of attendance without cause, and notifies any member after two such absences. The board secretary records attendance and verifies quorum at meetings. The board secretary maintains a list of current board members and contact information, monitors corrections to the board minutes, maintains a file of the approved documents and official board documents in an electronic and/or hard cop file, and, as needed, presents the list of board vacancies and nomination applications to the Behavioral Health Board Appointing Committee. The board staff will provide administrative assistance to carry out these functions. Minutes are taken at each meeting and shall include all action items and recommendations. Copies of minutes shall be distributed to board members and approved minutes will be made available to the public in accordance with Idaho Open Meeting Law. In lieu of board secretary, see Attachment B

Duties of the Treasure (if elected): The treasurer shall monitor the financial amount of the board. The treasurer will give a financial report to the board as requested, but at least quarterly. The treasurer shall deliver an annual fiscal report. In lieu of a board treasurer, see attachment B

Attachment B: Memorandum of Agreement

Objective

The ultimate goal for the development of a strong, mutual relationship among the Region 3 Behavioral Health Board (R3BHB), the Southwest District Health (SWDH) and the Department of Health and Welfare, Division of Behavioral Health (DBH) is to better serve all of our customers in need of behavioral health services. We clearly understand that each of our client bases, as well as those we mutually serve, will benefit when we share and combine our expertise. As more attention is given to addressing patients in a holistic manner, this effort becomes essential, both because of specific requirements under the Affordable Care Act, and because it is what is best for our customers.

Background

Through this MOA, the R3BHB, the SWDH and the DBH enter into a joint agreement that will support the establishment, maintenance, and the execution of powers and duties under Idaho Statute 39-3132, 39-3135 and 39-3136. This agreement seeks to outline the roles and responsibilities that are required of the R3BHB to demonstrate readiness to accept responsibility for Community Family Support and Recovery Support Services as defined in 39-3135. The DBH seeks to support the R3BHB's readiness, duties and powers by defining its role and responsibilities under this agreement in the promotion of better outcomes for Behavioral Health. The SWDH seeks to promote a Healthier Southwest Idaho and endeavors to partner with the R3BHB to promote the health and wellness of those who live, work and play in Southwest Idaho. As stated in section XV, subsection B of the contract between the State of Idaho Department of Health and Welfare and the Southwest District Health, the Department of 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."

Mission

The mission of the R3BHB is to 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 to access to a full range of services.

Vision

The vision of the R3BHB is a healthy community through a collaborate integrated network that promotes and sustains hope and recovery for all.

Roles and Responsibilities

SWDH Responsibilities:

- a) SWDH will comply with the rules, regulations and policies as outlined by the DBH and rules, regulations and policies pertaining to R3BHB as outlined in Idaho Statutes 39-3132, 39-3133, 39-3134, and 39-3135.
- b) SWDH shall ensure that procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department Records.
- c) SWDH agrees to support the goals and objectives of the DBH in the establishment of readiness and maintenance of R3BHBs under 39-3132.
- d) SWDH will manage personnel, operational and support tasks as stated in the Scope of Work,

under the DBH contract.

- e) SWDH will maintain a webpage for the R3BHB.
- f) SWDH will not be responsible for services that are not funded or outlined within the Scope of Work under contract with the DBH.
- g) SWDH will participate with the R3BHB in the budget development process.
- h) SWDH will participate with the R3BHB in identifying service gaps and contract opportunities.
- i) SWDH will provide the R3BHB with assistance in the development of the Gaps and Needs Analysis report to the State Behavioral Health Planning Council (SBHPC).
- j) SWDH will collaborate on joint projects or initiatives that fit within the scope of the R3BHB, including but not limited to grant opportunities pursuable by SWDH.
- k) SWDH will provide behavioral health integration expertise and resources from the regional Behavioral Health Board, where available, and/or through the IDHW Division of Behavioral Health, or existing resources in the Western Idaho Community Health Collaborative (WICHC).
- l) SWDH agrees to meet at least bi-annually with the R3BHB and DBH to ensure ongoing alignment and compliance with this MOA.
- m) SWDH will promptly notify R3BHB of any anticipated or received funding that may be relevant or applicable to the mission of the R3BHB.

R3BHB Responsibilities:

- a) R3BHB will advise the SBHPC on behavioral health needs for adults and children within region/district.
- b) R3BHB will advise the SBHPC on progress, problems and proposed projects of the regional/district service.
- c) R3BHB will promote improvements in the delivery of behavioral health services and coordinate and exchange information regarding behavioral health services in the region/district.
- d) R3BHB will develop an annual Gaps and Needs Analysis assessment of behavioral health services for the region/district.
- e) R3BHB will assist the SBHPC with planning for service improvements.
- f) R3BHB will report annually to the SBHPC, the DBH and SWDH the progress being made toward building a comprehensive community family support and recovery support system that will include performance and outcome data.
- g) R3BHB will establish and maintain a children's mental health subcommittee.
- h) R3BHB will work actively to build and support community support and recovery support services within the region/district.
- i) R3BHB will follow all Idaho Code requirements for board membership as stated in 39-3134.
- j) R3BHB will coordinate all grant funding requests with SWDH in advance of the proposals being submitted for consideration. Guidelines for grant funding requests where SWDH will be the fiduciary agent are as follows:
 - a. SWDH must be notified at least 30 days in advance of the grant application deadline
 - b. All grant writing responsibilities placed on SWDH will be paid by R3BHB
 - c. SWDH's Finance Manager must approve the budget in the grant proposal prior to submission
 - d. Grants that will require SWDH to hire and retain staff must be approved by the Director in advance of the grant proposal submission
 - e. All grant awards must cover the full cost of the project or program unless the Board of Health approves the use of SWDH funds to support the project or program in advance of the grant proposal submission.

- k) R3BHB will meet at least bi-annually with SWDH and DBH to ensure ongoing alignment and compliance with this MOA.
- l) R3BHB will promptly notify SWDH of any anticipated or received funding that may be relevant or applicable to the mission of SWDH.

DBH Responsibilities:

- a) DBH will commit to annual funding of \$50,000 for the life of the contract which will be established at 4 year intervals.
- b) DBH will provide federal grant writing support for efforts agreed upon by the R3BHB and the SWDH.
- c) DBH will write and submit those grants that are agreed to by the R3BHB and SWDH that can only be submitted through the DBH (federal grants).
- d) DBH will meet at least bi-annually with the R3BHB and SWDH to ensure ongoing alignment and compliance with this MOA.

Attachment C: State of Idaho Department of Health and Welfare Contract

**STATE OF IDAHO
Department of Health and Welfare Contract**

CONTRACT NO. BC031400

CONTRACTOR'S FEDERAL I.D. NO. 826000952BU

CONTRACT NAME: HEALTH DISTRICT III SOUTHWEST

CFDA NUMBER AND TITLE: 0.000

This Contract is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HEALTH DISTRICT III SOUTHWEST**, hereinafter referred to as the **CONTRACTOR**. This contract is anticipated to be effective as of **09/15/2019** and will expire on **09/14/2023**. 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 the 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

CONTRACT MONITOR: Mindy Oldenkamp

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.
 - 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 anticipated 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.
- 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. **SUBCONTRACTING.** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by the Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract unless the Contractor

provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

- VI. ASSIGNMENT. Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by the Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.
- A. Obligations The Contractor shall not assign this Contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the Contract are reserved to the State (Idaho Code Section 67-9230).
- B. Right to Payment Right to Payment. Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), the Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after the Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific State Contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

VII. RECORDS AND DATA.

- A. 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 preserve and secure records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the Contract is terminated for convenience, for cause, or by bankruptcy all records and documents related to the Contract in the Contractor's possession shall at the election of the Department, be immediately delivered to the Contract Monitor or Department designee.
- B. Records Review All records and documents relevant to the Contract, shall be 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 all records relevant to this Contract available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Department.

- VIII. 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. Pursuant to the Contract, the Contractor may collect, or the State may disclose to the Contractor,

financial, personnel, or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. The Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract. Confidential Information shall not include data or information that:

- A. Possession of the Contractor Possession of the Contractor is or was in the possession of the Contractor before being furnished by the State, provided that such information or other data is not known by the Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Available to the Public Available to the Public Becomes generally available to the public other than as a result of disclosure by the Contractor; or
- C. Available to the Contractor Available to the Contractor Becomes available to the Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by the Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

IX. PUBLIC RECORDS.

- A. Open to Public Open to Public Pursuant to Idaho Code Section 74-101. et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming any exemption and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.
- B. Failure to Designate Failure to Designate The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by and such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

- X. AUDIT EXCEPTIONS. If a federal or state audit indicates that payments made to the Contractor for goods or services that do not comply with the terms of the Contract or applicable federal or state laws, rules or regulations, the Contractor shall refund any compensation paid to the Contractor arising from such noncompliance.

- XI. COMPLIANCE WITH CERTAIN LAWS, LICENSING, AND CERTIFICATIONS. The Contractor shall comply with ALL requirements of federal, state, and local laws and regulations applicable to the Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local

laws and rules, including but not limited to:

- 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 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, subgrants, 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 the contract is subject to Executive Order 2009-10 (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 the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and or termination of its contract.
- F. Single Audit Act The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.
- G. Local Contribution To Funding If funding for the Contract is tied to a local contribution or match:
 (1) The Contractor certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds. (2) The Contractor further certifies that any costs incurred by the Contractor prior to the Contract will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

XII. CONFLICT OF INTEREST.

- A. Public Official No official or employee 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.
- B. Contractor The Contractor and its agents shall have no present or future interest, direct or

indirect, that would conflict in any manner or degree with the performance of the services provided pursuant to this Contract.

XIII. REMEDIES.

- A. Remedial Action If any of the Contractor's responsibilities 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 may cancel the Contract at any time, without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination. The Contractor must obtain the approval of the Department to terminate the Contract for convenience.
- C. Termination for Cause Either party may terminate the Contract (and/or any order issued pursuant to the Contract) when either party has been provided written notice of default or noncompliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or noncompliance by the Department, the Contractor shall be responsible for any costs resulting from the Department's award of a new contract and any damages incurred by the Department. The Department, upon termination for default or noncompliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- D. Effect of Termination Upon termination by either party, 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 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.
- 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), VII (Records and Data), X (Audit Exceptions), and XI (Compliance with Certain Laws, Licensing and Certifications).

XIV. 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 electronically or by hard copy to the other party.
1. Notice to the Department shall be as designated by the Department.
 2. Notice to the Contractor shall be as designated by the Contractor.
- 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 reasonable fees and costs.
- G. Appropriation by Legislature Required 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 or the federal government if applicable, 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 payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor.
- H. Nonwaiver 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 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 Department.
- I. Complete Statement of Terms The Contract constitutes the entire agreement between the parties and shall supersede all previous proposals, 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 documents as listed on the Contract Cover Sheet.
- 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:

HEALTH DISTRICT III SOUTHWEST

Name of Organization

Nikole Zogg

Name of Signature Authority (printed)

Director

Title

Signature

Date

Mailing Address:

13307 Miami Lane

Caldwell Idaho 83607

Email Address

208.455.5300

Telephone No.

Contract Number: BC031400

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

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 pertaining to the Regional Behavioral Health Board (RBHB) as outlined in Idaho Statutes 39-3132, 39-3133, 39-3134, and 39-3135;
2. Support the goals and objectives of the Department in the establishment of readiness and maintenance of the RBHB under Idaho Statute 39-3132;
3. Enter into a Memorandum of Agreement (MOA) with the RBHB and the Department that defines the roles and responsibilities of each party that may or may not be covered in this Scope of Work (SOW); and
4. Not be responsible for providing services outlined in the MOA that are not defined in the SOW.

II. Regional Board Direct Support Services

A. The Contractor shall be responsible for providing support for the mission, vision and work of the RBHB as defined under Idaho Statute 39-3132.

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

1. Administrative support to the RBHB, the Executive Committee, sub-committees and workgroups;
2. Documenting and maintaining meeting minutes;
3. Supporting the RBHB 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);
4. Assisting with the development of a RBHB budget;
5. Maintaining a RBHB website;
6. Preparing reports as necessary;
7. Providing support to grant writing efforts of RBHB; and
8. Supporting the RBHB in its efforts to educate and train the region/district in all counties on the mission and vision of the RBHB.
9. Providing personnel support as described under Idaho Statute Chapter 53 Title 67.

111. Regional Board Operational Services

A. The Contractor shall provide a fiscal support structure to the RBHB for its operational needs within the defined annual budget per this SOW and as developed by the RBHB with the approval of the Contractor. Defined operational needs include, but are not limited to:

1. Travel reimbursement for RBHB members;

2. Travel reimbursement for personnel supporting the RBHB;
3. Educational expenses for RBHB members and support staff;
4. Media, advertising and promotional activities;
5. Facilitation, consultation, and training; and
6. Direct relief and support services as defined under Powers and Duties in Idaho Statute 39-3135.

B. The Contractor shall provide access to legal support to the RBHB within the scope of their roles and responsibilities under Idaho Statute 39-3135 understanding that the RBHB functions as advisory to the Contractor.

IV. Other Support Services

A The Contractor shall:

1. Manage funding provided by the Department for agreed upon behavioral health services which include RBHB support and any additional services provided under the fiscal control practices utilized by the Contractor;
2. Provide grant writing support to the RBHB within its defined powers and duties under the Public Health District rules and policies; and
3. Manage grants and grant funding as obtained by the RBHB. Indirect cost percentages shall be defined by the Contractor.

V. Reports and Records

1. The Contractor shall:

1. Participate in the development of an Annual Gaps and Needs Analysis as required by the State Behavioral Health Planning Council and provide administrative support in creating the final product for submission to the Behavioral Health Planning Council;
2. Provide the Department's contract monitor with a copy of the annual operational budget and expenditures, specific to the RBHB; and
3. Maintain and submit the RBHB meeting minutes each month (electronic or hard copy). The Activity Summary Report shall be substituted for those months when the RBHB does not meet and therefore meeting minutes are not available.

Performance Metrics

Regional Board Direct Services.

(SOW I and II) The Contractor shall provide personnel support to the RBHB 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 RBHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the RBHB 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 response to a performance monitoring report that includes how they will resolve the issue and dates for completion.

Regional Board Operational Services.

(SOW I and III) The Contractor shall provide fiscal support to the RBHB 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 RBHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the RBHB 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 response to a performance monitoring report that includes how they will resolve the issue and dates for completion.

Other Support Services.

(SOW II. B. 9.) The Contractor shall provide personnel support as needed by the RBHB 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 RBHB Executive Committee being involved in these meetings bi-annually to ensure compliance. Review of the RBHB 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 response to a performance monitoring report 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 ZERO 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

Services	Unit	Number of Units	Cost/Unit
Regional Behavioral Health Board Support	Per Month	47	\$4,167.00
Regional Behavioral Health Board Support	Per Month	1	\$4,151.00

BILLING PROCEDURE:

The Contractor shall submit monthly invoices as identified in the cost matrix along with a copy of the RBHB 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:

Mindy OldenKamp, Project Coordinator
Division of Behavioral Health
Mindy.OldenKamp@dhw.idaho.gov

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 RBHB. It shall be substituted for those months when the RBHB 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 August 31st.

Report Description:

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

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 August 31st.

Attachment D: Board Policies

Code of Conduct Policy

It is the policy of the Region 3 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: All board members shall be provided a copy of the Code of Conduct to read, sign, and return for board files.

If a fellow board member or member of the public has substantiated reason to believe a board member has, in his or her actions, violated the code of conduct, the following process is in place:

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.

The proceedings of the conduct committee are to be held in private. If no cause is found, the issue will be dismissed and no further action taken.

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.

In the event that the member in question is the chair, the vice chair will receive the questions and the chair will be excluded from participating in the executive 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. If the vote is tied, it doesn't receive a majority vote, therefore it is lost.

Date of Adoption: April 28, 2021

Attachment E: Code of Conduct Agreement

Board members will:

- Represent the statute-specified board seat which each was appointed to represent on the board;
- Represent the best interests in the Region 3 Behavioral Health Board and uphold the assurances made in the conflict of interest agreement;
- Respect confidentiality of information received during meetings that fall outside of the purview of Idaho Open Meeting Law;
- Declare potential conflict of interest and refrain from discussion and voting when applicable;
- Acknowledge those who contribute to the success of the board and its activities;
- Speak on behalf of the board only when designated by the Chair of the Board as a whole;
- Adhere to documented processes and support equal access to information;
- Treat staff, fellow board members, affiliates, and presenters with professionalism and positive regard;
- Active participation in board meetings and keep informed about developments and issues relevant to board operations;
- Take responsibility for contributing in a constructive and positive way to enhance good governance and the reputation of the board;
- Take responsibility for reporting misconduct, which has been, or may be, occurring with the board.
- Active board members are expected to engage with efforts of the board 3 – 6 hours a month.
- Termination of members is done by two-thirds (2/3) vote of active current members.

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

Attachment F: Letters of Support Policy

It is the policy of the Region 3 Behavioral Health Board that all groups seeking letters of board support will provide written requests prior to a meeting and appear before the board at a regularly scheduled meeting to allow for thoughtful consideration by the board.

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. Groups or entities seeking a letter of support shall provide in writing a description of the project, grant, or specific item for which support is requested. This shall be received by the board chair and board staff with sufficient time to place on the next agenda of the regularly scheduled board meeting.
2. The written information shall be provided to all board members in the pre-meeting documents. 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 (in person or via video conference or telephone connection) and respond to board questions. Scheduled time will be five (5) minutes unless board member(s) requests a longer period of time when draft agenda was submitted.
4. Following the brief presentation, a motion to support the request and second must be made prior to board discussion on the request. 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 the chair and staff 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 executive committee has the option to call a special board conference call for review of a request of time – sensitive nature which precludes presentation at the next scheduled board meeting due to grant or application deadlines.

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 for entry into the official records.

Date of Adoption: April 28, 2021