Eastern Idaho
Public Health
Prevent. Promote. Protect.

BONNEVILLE COUNTY
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE (208) 522-0310
FAX (208) 525-7063

BOARD OF HEALTH AGENDA – AMENDED
Thursday, November 4, 2021
10:00 a.m.

Eastern Idaho Public Health – Conference Room
1250 Hollipark Drive, Idaho Falls

The meeting room will accommodate seating for approximately 15 people. Social distancing will be required and masks must be worn. Any person who does not wish to social distance or wear a mask will not be allowed to enter and is invited to observe the meeting through live streaming. No public comments will be accepted during the meeting.

View Live on EIPH's YouTube Channel:
https://www.youtube.com/channel/UCaiWpioiGwhF95yxXgM01VA

1. Call to Order and Roll Call .... Chairman Reed
2. 10:00 a.m. Septic Rule Violation Enforcement Hearing (Action) .... Chairman Reed
   Respondents: Stan Babcock & Daniel Babcock
3. Confirmation of Dr. Aaron Gardner's Board of Health Appointment .... Chairman Reed
4. Approval of Consent Agenda (Action) .... Chairman Reed
   If a board member has an issue with something in the Consent Agenda, a request can be made to remove that item from the Consent Agenda for further discussion and a separate vote.
   a. Approval of September 16, 2021 Board of Health Meeting Minutes
   b. Subgrant Review/Approval
   c. FY22 Year-to-Date Financial Report
5. COVID-19 Situational Report
   a. Update on Crisis Standards of Care........ Geri Rackow
   b. Data Review .... James Corbett
   c. Vaccine Update .... Amy Gamett
6. Idaho Association of District Boards of Health (New) .... Brent Mendenhall
   November 4, 2021 Trustee & Executive Council Meeting Reports
7. Fiscal Years 2020 and 2021 Annual Report Presentation (New) .... EIPH Administrative Team
8. Fiscal Matters........ Steven Thomas
   a. FY21 Year-End Financial Report
   b. Allocation of FY21 Carryover Funds (Action)
   c. FY22 Budget Adjustment (Action)
   d. Change in Investment Fund (Action)
9. Director's Report .... Geri Rackow
   a. Approval of EIPH Fees (Action)
   b. Opioid Settlement (Action)
   c. Update on HB316 Implementation
   d. Public Water System Contract Termination
   e. Update on Bonneville County Office HVAC Project
   f. 2022 Board of Health Meeting Schedule

STATE OF IDAHO
EASTERN IDAHO PUBLIC HEALTH
BOARD OF HEALTH

EASTERN IDAHO PUBLIC HEALTH, Petitioner, vs. STAN BABCOCK and DANIEL BABCOCK, Respondents.	Case No. 2021 - 002 NOTICE OF HEARING BEFORE THE EASTERN IDAHO PUBLIC HEALTH BOARD OF HEALTH

TO: STAN BABCOCK and DANIEL BABCOCK, and EASTERN IDAHO PUBLIC HEALTH, and its attorney of record, GREGORY L. CROCKETT, ESQ.

PLEASE TAKE NOTICE, that on Thursday, the 4th day of November, 2021, at the hour of 10:00 a.m., the Board of Health will conduct a hearing at the office of Eastern Idaho Public Health at 1250 Hollipark Drive, Idaho Falls, ID 83401, Idaho Falls, Bonneville County, Idaho.

The Board of Health will then hear evidence and argument concerning the Petitioner's allegations against the Respondents regarding violations of IDAPA 58.01.03.04, specifically related to their failure to hold a valid permit for installation of a subsurface disposal system(s) on property located in Jefferson County, Idaho and for operating an illegal system. Petitioner's Petition was filed on the 7th day of October,

2021, a copy of which may be obtained by requesting such in writing by mail to EIPH, 1250 Hollipark Drive, Idaho Falls, ID 83401. Petitions to intervene in this matter must be filed within twenty-one (21) days of the date of this Notice.

The hearing shall be held under the authority vested in the Eastern Idaho Public Health Board of Health by Idaho Code Section 39-105, 39-107, 39-417, and 67-5242, IDAPA 58.01.23, and the Memorandum of Understanding between the various public health districts of Idaho, state of Idaho and the Department of Environmental Quality.

DATED this 8th day of October, 2021.

EASTERN IDAHO PUBLIC
HEALTH BOARD OF HEALTH

By
Bryon Reed, Chairman

HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
Gregory L. Crockett, ISBN 1640
428 Park Avenue
Idaho Falls, Idaho 83402
Telephone: 208-523-4445
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Attorneys for Eastern Idaho Public Health

STATE OF IDAHO
EASTERN IDAHO PUBLIC HEALTH
BOARD OF HEALTH

EASTERN IDAHO PUBLIC HEALTH, Petitioner, vs. STAN BABCOCK and DANIEL BABCOCK, Respondents.	Case No. 2021 - 002 PETITION FOR DECLARATORY RULING AND HEARING BEFORE THE EASTERN IDAHO PUBLIC HEALTH BOARD OF HEALTH

Plaintiff, EASTERN IDAHO PUBLIC HEALTH ("EIPH"), by and through its Director, Geri Rackow, and its attorney, Gregory L. Crockett, Esq., of the firm of Hopkins Roden Crockett Hansen & Hoopes, PLLC, respectfully files this *Petition for Declaratory Ruling and Hearing Before the Eastern Idaho Public Health Board of Health* ("Petition"), seeking specific findings by the Eastern Idaho Public Health Board of Health ("Board"), related to Respondents' violations of IDAPA 58.01.03 regarding individual subsurface sewage disposal and orders for enforcement of the subject regulations and applicable Idaho law.

EIPH's purpose is to prevent disease, disability, and premature death; to promote healthy lifestyles; and to protect the health and quality of the environment. In

accordance with a Memorandum of Understanding with the Department of Environmental Quality ("DEQ"), EIPH is delegated the role and responsibilities for subsurface sewage disposal pursuant to the rules promulgated by DEQ, specifically enforcement of the subsurface sewage disposal rules enumerated at IDAPA 58.01.03.

EIPH hereby seeks specific findings including but not limited to the following:

1) The Respondents are the owners and/or occupants of real property located at 1633 N. 800 E., Monteview, Jefferson County, Idaho; which property includes a structure or structures inhabited by humans;

2) The described premises includes a single-family residence now occupied by renters of the Respondents. The existing Subsurface Sewage Disposal system is currently an illegal system in accordance with applicable law including IDAPA 58.01.03, et seq.

3) The Respondents have heretofore failed to submit an Application for Subsurface Sewage Disposal, in accordance with the regulations.

4) Respondents have failed and refused to respond or follow up despite the prior notices and requests for compliance.

5) That Respondents and/or their Renters continue to use the subject illegal system;

6) That Respondents are in violation of IDAPA 58.01.03, et seq.;

7) That the civil penalty for violations of these rules as promulgated by the Petitioner and the Department of Environmental Quality is Ten Thousand Dollars ($10,000) per violation or One Thousand Dollars ($1,000) per day for a continuing violation, whichever is greater;

8) That the violations of the Respondents herein are continuing violations;

9) That in addition to the civil penalty set forth above, the Respondents are liable for all expenses incurred by the Petitioner in enforcing these rules and regulations, including but not limited to court costs and attorney fees; and

10) Any and all other findings the Board deems appropriate; including an order requiring compliance with the applicable statutes, rules and regulations.

Respondents' addresses include:

Stan Babcock
1065 E. 1500 North
Terreton, ID 83450

Daniel Babcock
1065 E. 1500 North
Terreton, ID 83450

Stan Babcock
1633 N. 800 E.
Monteview, ID 83435

Daniel Babcock
1633 N. 800 E.
Monteview, ID 83435

EIPH's address is 1250 Hollipark Drive, Idaho Falls, ID 83401 and its telephone number is (208) 522-0310. In addition, please include a copy of all correspondence regarding this petition to Hopkins Roden, EIPH's counsel, at the address set forth in the caption above.

DATED this 7th day of October, 2021.

EASTERN IDAHO PUBLIC HEALTH

By Geri L. Rackow
Geri Rackow
Its: Director

HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC

By Gregory L. Crockett
Gregory L. Crockett
Attorneys for Eastern Idaho Public Health

STATE OF IDAHO)
) ss.
County of Bonneville)

AFFIDAVIT OF SERVICE
BY MAIL

COLLEEN SCHEID, being first duly sworn, state that I served the attached Petition for Declaratory Ruling and Hearing Before the Eastern Idaho Public Health Board of Health and Notice of Hearing Before the Eastern Idaho Public Health Board of Health on the following persons:

Stan Babcock
1065 E. 1500 North
Terreton, ID 83450

Stan Babcock
1633 N. 800 E.
Monteview, ID 83435

Daniel Babcock
1065 E. 1500 North
Terreton, ID 83450

Daniel Babcock
1633 N. 800 E.
Monteview, ID 83435

Jessica Spencer
1633 N. 800 E.
Monteview, ID 83435

By depositing a copy thereof in the United Stated Mail at Idaho Falls, Idaho, on October 8, 2021, enclosed in a certified envelope addressed to the above-named person at the address set out below their names, with postage prepaid.

Colleen Scheid

SUBSCRIBED AND SWORN to before me this 8th day of October, 2021.

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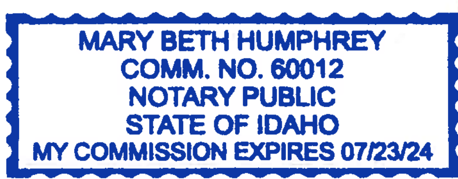

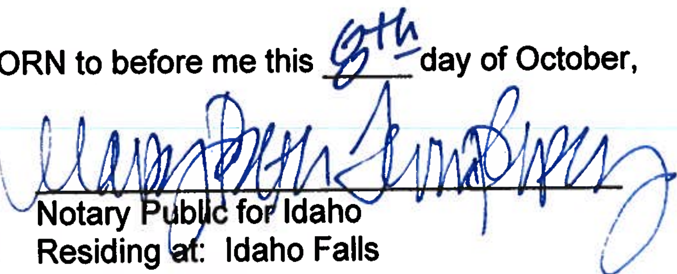

Notary Public for Idaho
Residing at: Idaho Falls

BONNEVILLE COUNTY
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE 208-522-0310
FAX 208-525-7063

BOARD OF HEALTH MEETING MINUTES
September 16, 2021
9:00 a.m.

PRESENT:	**BOARD OF HEALTH MEMBERS**	**STAFF MEMBERS**
	Commissioner Bryon Reed, Chairman	Geri Rackow
	Commissioner Brent Mendenhall, Vice Chair/Trustee	Amy Gamett
	Bill Leake	Angy Harwood
	Commissioner Blair Dance	Cheryl O'Connell
	Commissioner Greg Shenton	James Corbett
	Commissioner Leah Madsen	Kellye Johnson
	Commissioner Shayne Young	Steven Thomas

1. **Call Board Meeting to Order**

Chairman Reed called the meeting order at 9:02 a.m. Commissioner Butts is absent from the meeting and appointed Commissioner Shenton as his proxy.

Approval of the Consent Agenda

MOTION: **Commissioner Shenton made a motion to approve the September 16, 2021 Consent Agenda.**
SECOND: **Commissioner Dance**
ACTION: **MOTION CARRIED UNANIMOUSLY**

2. **COVID-19 Situational Report**

Chairman Reed announced that earlier this morning, the Idaho Department of Health and Welfare (IDHW) announced the activation of Crisis Standards of Care (CSC) for healthcare entities statewide. Due to the current surge of COVID-19 cases, hospitals across the state are experiencing significant restraints and have/are exhausting their resources for providing normal levels of care.

a. Vaccination Update

Amy Gamett provided an update on the vaccine clinics provided at EIPH. Idaho's COVID-19 vaccination data can be found at coronavirus.idaho.gov.

- As of today, the state is reporting that 50.4% of eligible recipients are fully vaccinated against COVID-19 compared to 63.1% nationally.
- IDHW is reporting that from May 15-Sept 11, 2021, 89.9% of COVID cases are in unvaccinated individuals.
- Vaccine breakthrough data for cases of Eastern Idaho Public Health (EIPH) are available on the EIPH's data dashboard.
- Vaccinated individuals continue to have less disease, hospitalization, and death.
- EIPH is offering at least weekly clinics in all 8 of our counties and we have all three COVID-19 vaccines available to clients.
- The Food & Drug Administration will be meeting tomorrow to consider booster doses of the Pfizer vaccine.

b. COVID-19 Data Review

- James Corbett reported that we are experiencing increased cases in most of our counties.
- Hospitalization numbers for vaccinated individuals are substantially lower than unvaccinated individuals.
- Mr. Corbett recommends that people stay home when they are not feeling well.

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c. Regional Hospital Report

Dr. Rachel Gonzales reported on the current situation at Madison Memorial, Eastern Idaho Regional Medical Center, and Idaho Falls Community Hospital. The availability of staff is the biggest obstacle for all the hospitals. People are encouraged to continue to seek healthcare as necessary, utilizing hospitals, urgent care centers, and their physicians.

- EIRMC currently has 41 COVID-19 patients and only has 2 beds available.
- IFCH currently has 23 COVID-19 patients and has 4 beds available.
- Madison Memorial has 4 COVID-19 patients and has 3-5 beds available.

d. Crisis Standards of Care (CSC)

Dr. Kenneth Krell provided information on Crisis Standards of Care in Idaho.

- Idaho's Crisis Standards of Care Plan will be implemented when a disaster event overwhelms usual health and medical capabilities and capacities resulting in an inability of the healthcare system to provide the standard levels of care to patients. This plan provides the structure needed for collaborative development of crisis standards of care clinical guidance by the State of Idaho Disaster Medical Advisory Committee, comprised of subject matter experts, and the dissemination of guidance to the seven public health districts and the healthcare system in Idaho.
- CSC are guidelines that help healthcare providers and systems decide how to deliver the best care possible under the extraordinary circumstances of an overwhelming disaster or public health emergency. When Crisis Standards of Care are in effect, people who need medical care may get care that is different from what they expect.
- Dr. Krell explained the scoring system used by hospitals to determine patient care when hospitals are full.
- All hospitals across the state are working together to provide patient care.
- Dr. Krell estimates that 90% of patients hospitalized for COVID are not vaccinated.
- To help with the situation, the community is encouraged to wear a mask, avoid public gatherings, and get vaccinated.

3. Interviews of Candidates for Board of Health Physician Position

The Board of Health physician representative is selected in accordance with Idaho Code 39-411,

> *"One member of the district board, if available to serve, shall be a physician licensed by the Idaho state board of medicine, and no more than on member shall be appointed from any professional or special interest group. All members shall be chosen with due regard to their knowledge and interest in public health and in promoting the health of the citizens of the state and the public health district."*

The board members conducted interviews with Dr. Stewart Curtis, Dr. Aaron Gardner, Dr. Joshua Stringam, and Dr. Pamela Denson.

4. Executive Session – Personnel Matter [Idaho Code 74-206(1)(a)

MOTION: **Commissioner Dance made a motion to go into Executive Session, in accordance with Idaho Code 74-206(1)(a), to discuss a personnel matter.**
SECOND: **Commissioner Young**
ACTION: **Roll call vote: Commissioner Mendenhall – yes, Commissioner Young – yes, Commissioner Dance – yes, Commissioner Madsen – yes, Commissioner Shenton – yes, Bill Leak – yes, Commissioner Reed – yes**

Return from Executive Session at 12:07 p.m.

5. Vote on Physician Board of Health Appointment

MOTION: **Commissioner Shenton made a motion to nominate Dr. Aaron Gardner to the physician position on the Eastern Idaho Public Health Board of Health.**
SECOND: **Commissioner Young**
ACTION: **MOTION CARRIED UNANIMOUSLY**

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6. Announcements

a. Staffing Updates

- Ms. Rackow announced the resignation of Angy Harwood, WIC Division Administrator. Ms. Harwood's last day will be October 1, 2021. The job announcement to replace her position has been posted. We wish Angy well and thank her for her service.
- We are currently hiring temporary disease investigators, nurses, and clerical staff to help with our continued COVID-19 response.
- Due to the increase in volume of activity in the Environmental Health Division, we are recruiting for an additional Environmental Health Specialist for Fremont County and a Customer Service Representative to work in Fremont and Teton County.

b. Septic System Enforcement Action Hearing – October 14, 2021 at 10:00 a.m.
Legal proceedings related to an illegally installed septic system have begun because no progress was made with the owners to resolve the issue. A hearing is scheduled for Thursday, October 14th at 10:00 a.m. Ms. Rackow proposed having a Board of Health meeting on that day in conjunction with the Enforcement Hearing. The Board agreed to meet at 10:00 p.m.

Chairman Reed adjourned the meeting at 12:17. The next meeting is scheduled for October 14, 2021 at 10:00 a.m.

Commissioner Bryon L. Reed, Chairman

Geri L. Rackow, Secretary

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EASTERN IDAHO PUBLIC HEALTH
SUBGRANT SUMMARY
11/04/21

RENEWED & AMENDED SUBGRANTS

Subgrant/Contract Title	Grantor/ Contractor	N (New) R(Renew) A(Amend)	Start Date	End Date	Last Funding Amount	New Funding Amount	Comments
Children's Special Healthcare Program	IDHW	A2	12/11/2019	9/30/2022	$52,600.00	$35,000.00	Annual renewal, revised Scope of Work
HIV Care (Ryan White Part B)	IDHW	A6	4/1/2019	3/31/2022		$9,900.00	Added funding for Medical Case Management core services for people living with HIV
STD/HIV Prevention	IDHW	R	1/1/2022	12/31/2022	$106,635.00	$111,083.00	Annual renewal
Title V	IDHW	R	10/5/2021	9/30/2022	$98,446.00	$97,558.00	Annual renewal

Board Fiscal Notes
For the Three Months Ended September 30, 2021
Board Meeting November 4, 2021

General Notes

1. For the three months Ended September 30, 2021, EIPH's expenditures were 3.41% below the approved budget..

2. For the three Months Ended September 30, 2021, EIPH's total revenues were 9.54% above approved budget.

3. Need an operating expense budget increase of $1,131,075 to enable repayement of Federal funds advanced to the district related to COVID-19 response efforts that are not needed.

Fiscal Year 2022

Month	Operating Account Balance	Operating Reserve Account Balance	Capital Reserve Account Balance	Total General Fund Cash Available	Millennium Fund Balance	Total Cash Available
Jul-21	1,140,450.73	5,204,119.39	3,009,500.00	9,354,070.12	96,007.89	9,450,078.01
Aug-21	517,543.71	6,005,476.65	3,009,500.00	9,532,520.36	93,529.19	9,626,049.55
Sep-21	634,683.96	6,006,822.66	3,009,500.00	9,651,006.62	91,982.43	9,742,989.05
Oct-21				-		-
Nov-21				-		-
Dec-21				-		-
Jan-22				-		-
Feb-22				-		-
Mar-22				-		-
Apr-22				-		-
May-22				-		-
Jun-22			-	-	-	-

Capital Reserve Detail		
	Restricted for Future Building Needs	1,387,000.00
	Challis Building Replacement	600,000.00
	Community Needs	172,500.00
	Future 27th Payperiod	250,000.00
	Future Operating Stabilization	600,000.00
		3,009,500.00

Designated and Authorized out of Operating Reserve		
	IT enhancements	150,000.00
	Future Vehicle Purchases	240,000.00
	Public Health Emergency	1,000,000.00
	Building Maintenance	250,000.00
	Legal Defense	100,000.00
		1,740,000.00

Cash Restricted by Grant or Donor.			
	Restricted for Mammograms	**15,403.46**	
	Regional Behavior Health Board	**110,025.39**	
	Citizen Review Pannel	**61,501.26**	
	State Home Visit	**87,101.83**	
	Millennium Fund	**83,395.18**	
	COVID Vaccine FEMA payments	**1,131,075.00**	"Capacity Building Grant"
	COVID Donations	**217,744.24**	
		1,706,246.36	

BOARD SUMMARY REPORT **FY 2022**

Eastern Idaho Public Health District
Revenue and Cash Flow

Last Updated 10/7/21 4:59 PM

CONTRACT REVENUE	BUDGET	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	YTD	Percent of Budget
Clinical Services Contract Total	723,700	139,440	27,386	55,429	-	-	-	-	-	-	-	-	-	222,254.76	30.71%
Nutrition Contract Total	1,237,332	94,161	88,729	92,897	-	-	-	-	-	-	-	-	-	275,786.68	22.29%
Environmental Health Contract Total	233,786	14,486	15,456	16,406	-	-	-	-	-	-	-	-	-	46,347.50	19.82%
Public Health Disaster	808,000	130,653	26,218	38,540	-	-	-	-	-	-	-	-	-	195,410.74	24.18%
Healthcare Transformation	105,500	42,684	6,000	6,062	-	-	-	-	-	-	-	-	-	54,744.90	51.89%
Community Health Contract Total	1,864,267	257,059	78,325	207,301	-	-	-	-	-	-	-	-	-	542,684.56	29.11%
TOTAL CONTRACTS	4,972,585	678,482	242,113	416,635	-	-	-	-	-	-	-	-	-	1,337,229.14	26.89%
FEE REVENUE															
Clinical Services Fees Total	1,185,000	76,138	75,741	102,787	-	-	-	-	-	-	-	-	-	254,666.04	21.49%
Community Health Fees Total	0	7,504	4,047	3,252	-	-	-	-	-	-	-	-	-	14,802.56	#DIV/0!
Emergency Response Fee	50,000	337,919	294,548	47,432	0	0	0	0	0	0	0	0	0	679,899.02	1359.80%
Environmental Health Fees Total	862,550	91,498	106,954	97,886	-	-	-	-	-	-	-	-	-	296,337.50	34.36%
TOTAL FEES	2,097,550	513,058	481,291	251,357	-	-	-	-	-	-	-	-	-	1,245,705.12	59.39%
SUB-TOTAL FEES & CONTRACTS	7,070,135	1,191,539	723,403	667,992	-	-	-	-	-	-	-	-	-	2,582,934.26	36.53%
GENERAL RECEIPTS															
County Appropriations	1,120,703	156,493	61,834	61,834	-	-	-	-	-	-	-	-	-	280,160.02	25.00%
INTEREST	30,000	1,364	1,357	1,346	-	-	-	-	-	-	-	-	-	4,067.65	13.56%
STATE APPROPRIATIONS	809,500	385,250	-	-	-	-	-	-	-	-	-	-	-	385,250.00	47.59%
SURPLUS PROPERTY	0	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
REFUNDS	0	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Miscellaneous	0	4,291	440	5,006	-	-	-	-	-	-	-	-	-	9,736.85	
														-	N/A
TOTAL GENERAL REVENUE	2,339,839	547,398	63,630	68,186	-	-	-	-	-	-	-	-	-	679,214.52	29.03%
GRAND TOTAL	9,409,974	1,738,938	787,034	736,177	-	-	-	-	-	-	-	-	-	3,262,148.78	34.67%
											AMOUNT OF YEAR ELAPSED				25.00%
Total Clinical Services	1,908,700	215,578	103,127	158,216	-	-	-	-	-	-	-	-	-	476,920.80	24.99%
Total Nutrition Revenue	1,237,332	94,161	88,729	92,897	-	-	-	-	-	-	-	-	-	275,786.68	22.29%
Total Environmental Revenue	1,096,336	105,983	122,410	114,292	-	-	-	-	-	-	-	-	-	342,685.00	31.26%
Total Emergency Response	858,000	468,572	320,766	85,972	0	0	0	0	0	0	0	0	0	875,309.76	102.02%
Total Healthcare Transformation	105,500	42,684	6,000	6,062	-	-	-	-	-	-	-	-	-	54,744.90	51.89%
Total Community Health	1,864,267	264,562	82,373	210,552	-	-	-	-	-	-	-	-	-	557,487.12	29.90%
CASH FLOW SUMMARY															
Total Revenue and Appropriations	9,409,974	1,738,938	787,034	736,177	-	-	-	-	-	-	-	-	-	3,262,148.78	
Decrease (Increase) Accounts Receivable		19,290	4,609	49,477										73,376.61	
Change in Accrued Exp/Revenue		11,120	43,563	173,562										228,244.71	
Total Expenditures	9,509,473	605,068	659,234	842,277	-	-	-	-	-	-	-	-	-	2,106,578.95	
Change in Cash		1,164,280	175,972	116,940	-	-	-	-	-	-	-	-	-	1,457,191.15	
Cash Balance Beginning of period		8,285,798	9,450,078	9,626,050	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	8,285,797.90	
Cash Balance End of Current Period		9,450,078	9,626,050	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989.05	
Cash Balance Reserved by Board for Capital Projects		3,009,500	3,009,500	3,009,500	-	-	-	-	-	-	-	-	-	-	
Unrestricted Cash Balance		6,440,578	6,616,550	6,733,489	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989	9,742,989.05	

Board Summary Report
Eastern Idaho Public Health
Expenditure Summary

FY 2022

Last Updated 11/2/21 11:53 AM

DIVISION	Budget	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	YTD	Percent used	remaining
BOARD OF HEALTH	23,902	1,357.32	768.77	1,271.55	-	-	-	-	-	-	-	-	-	**3,397.64**	14.21%	85.79%
EMERGENCY RESPONSE	1,040,131	147,886.11	111,908.58	125,167.52	-	-	-	-	-	-	-	-		**384,962.21**	37.01%	62.99%
COMMUNITY HEALTH	1,629,500	80,767.95	113,302.45	98,743.40	-	-	-	-	-	-	-	-	-	**292,813.80**	17.97%	82.03%
HEALTHCARE TRANSFORMATION	93,848	5,665.20	4,011.23	4,892.39	-	-	-	-	-	-	-	-	-	**14,568.82**	15.52%	84.48%
CLINICAL SERVICES	3,021,122	126,411.58	122,800.61	294,815.18	-	-	-	-	-	-	-	-	-	**544,027.37**	18.01%	81.99%
NUTRITION	1,261,976	77,379.66	81,972.82	75,876.40	-	-	-	-	-	-	-	-	-	**235,228.88**	18.64%	81.36%
ENVIRONMENTAL	1,260,484	92,450.47	102,687.94	94,889.50	-	-	-	-	-	-	-	-	-	**290,027.91**	23.01%	76.99%
GENERAL SUPPORT	1,145,821	73,149.32	89,091.90	93,121.17	-	-	-	-	-	-	-	-	-	**255,362.39**	22.29%	77.71%
SUBTOTAL	9,476,783	605,067.61	626,544.30	788,777.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,020,389.02	21.32%	78.68%
BUILDING PROJECT	12,316.00	-	12,316.00	-	-	-	-	-	-	-	-	-	-	12,316.00	N/A	N/A
COMMUNICATIONS EQUIP	-	-	-	-	-	-	-	-		-				0.00	N/A	N/A
COMPUTERS	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00	N/A	N/A
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00	#DIV/0!	#DIV/0!
EQUIPMENT	20,374	-	20,373.93	53,500.00	-	-	-	-	-	-	-	-	-	73,873.93	362.59%	N/A
LOAN PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00	#DIV/0!	#DIV/0!
CAPITAL OUTLAY TOTAL	32,690	-	32,689.93	53,500.00	-	-	-	-	-	-	-	-	-	86,189.93	263.66%	-163.66%
TOTAL	9,509,473	605,067.61	659,234.23	842,277.11	-	-	-	-	-	-	-	-	-	2,106,578.95	22.15%	77.85%
PERCENTAGE OF TIME ELAPSED AND TIME REMAINING															25.00%	75.00%

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	YTD
Operating Cash Inflow	1,758,227.86	791,642.57	785,654.96	-	-	-	-	-	-	-	-	-	3,335,525.39
Operating Cash Outflow	593,947.75	582,981.10	615,215.46	-	-	-	-	-	-	-	-	-	1,792,144.31
Cash Provided (Used) by Operations	1,164,280.11	208,661.47	170,439.50	-	-	-	-	-	-	-	-	-	1,543,381.08
Cash used for Capital Expenditures	-	32,689.93	53,500.00	-	-	-	-	-	-	-	-	-	86,189.93
	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash to (from) Reserve	1,164,280.11	175,971.54	116,939.50	-	-	-	-	-	-	-	-	-	1,457,191.15
													1,457,191.15

Board Fiscal Notes
For the Year Ended June 30, 2021
Board Meeting November 4, 2021

General Notes

1. For the Year Ended June 30, 2021, EIPH's total expenditures for the year were 4.48% below the approved budget. The original budget had been adjusted up $1,644,100 for the expected cost of the COIVD response. The actual total COVID response costs for FY21 were $2,364,679. This did not put the district over budget since many staff used in the COVID response were already included in our regular annual budget but after the pandemic started were moved over to work on the COVID response work.

2. For the Year Ended June 30, 2021, EIPH's total revenues were 20.84% above approved budget. Major impact on the very high revenues was the receipt of donations for COVID and Federal funding received for COVID in advance of expenditures. Noteworthy is that a large amount of those payments were not spent and instead carried over to Fiscal Year 2022.

3. This year we saw an unusually high total cash receipts. This resulted in an unusual increase in cash held by the District at the end of the year. Total cash balance for the District increased by $2,388,543. However, the balance of funds held restricted by the donors increased $1,296,687.

4. Suggest adding $20,000 to 27th pay period reserve, $500,000 to Challis building replacement reserve and put $500,000 into Future Building Needs.

Month	Operating Account Balance	Operating Reserve Account Balance	Capital Reserve Account Balance	Total General Fund Cash Available	Millennium Fund Balance	Total Cash Available
Jul-20	366,590.24	4,601,414.16	1,731,382.32	6,699,386.72	98,349.29	6,797,736.01
Aug-20	432,984.31	4,606,179.18	1,731,382.32	6,770,545.81	96,930.24	6,867,476.05
Sep-20	543,176.21	4,360,096.17	1,731,382.32	6,634,654.70	84,841.51	6,719,496.21
Oct-20	347,272.11	4,363,523.62	1,731,382.32	6,442,178.05	84,025.61	6,526,203.66
Nov-20	550,266.00	4,366,752.51	1,731,382.32	6,648,400.83	80,585.99	6,728,986.82
Dec-20	409,835.16	4,369,911.98	1,731,382.32	6,511,129.46	77,119.88	6,588,249.34
Jan-21	976,779.52	4,372,655.41	1,731,382.32	7,080,817.25	76,401.27	7,157,218.52
Feb-21	1,116,285.36	4,374,600.81	1,731,382.32	7,222,268.49	75,906.29	7,298,174.78
Mar-21	1,138,335.04	5,276,115.86	1,731,382.32	8,145,833.22	74,501.56	8,220,334.78
Apr-21	1,333,148.70	5,277,786.74	1,731,382.32	8,342,317.76	71,766.27	8,414,084.03
May-21	1,359,476.41	4,301,225.52	3,009,500.00	8,670,201.93	70,778.24	8,740,980.17
Jun-21	573,542.89	4,702,755.01	3,009,500.00	8,285,797.90	-	8,285,797.90
Capital Reserve Detail						
	Restricted for Future Building Needs		1,387,000.00			
	Challis Building Replacement		600,000.00			
	Community Needs		172,500.00			
	Future 27th Payperiod		250,000.00			
	Future Operating Stabilization		600,000.00			
			3,009,500.00			
Designated and Authorized out of Operating Reserve						
	IT enhancements		150,000.00			
	Future Vehicle Purchases		240,000.00			
	Public Health Emergency		1,000,000.00			
	Building Maintenance		250,000.00			
	Legal Defense		100,000.00			
			1,740,000.00			
Cash Restricted by Grant or Donor.						
	Restricted for Mammograms		**14,188.46**			
	Regional Behavior Health Board		**104,601.01**			
	Citizen Review Pannel		**40,135.53**			
	State Home Visit		**10,533.79**			
	Millennium Fund		-			
	COVID Vaccine FEMA payments		**1,085,890.00**			
	COVID Donations		**217,744.24**			
			1,473,093.03			

BOARD SUMMARY REPORT **FY 2021**

Eastern Idaho Public Health District
Revenue and Cash Flow

Last Updated 10/7/21 4:07 PM

CONTRACT REVENUE	BUDGET	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	YTD	Percent of Budget
Clinical Services Contract Total	695,700	43,717	15,430	66,284	66,739	85,637	56,156	79,430	53,298	47,398	38,724	64,229	83,686	700,728.60	100.72%
Nutrition Contract Total	1,157,278	87,591	82,311	131,731	134,337	130,197	91,631	95,097	88,308	93,457	90,403	136,943	94,398	1,256,402.01	108.57%
Environmental Health Contract Total	236,688	15,112	13,852	18,607	20,022	21,827	16,953	16,707	19,029	20,356	19,263	23,006	18,114	222,847.50	94.15%
Public Health Disaster	1,863,495	40,432	37,617	63,908	39,506	13,415	42,134	26,814	586,315	707,552	399,689	481,659	206,984	2,646,025.83	141.99%
Healthcare Transformation	69,500	24,349	4,167	10,897	4,928	5,272	738	(15,737)	653	34,063	4,912	4,718	17,040	95,999.25	138.13%
Community Health Contract Total	1,657,504	336,580	78,854	108,568	67,889	97,865	64,320	80,422	64,529	39,185	64,568	128,843	26,074	1,157,697.16	69.85%
TOTAL CONTRACTS	5,680,165	547,781	232,230	399,995	333,422	354,212	271,932	282,733	812,132	942,011	617,558	839,398	446,296	6,079,700.35	107.03%
FEE REVENUE															
Clinical Services Fees Total	1,104,000	113,310	79,845	107,795	155,615	229,197	177,934	83,055	177,018	367,182	358,757	102,448	112,578	2,064,733.28	187.02%
Community Health Fees Total	0	-	194,409	878	205	1,215	668	-	506	-	-	-	-	197,881.20	#DIV/0!
Environmental Health Fees Total	688,550	80,861	87,605	74,942	88,107	150,512	91,911	68,979	46,450	95,158	134,742	124,925	124,906	1,169,097.50	169.79%
TOTAL FEES	1,792,550	194,171	361,860	183,615	243,927	380,924	270,513	152,034	223,974	462,340	493,498	227,373	237,484	3,431,711.98	191.44%
SUB-TOTAL FEES & CONTRACTS	7,472,715	741,952	594,090	583,609	577,349	735,136	542,445	434,767	1,036,105	1,404,350	1,111,056	1,066,771	683,780	9,511,412.33	127.28%
GENERAL RECEIPTS															
County Appropriations	1,120,703	145,960	-	134,246	69,118	117,902	72,657	158,951	65,125	76,549	122,354	95,991	61,834	1,120,685.78	100.00%
INTEREST	20,000	5,296	4,765	3,912	3,432	3,229	3,159	2,743	1,945	1,515	1,671	1,556	1,529	34,754.23	173.77%
STATE APPROPRIATIONS	1,191,400	585,950	-	-	-	-	-	605,450	-	-	-	(59,600)	-	1,131,800.00	95.00%
SURPLUS PROPERTY	0	-	-	700	-	-	-	-	-	500	-	-	-	1,200.00	N/A
REFUNDS	0	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Miscellaneous	0	5	-	1,179	3,286	57	38,601	80	-	3,609	1,198	104	-	48,119.31	
														-	N/A
TOTAL GENERAL REVENUE	2,332,103	737,210	4,765	140,037	75,837	121,187	114,417	767,225	67,070	82,173	125,223	38,052	63,363	2,336,559.32	100.19%
GRAND TOTAL	9,804,818	1,479,163	598,855	723,647	653,186	856,324	656,862	1,201,991	1,103,176	1,486,524	1,236,279	1,104,823	747,143	11,847,971.65	120.84%
												AMOUNT OF YEAR ELAPSED			100.00%
Total Clinical Services	1,799,700	157,027	95,275	174,078	222,354	314,834	234,090	162,485	230,316	414,580	397,481	166,677	196,264	2,765,461.88	153.66%
Total Nutrition Revenue	1,157,278	87,591	82,311	131,731	134,337	130,197	91,631	95,097	88,308	93,457	90,403	136,943	94,398	1,256,402.01	108.57%
Total Environmental Revenue	925,238	95,973	101,457	93,549	108,129	172,339	108,864	85,686	65,479	115,514	154,004	147,931	143,020	1,391,945.00	150.44%
Total Healthcare Transformation	69,500	24,349	4,167	10,897	4,928	5,272	738	(15,737)	653	34,063	4,912	4,718	17,040	95,999.25	138.13%
Total Community Health	1,657,504	336,580	273,264	109,446	68,094	99,081	64,988	80,422	65,034	39,185	64,568	128,843	26,074	1,355,578.36	81.78%

CASH FLOW SUMMARY

	BUDGET	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	YTD
Total Revenue and Appropriations	9,804,818	1,479,163	598,855	723,647	653,186	856,324	656,862	1,201,991	1,103,176	1,486,524	1,236,279	1,104,823	747,143	11,847,971.65
Decrease (Increase) Accounts Receivable		(13,309)	66,037	(154,097)	56,393	11,735	2,854	64,807	(236,373)	166,948	37,399	(89,443)	(1,914)	(88,962.74)
Change in Accrued Exp/Revenue		11,578	17,513	74,484	(79,064)	(65,819)	111,880	(63,197)	27,295	57,697	(51,012)	79,949	(121,103)	201.20
Total Expenditures	9,769,195	576,950	612,665	792,014	823,808	599,457	912,333	634,633	753,159	789,008	1,028,917	768,415	1,079,308	9,370,666.62
Change in Cash		900,482	69,740	(147,980)	(193,293)	202,783	(140,737)	568,969	140,938	922,160	193,749	326,914	(455,182)	2,388,543.49
Cash Balance Beginning of period		5,897,254	6,797,736	6,867,476	6,719,496	6,526,204	6,728,987	6,588,249	7,157,219	7,298,157	8,220,317	8,414,066	8,740,980	5,897,254.41
Cash Balance End of Current Period		6,797,736	6,867,476	6,719,496	6,526,204	6,728,987	6,588,249	7,157,219	7,298,157	8,220,317	8,414,066	8,740,980	8,285,798	8,285,797.90
Cash Balance Reserved by Board for Capital Projects		1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	1,731,382	3,009,500	3,009,500	-
Unrestricted Cash Balance		5,066,354	5,136,094	4,988,114	4,794,821	4,997,605	4,856,867	5,425,836	5,566,774	6,488,935	6,682,684	5,731,480	5,276,298	8,285,797.90

Board Summary Report
Eastern Idaho Public Health
Expenditure Summary

FY 2021

Last Updated 11/2/21 12:06 PM

DIVISION	Budget	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21		YTD	Percent used	remaining
BOARD OF HEALTH	23,295	3,047.32	4,091.66	3,991.62	3,656.88	1,596.81	3,655.52	798.43	2,972.26	2,222.24	1,629.34	708.94	1,675.75		30,046.77	128.98%	-28.98%
EMERGENCY RESPONSE	1,644,100	44,346.44	101,800.56	104,434.29	155,330.76	134,297.30	182,743.15	201,755.37	300,143.02	327,196.00	388,573.56	211,140.94	212,917.67		2,364,679.06	143.83%	-43.83%
COMMUNITY HEALTH	1,572,008	84,764.95	100,721.48	96,134.52	94,322.23	66,499.29	83,759.78	63,729.43	61,692.29	75,716.44	128,521.06	79,494.96	174,133.18		1,109,489.61	70.58%	29.42%
HEALTHCARE TRANSFORMATION	61,369	2,606.19	2,122.37	2,242.66	3,709.26	2,118.00	2,176.42	2,055.77	2,056.96	2,981.96	3,957.13	16,637.45	17,037.99		59,702.16	97.28%	2.72%
CLINICAL SERVICES	3,085,207	146,767.70	192,716.94	257,250.37	242,748.32	163,799.04	345,803.19	142,075.33	129,876.90	153,028.04	147,733.43	168,343.56	346,769.63		2,436,912.45	78.99%	21.01%
NUTRITION	1,110,124	69,351.24	117,669.92	119,894.75	108,228.80	76,910.97	79,943.99	74,519.54	78,186.31	76,014.32	113,888.51	79,452.99	79,139.00		1,073,200.34	96.67%	3.33%
ENVIRONMENTAL	1,108,697	72,435.87	105,230.53	90,093.75	111,972.92	82,894.93	96,745.47	86,830.54	83,248.47	88,319.38	122,459.26	91,495.95	108,883.78		1,140,610.85	102.88%	-2.88%
GENERAL SUPPORT	1,096,224	153,629.83	(11,688.24)	95,248.35	103,838.38	71,340.99	72,058.48	62,868.32	94,983.04	63,530.02	114,841.36	121,140.29	109,917.67		1,051,708.49	95.94%	4.06%
SUBTOTAL	9,701,024	576,949.54	612,665.22	769,290.31	823,807.55	599,457.33	866,886.00	634,632.73	753,159.25	789,008.40	1,021,603.65	768,415.08	1,050,474.67		9,266,349.73	95.52%	4.48%
BUILDING PROJECT	-	-	-	-	-	-	-	-	-	-	-	-	-		-	N/A	N/A
COMMUNICATIONS EQUIP	-	-	-	-	-	-	-	-		-					0.00	N/A	N/A
COMPUTERS	-	-	-	-	-	-	-	-	-	-	-	-	-		0.00	N/A	N/A
VEHICLES	68,171	-	-	22,723.53	-	-	45,447.06	-	-	-	-	-	-		68,170.59	100.00%	0.00%
EQUIPMENT	-	-	-	-	-	-	-	-	-	-	7,313.00	-	28,833.30		36,146.30	#DIV/0!	N/A
LOAN PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-		0.00	#DIV/0!	#DIV/0!
CAPITAL OUTLAY TOTAL	68,171	-	-	22,723.53	-	-	45,447.06	-	-	-	7,313.00	-	28,833.30		104,316.89	153.02%	-53.02%
TOTAL	9,769,195	576,949.54	612,665.22	792,013.84	823,807.55	599,457.33	912,333.06	634,632.73	753,159.25	789,008.40	1,028,916.65	768,415.08	1,079,307.97		9,370,666.62	95.92%	4.08%
PERCENTAGE OF TIME ELAPSED AND TIME REMAINING																100.00%	0.00%

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21		YTD
Operating Cash Inflow	1,465,853.52	664,891.87	569,549.66	709,578.81	868,059.17	659,715.34	1,266,798.74	866,802.62	1,653,472.00	1,273,678.13	1,015,380.33	745,228.72		11,759,008.91
Operating Cash Outflow	565,371.92	595,151.83	694,805.97	902,871.36	665,276.01	755,005.76	697,829.56	725,864.36	731,311.73	1,072,615.88	688,466.46	1,171,577.69		9,266,148.53
Cash Provided (Used) by Operations	900,481.60	69,740.04	(125,256.31)	(193,292.55)	202,783.16	(95,290.42)	568,969.18	140,938.26	922,160.27	201,062.25	326,913.87	(426,348.97)		2,492,860.38
Cash used for Capital Expenditures	-	-	22,723.53	-	-	45,447.06	-	-	-	7,313.00	-	28,833.30		104,316.89
	-	-	-	-	-	-	-	-	-	-	-	-		-
Cash to (from) Reserve	900,481.60	69,740.04	(147,979.84)	(193,292.55)	202,783.16	(140,737.48)	568,969.18	140,938.26	922,160.27	193,749.25	326,913.87	(455,182.27)		2,388,543.49
														2,388,543.49

Interest calculation on LGIP vs DBF investment		Invested	$ 1,000,000.00

Month	LGIP Interest rate	Month rate	Principle	Interest earned	DBF Interest rate	montly rate 360 day year	
May-20	1.2962%	0.1080%	$ 1,000,000	1,080.17	1.6769%	0.1397%	1,397.42
Jun-20	1.1013%	0.0918%	$ 1,000,000	917.75	1.7963%	0.1497%	1,496.92
Jul-20	0.8580%	0.0715%	$ 1,000,000	715.00	1.7106%	0.1426%	1,425.50
Aug-20	0.6659%	0.0555%	$ 1,000,000	554.92	1.6950%	0.1413%	1,412.50
Sep-20	0.5798%	0.0483%	$ 1,000,000	483.17	1.9671%	0.1639%	1,639.25
Oct-20	0.5621%	0.0468%	$ 1,000,000	468.42	1.6469%	0.1372%	1,372.42
Nov-20	0.5555%	0.0463%	$ 1,000,000	462.92	1.6605%	0.1384%	1,383.75
Dec-20	0.4493%	0.0374%	$ 1,000,000	374.42	1.7235%	0.1436%	1,436.25
Jan-21	0.2934%	0.0245%	$ 1,000,000	244.50	1.5845%	0.1320%	1,320.42
Feb-21	0.2251%	0.0188%	$ 1,000,000	187.58	1.7670%	0.1473%	1,472.50
Mar-21	0.2065%	0.0172%	$ 1,000,000	172.08	1.8293%	0.1524%	1,524.42
Apr-21	0.1836%	0.0153%	$ 1,000,000	153.00	1.7350%	0.1446%	1,445.83
May-21	0.1703%	0.0142%	$ 1,000,000	141.92	1.5185%	0.1265%	1,265.42
Jun-21	0.1500%	0.0125%	$ 1,000,000	125.00	1.3833%	0.1153%	1,152.75
Jul-21	0.1500%	0.0125%	$ 1,000,000	125.00	1.3833%	0.1153%	1,152.75
Total return				6,205.85			20,898.10

15 month % larger gain 237%

Interest Rate Risk is the risk that a currently purchased debt insturments resale value will decrease with rising interest rates.
Average maturity on DBF is close to 30 months.
If $1,000 is invested face value at 1.3833% impact of interest rate climb

		% change in value
Value at par interest rate of 1.3833	1,000.00	
Sell value at interest rate of 3%	961.11	3.89%
Sell value at interest rate of 6%	893.00	10.70%

Of course, if you hold the bond to maturaty in 30 months you get your $1,000 and the 1.3833% interest.
If you sell early you take a market loss on the sell.
Normally interest rates do not climb overnight and the closer you get to maturity, the less discount you have on sale.
When interest rates are climbing there is a market loss. When interest rates are falling there is a market gain.
The faster the interest rates are changing the larger the market gain or loss.
The shorter the time to maturity on the bonds the less the interest rate risk hurts the investor.

BONNEVILLE COUNTY
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE (208) 522-0310
FAX (208) 525-7063

Eastern Idaho Public Health Fee Structure

Revised 11/04/2021

In accordance with the intent of Chapter 4, Title 39, Idaho Code, notice is hereby given that the Public Health District VII Board of Health, under the authority granted by Idaho Code 39-414 and 39-416, adopts the following schedule based upon the actual cost of providing the service as stipulated in the Administrative Procedure Act rules: personnel costs, indirect rate formula as approved by the State Auditor, and operating expenditures.

The fees outlined in this document will be effective November 5, 2021 with the exception of the Food Program Fees which will be effective January 1, 2022 as outlined in Idaho Code 39-1607.

CLINICAL HEALTH SERVICES FEES

The following rules apply to Clinical Health Services:

1. All supply, lab, and private purchased vaccine fees will be based on the cost plus $5.00 and may be rounded up to the nearest $1.00 increment. Fees for these services will be modified as necessary based on the purchase price. Fees are subject to change without notice based on pricing changes.

IMMUNIZATION FEES

1. State Supplied Vaccines:

a. Vaccine for Children (VFC):

VFC fees are limited by federal law. Administration fee are as follows:

First shot $20.00
Each additional shot (cap at 4 shots) $20.00

b. Non-VFC Eligible Children:

Immunization administration fee are as follows:

First shot $35.00
Each additional shot $20.00

2. Private Purchase Vaccines:

Immunization administration fee are as follows:

First shot $35.00
Each additional shot $20.00
Complex Vaccine Consult (Yellow Fever, Oral Typhoid, Oral Cholera, Rabies and Japanese Encephalitis) $10.00/visit

Special Use Vaccines:

Includes those supplied by the State or procured by other means at no cost to the district.

a. Each shot: Adult State Supplied $20.00
b. Each shot: Patient Assistance vaccine $25.00

4. **Private Purchased Cash Only & Employee Influenza Vaccines:**

   Influenza vaccine cash only fees are established at a lower administration cost due to market pressures and less processing time involved.

   a. Influenza cash price........ Cost of Vaccine + $15.00
   b. Off-site group cash pay Clinics........ Cost of Vaccine + $10.00 ~~$28.00~~
   c. EIPH Employees........ NO out of pocket cost
      Employee's insurance will be billed and any unpaid balance will be assumed by EIPH.

Reproductive Health Fees

A program cost analysis is conducted on an annual basis. Based on costs, a conversion factor will be established and used in conjunction with Relative Value Units (RVUs) to determine fees. RVUs are a national method for evaluating medical services, taking into account complexity, risk, time, etc. RVUs are updated annually by Medicare. A conversion Factor is a value used to turn RVUs into dollar values (fees).

Reproductive Health Fee Formula:

- RVU x 60 conversion factor
- Codes with no RVU will be charged at 150% of Idaho Medicaid Allowable

Some of EIPH's fees are mandated to be based on a sliding fee scale (Title X, for example). EIPH's Sliding Fee Scale will be automatically updated whenever the Federal Poverty Guidelines are revised.

Miscellaneous Fees

1. Tuberculosis Skin Test (PPD)........ $25.00
2. Foreign travel oral medication consultation and prescription........ $10.00
3. Sharps Container Exchange Program
   Small Container........ $7.00
   Large Container........ $10.00
4. Brief nurse service fee .... $10.00 per 15 minute increment
5. Medicaid Ineligible Pregnancy Service visit........ $15.00
6. Vital Statistics—certified copies of certificates........ $5.00 plus cost from State

ENVIRONMENTAL HEALTH FEES

Any Environmental Health fee that is set in Idaho Code or Rule (as indicated with an asterisk), the fee will be automatically adjusted when the Code or Rule changes.

FOOD PROGRAM

FOOD LICENSING FEES*

Effective 1/1/22

Mobiles, Intermittent	$72.00 (80.00)
Mobile or Intermittent with Commissary	$92.00 (100.00)
Additional Mobiles, each	$72.00 (80.00)
Other Food Establishments	$160.00 (200.00)
2+ Licenses on 1 Premise/Common Owner	$200.00 (250.00)
Late Licensing Fee...within 15 days late	$35.00
Late Licensing Fee...AFTER 15 days late	$70.00

TEMPORARY FOOD LICENSING FEES*

Operating 1 day	$35.00
Operating 2 or 3 days	$45.00
Operating 4 or more days or multiple events	$72.00 (80.00)

OTHER FEES*

Plan Review & Preoperational Inspection	$100.00
License Reinstatement Fee	$18.00
Request for Variance	$50.00 per hour
Compliance Conference	$100.00 per hour

LAND DEVELOPMENT

—We reserve the right to adjust fees prior to signature of plat.—

1 - 25 Lots	~~$100.00~~ 80.00 per lot
26 - 40 Lots	~~$75.00~~ 60.00 per lot
41 or more Lots	~~$50.00~~ 40.00 per lot

For the above fees, half of the fee is to be submitted with the application and the remainder is due upon signing of final plat.

Discharged to Central/Community/Large Soil Absorption System (LSAS)
Due with Application .... $200.00 + $40.00 per lot

Signature Fee $75.00
Short Plats (DEQ Approved) and Lot Line Adjustments

SWIMMING POOLS*

Yearly License	$50.00
Plans Review Check	$100.00

SEPTIC PROGRAM

SEPTIC PERMITS

Individual System

New	~~$700.00~~ 600.00
Expansion/Remodel	$500.00
Failed/Repair	$500.00

Central(2+ Connections)/Large Soil Absorption System

New	$1,500.00
Repair	$750.00

Tank Only / Vault Privy / Remediation	$350.00
Permit Renewal/Transfer	$50.00
Speculative Site Evaluation	$300.00

(Apply fee to permit within 1 year.)

SEPTIC SYSTEM INSTALLER

Annual License for Installing Standard & Basic Alternative Systems	$50.00
Annual License for Installing ALL Systems (including Complex Alternative)	$100.00

SEPTIC SYSTEM PUMPER

Annual License	$40.00
Each Vehicle	$20.00

PLANNING & ZONING REVIEW

Office Review	$75.00
Field Visit Required	$300.00

DAY CARE PROGRAM

State Licensed, Family/Group	$100.00
State Licensed, Center — 13-25 Children	$250.00
State Licensed, Center — 25+ Children	$325.00
City License (Idaho Falls or Ammon)	$75.00
Follow-up City Inspection	$75.00

MATERNAL CHILD HOME VISITING FEES

In Idaho, Medicaid is the only Third-Party Payer that has a payment structure to provide payments related to home visits provided under the Parents as Teachers program, a maternal child home visiting program administered by EIPH.

When billing for these services, EIPH will bill the LESSER OF the current Medicaid allowable charge or EIPH's cost to provide the service, whichever is lower.

Note: As of October 31, 2021, Idaho Medicaid's allowable charge is $250.12 for a home visit.

~~ORAL HEALTH FEES~~

~~(Services for children ages birth to 18 years.)~~

~~Oral Health Program:~~

1. ~~Oral Health Assessment .... $17.00~~
2. ~~Dental Screening .... $17.00~~
3. ~~Caries Risk Assessment .... $10.00~~
4. ~~Topical Fluoride Varnish .... $13.00~~
5. ~~Prophylaxis Cleaning .... $25.00~~
6. ~~Dental Sealant, per tooth .... $22.00~~
7. ~~Nutritional Counseling for control of dental disease .... $10.00~~
8. ~~Interim Caries Arresting Medicament Application, per tooth .... $25.00~~
9. ~~Oral Hygiene Instructions .... $10.00~~

CONFERENCE ROOM FEES

Eastern Idaho Public Health's Conference Room may be rented by state, county, or city agencies as well as non-profit organizations that have a public health-related mission.

Rate	Hours of Use
$100 per day	Monday through Friday, 8:00 a.m. – 5:00 p.m.
$50 per hour	Weekdays after 5:00 p.m.; Weekends

~~Half day = 4 hours~~	~~Full day = more than 4 hours~~
~~Less than 50 Participants~~	~~More than 50 Participants~~
~~Half Day = $75~~	~~Half Day = $125~~
~~Full Day = $125~~	~~Full Day = $225~~

This fee includes set-up, take-down, and cleaning of the room as well as 15 minutes of IT staff time to help with A/V needs.

Dated this 4th day of November, 2021.

EIPH Board of Health

____________________________	____________________________
Bryon Reed, Chairman	Geri Rackow, Director

STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

LAWRENCE G. WASDEN

October 25, 2021

Dear District Board of Health:

The State of Idaho has announced an agreement to participate in nationwide opioid settlements with Johnson & Johnson and three major opioid distributors, AmerisourceBergen, Cardinal Health and McKesson. These settlements total up to $26 billion dollars and include up to $119 million dollars for Idaho and its local governments who agree to participate. I am writing to ask you to join us in participating in these historic settlement agreements. I believe that these are fair settlements that will provide the State and local governments much-needed funds to fight the opioid crisis.

The State has also drafted a proposed intrastate allocation agreement with input from legal counsel for some local governments who are participating in the opioid litigation. If enough local governments agree, this agreement will govern how funds from the nationwide settlements and other opioid-claim resolutions will be split between the State and local governments. I believe this allocation agreement provides a better framework for distributing funds within the State than the default provisions in the nationwide settlement and other pending opioid-claim resolutions, and I ask you to join the State in signing this agreement.

Attached is a fact sheet summarizing the nationwide opioid settlements, participation forms for the nationwide opioid settlements, a copy of the allocation agreement, a sign-on form for the allocation agreement, and, a fact sheet summarizing the allocation agreement. If your health district wishes to sign on to participate in the nationwide opioid settlements and sign onto the allocation agreement, please send executed participation forms and sign-on form to opioidsettlement@ag.idaho.gov by **December 3, 2021**.

Sincerely,

LAWRENCE G. WASDEN
Attorney General

LGW

Attachments

P.O. Box 83720, Boise, Idaho 83720-0010
Telephone: (208) 334-2400, FAX: (208) 854-8071
Located at 700 W. Jefferson Street, Suite 210

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL GOVERNMENTS

SIGN-ON

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Governmental Entity: ______________________________

Date: ______________________________

VOLUNTARY REALLOCATION

[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL PUBLIC HEALTH DISTRICT]

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: ______________________________

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Governmental Entity: ______________________________

Date: ______________________________

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

FACT SHEET

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT

The Attorney General of the State of Idaho has joined nationwide settlements resolving opioid-related claims with Johnson & Johnson and three major opioid distributors. These nationwide settlements and other pending opioid-claim resolutions allow the State and participating local governments to enter into an agreement to govern how settlement funds will be allocated within the State. The Attorney General's Office has drafted a proposed Idaho Opioid Settlement Intrastate Allocation Agreement ("Agreement") with some input from local governments involved in the opioid litigation. The purpose of this document is to summarize the primary terms of the Agreement and to anticipate questions that you may have.

What Opioid Settlements Does the Agreement Apply to?

The Agreement is intended to govern the distribution of settlement funds obtained through the nationwide settlements with Johnson & Johnson and three major opioid distributors (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp.) ("Nationwide Settlements"), the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, and any additional settlements relating to opioid litigation that involve both the State and Idaho local governments and that allow for an allocation agreement.

How Are Settlement Funds Split Between the State and Local Governments Under the Agreement?

The Agreement provides that settlement funds will be split with forty percent (40%) to the State, forty percent (40%) to participating local governments, and twenty percent (20%) to participating regional public health districts. The funds allocated to local governments will be allocated among participating counties and cities based on certain opioid metrics, as provided in Exhibit B to the Agreement. The funds allocated to the regional health districts will be allocated among participating health districts in proportion to the allocation of funds to the counties and cities within each health district's boundaries, as provided in Exhibit C to the Agreement. The Agreement also provides for funds taken from each of the above shares to compensate attorneys who have been hired by the State and local governments involved in the opioid litigation that have put in significant effort to obtain these settlement funds.

How Can a Local Government Calculate How Much Money It Will Receive Under the Agreement?

Assuming all eligible cities and counties participate in the Nationwide Settlements and the State receives the full $120 million over 18 years, a city or county can estimate the total funds it would receive by calculating the local government share, taking forty percent (40%) of $120 million ($48 million), and then multiplying that amount by the percentage assigned to the city or county in Exhibit B to the Agreement. For example, if Exhibit B shows that County A would receive 10%, that county would receive 10% of the Local Government share (estimated $48 million), totaling an estimated $4.8 million. It is important to emphasize that each local government's share will be less if there is less than full participation from eligible cities and counties in the Nationwide Settlements. The State and local governments must come together and participate in these Nationwide Settlements to maximize the benefit for the citizens of the State.

How Can Local Governments Spend Funds Allocated Under the Agreement?

The funds allocated under the Agreement must be spent on approved opioid-abatement activities as set forth in Exhibit A to the Agreement. These approved activities include strategies, programming, and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder or Mental Health conditions. The approved activities listed in Exhibit A

were developed nationally, consulting with public health officials in multiples states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. This limitation on use of funds is also required under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans. The Agreement includes requirements for annual reporting of spending of opioid settlement funds and other provisions to ensure compliance with this spending limitation.

Who is Eligible to Sign-On to the Agreement?

All counties and cities who are eligible to participate in the Nationwide Settlements are eligible to sign on to and receive funds under the Agreement. This includes: (1) all counties; (2) cities who currently have pending claims against Johnson & Johnson and the three distributors; and (3) all other cities with a population of 10,000 or greater. A list of eligible counties and cities can be found at https://www.ag.idaho.gov/consumer-protection/opioid-settlement/. Additionally, the seven regional public health districts established under Title 39, Chapter 4, Idaho Code are eligible to sign on and receive funds under the Agreement.

What Happens if a Local Government Does Not Sign on to the Agreement?

Under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans, an intrastate allocation agreement must be signed by the State and local governments whose aggregate populations either: (1) total more than sixty percent (60%) of the population; or (2) total more than fifty percent (50%) of the population and include fifteen percent (15%) of counties within the State. If this threshold is not met, the allocation agreement is not effective and the default allocation terms of the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans will govern distribution of funds within the State. If the above threshold is met and a local government does not sign on, it will not be entitled to receive funds under the terms of the Agreement.

What if a Local Government Does Not Want to Administer Opioid Settlement Funds?

The sign-on form for the Agreement allows for a local government to sign on to the Agreement but have its share of funds under the Agreement reallocated to its regional public health district. This allows for the local government to participate in the Nationwide Settlements, which increases the overall amount of money available to distribute in Idaho, and to sign on to the Allocation Agreement and have its participation counted toward the minimum participation threshold, but not have to directly administer funds. The decision to reallocate is completely voluntary and solely within the discretion of the local government.

How do the Allocation Terms in the Agreement Compare to the Default Allocations Under the Nationwide Settlements and the Purdue and Mallinckrodt Bankruptcy Plans?

The Idaho Attorney General's Office believes the Agreement provides for more consistent and better terms than the default allocation methods. The Nationwide Settlements provide for different allocation methods than the Purdue and Mallinckrodt bankruptcy plans. Under the Nationwide Settlements' defaults, settlement funds allocated to Idaho would be split with fifteen percent (15%) to the State, fifteen percent (15%) to participating local governments, and seventy percent (70%) to a trust fund. The trust fund would be managed by a committee including both local and State representatives and used to fund opioid abatement programs, with the ultimate spending authority being held by the State. Under the Purdue and Mallinckrodt bankruptcy plans, seventy percent (70%) of the funds are to be split regionally based on regions designated by the State, with only local governments with a population of more than 400,000 directly receiving funds. The remaining thirty percent (30%) is allocated to the State. Future settlements may contain completely different default allocation methods. Under the Agreement, local governments will receive more direct funds and there will be a lower administrative burden by having a consistent distribution method across settlements.

How Can I Learn More About the Agreement?

More information is available at https://www.ag.idaho.gov/consumer-protection/opioid-settlement/.

If you have further questions, you may also contact the Consumer Protection Division of the Idaho Attorney General's Office at **(208)-334-2424 or opioidsettlement@ag.idaho.gov**

Opioid Distributor and Johnson and Johnson Settlement Agreements

Allocation of Funds Between State and Local Governments Three Options:

Default

- **15% State, 15% Participating Counties/Cities, 70% Trust Fund**
- Applies if there is no allocation agreement or allocation statute.
- Need legislation to establish Advisory Committee to recommend expenditures from Trust Fund.
- No funds allocated directly to participating special districts.
- Funds allocated to City or County that does not participate or whose share is reduced under the settlement agreement go to the Trust Fund.

State's Proposed Allocation Agreement

- **40% State, 40% Participating Counties/Cities, 20% Regional Health Districts.**
- Need 60% of the population of eligible Counties/Cities to sign on for agreement to be effective.
- The Attorney General's office will be working with local governments who choose to participate in the coming months on this agreement.

Allocation Statute

- Idaho Legislature can pass statute specifying how all or some of the funds are allocated.
- The Attorney General's Office is not pursuing Legislation at this time, but is focused on reaching an agreement with participating local governments.

Requirements for use of funds under ALL Options:

1. 85% of funds must be used for opioid remediation with 70% used for future opioid remediation.
2. Funds may not be allocated to a non-participating local governments.
3. Funds allocated to a local governments are reduced if they delay in participating until after July 15, 2022 or do not participate until after claims are barred.

The Settlement Agreements provide the proposed allocation of the Local Government funds for each eligible local government. A list showing the percent allocated to each city and county is available at https://www.ag.idaho.gov/content/uploads/2021/09/Default-Allocation-of-Idaho-Local-Government-Funds-by-Local-Government.pdf.

Opioid Distributor and Johnson and Johnson Settlement Agreements

Important Dates

July 21, 2021	Initial deal announcement
August 21, 2021	Sign-on Period is scheduled to end for States
September 4, 2021	Defendants determine if # of States is sufficient
September 19, 2021	Official notice to subdivisions
September 30, 2021	Distributors pay initial payment into escrow
January 2, 2022	**Subdivision initial participation deadline.**
January 17, 2022	States' deadline to inform if participation is sufficient
February 1, 2022	Defendants determine if subdivision participation is sufficient
Feb. 1 – Apr. 2, 2022	States obtain state court consent decrees memorializing settlements
April 2, 2022	Effective Date/Distributers make their first payment
July 1, 2022	J&J makes its first payment
July 15, 2022	J&J and Distributors make their second payment

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL GOVERNMENTS

The State, by and through the Attorney General, and the undersigned Participating Local Governments and Participating Health Districts, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Idaho Opioid Settlement Intrastate Allocation Agreement ("Agreement") and covenant and agree as follows:

General Principles

Capitalized terms not defined below have the meanings set forth in the Definitions section of this Agreement.

- The people of the State of Idaho and Idaho communities have been harmed by the opioid epidemic, which was caused by misconduct committed by certain entities within the Pharmaceutical Supply Chain.

- The State of Idaho, *ex rel.* Lawrence Wasden, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.

- The State, Health Districts, and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Idaho.

- Settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have taken the form of National Settlement Agreements.

- This Agreement is intended to facilitate compliance by the State and by the Participating Local Governments with the terms of the National Settlement Agreements and, to the extent appropriate, with other settlements related to the opioid epidemic reached by both the State and Participating Local Governments.

- Idaho's share of settlement funds from the National Settlement Agreements will be maximized only if all Idaho Local Governments of a certain size participate in the settlements.

- The National Settlement Agreements will set a default allocation between each State and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"), and this Agreement is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreements.

- The State and certain Participating Local Governments are also involved in ongoing litigation with other Pharmaceutical Supply Chain Participants and the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants

to declare bankruptcy, and they may cause additional entities to declare bankruptcy in the future.

- This Agreement is also intended to serve as a State-Subdivision Agreement for future resolutions of claims through settlement or in bankruptcy court where both the State and Participating Local Governments have filed suit concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic and the resolution of such claims provide for payments (including payments through a trust) to both the State and Participating Local Governments and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Future Resolutions"). This includes but is not limited to serving as a Statewide Abatement Agreement under the bankruptcy resolutions in *In re Purdue Pharma L.P., et. al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del.).

- The State is participating in litigation and investigations of certain other Pharmaceutical Supply Chain Participants for which Participating Local Governments are not involved and resolution of such claims are not subject to this Agreement.

A. Definitions

As used in this Agreement

1. The terms "Future Resolutions," "State," and "State-Subdivision Agreement" are defined under General Principles in this Agreement.

2. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.

3. "Governing Body" means (1) for a county, the board of county commissioners; (2) for a municipality, the city council; and (3) for a health district, the district board of health.

4. "Health Districts" shall mean the seven regional public health districts created pursuant to Title 39, Chapter 4, Idaho Code.

5. "Litigating Participating Local Governments" means the Participating Local Governments that filed an initial complaint in the Opioid Litigation by September 1, 2020.

6. "MDL Litigation" means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio).

7. "National Settlement Agreements" means the national opioid settlement agreements dated July 21, 2021, with Settling Defendants Johnson & Johnson and Distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

8. “Non-Litigating Participating Local Governments” means the Participating Local Governments who are not Litigating Participating Local Governments.

9. “Non-Participating Health District” means a Health District who is not a Participating Health District.

10. “Non-Participating Local Government” means a city or county who is not a Participating Local Government.

11. “Opioid Funds” shall mean monetary amounts obtained through the National Settlement Agreements and Future Resolutions as defined in this Agreement. Not included are funds paid to the State to resolve State claims against Pharmaceutical Supply Chain Participants for which Participating Local Governments were not a party or did not otherwise participate. Also not included are funds paid to Participating Local Governments solely to resolve Participating Local Governments’ claims against Pharmaceutical Supply Chain Participants, not claims by the State.

12. “Opioid Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

13. “Participating Local Government” shall mean a county or city within the geographic boundaries of the State who participates in this Agreement and who participates in the National Settlement Agreements and/or Future Resolutions. A Local Government may be a Participating Local Government under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. Eligible local governments include: (1) all counties within the State of Idaho; and (2) cities within the State of Idaho who are either involved in Opioid Litigation or who have a population of over 10,000.[1] For the avoidance of doubt, a county or city must sign this Agreement to become a “Participating Local Government.”

14. "Participating Health District” shall mean a Health District who agrees to participate in this Agreement and in the National Settlement Agreements and/or Future Resolutions. A Health District may be a Participating Health District under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. For the avoidance of doubt, a Health District must sign this Agreement to become a “Participating Health District.”

15. “Parties” shall mean the State, Participating Health Districts, and Participating Local Governments.

16. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

[1] All references to population in this Agreement shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html.

17. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

18. “Public Health District Fund” means the fund established under Idaho Code § 39-422.

19. “State-Directed Opioid Settlement Fund” means the fund established under Idaho Code § 57-825.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with forty percent (40%) to the State (“State Share”); forty percent (40%) to the Participating Local Governments (“LG Share”); and twenty percent (20%) to the Participating Health Districts (“HD Share”).[2]

2. All Opioid Funds, regardless of allocation, shall only be utilized for Approved Purposes included in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in Section D of this Agreement. The parties acknowledge that under the terms of the National Settlement Agreements there are certain allowed non-Opioid Remediation expenditures which require additional reporting under those agreements. Additionally, the parties acknowledge that under the National Settlement Agreements no less than eighty-five percent (85%) of the funds must be used for Opioid Remediation with at least seventy percent (70%) of funds used solely for future Opioid Remediation.

3. **Receipt and Distribution of the State Share**: Funds will be deposited into the State-Directed Opioid Settlement Fund after payment of attorney’s fees and costs to the State’s outside counsel as provided in Section C.

4. **Receipt and Distribution of the LG Share**: The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments after payment of funds into the Idaho Attorney Fee Back-Stop Fund as provided in Section C.5. Each Participating Local Government will be allocated the percentage of the remaining LG Share as set forth in Exhibit B. Payments will be made directly to each Participating Local Government, and subject to the mechanisms for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Each Participating Local Government may elect to have its share reallocated to the Participating Health District within which it is located. Any funds allocated to a Non-Participating Local Government or to Participating Local Government that cannot be paid under the terms of this Agreement, the National Settlement Agreements, or a Future Resolution shall be allocated to the Participating Health District in which the Local Government is located. A county and some or all of its incorporated cities, in so far as all are Participating Local Governments, may enter into a separate intracounty allocation agreement to modify how the total funds available to said county and cities under Exhibit B are allocated amongst themselves. For the avoidance of doubt, a county or city must agree in writing in order to have its share reallocated under an intracounty allocation agreement. Such an agreement shall not modify any of the other terms or requirements of the National Settlements, Future Resolutions, or this Agreement.

[2] This Agreement assumes that any opioid settlement for Native American Tribes will be dealt with separately.

5. **Receipt and Distribution of the HD Share:** The HD Share shall be paid directly to the Public Health District Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C. Funds would be allocated among each Participating Health District based on the aggregate of the percentages allocated to the Local Governments within each such Health District as determined pursuant to paragraph 4 above, and as set forth specifically in Exhibit C. These funds would also be subject to the mechanism for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Any funds allocated under Exhibit C to a Non-Participating Health District shall be allocated to the Participating Health Districts in proportion to the allocation set forth in Exhibit C. If any Participating Health District ceases to exist, the funds shall be allocated between the remaining Participating Health Districts as provided for in this paragraph. If all Participating Health Districts cease to exist, the HD Share will be split equally between the State Share and the LG Share.
6. The State, Participating Health Districts, and Participating Local Governments may coordinate for implementation of opioid remediation strategies. The Parties agree that collaboration promotes the effective use of Opioid Funds and that they will coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

C. Payment of Counsel and Opioid Litigation Expenses

1. The Parties recognize that the funds being shared under this agreement were obtained through significant effort by outside counsel retained by the State and Litigating Participating Local Governments in the Opioid Litigation.

2. The National Settlement Agreements provide for the payment of all or a portion of the attorney's fees and legal expenses owed by the State and Litigating Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this the court in the MDL Litigation has established a common benefit fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "Common Benefit Fund"). The Parties anticipate that Future Resolutions may also provide for the payment of all or a portion of attorney's fees and legal expenses.

3. If funds for attorney's fees and expenses under the National Settlement Agreements, Future Resolutions, and the Common Benefit Fund are insufficient to cover the attorney fee obligations of the State and Litigating Participating Local Governments (as modified by Judge Polster's August 6, 2021 Order in the MDL Litigation), the deficiencies will be covered as set forth in further detail below.

4. Deficiencies for outside counsel for the State shall be paid as follows:

    a. As a means of covering any deficiencies in payment for outside counsel retained by the State specifically for Opioid Litigation, five percent (5%) of the State Share and five percent (5%) of the HD Share from the National Settlements and Future Resolutions not exempt under Section C.7 shall be sent to outside counsel prior to payment to the State-Directed Opioid Settlement Fund and the Public Health

District Fund. No funds from the LG Share shall be used to pay attorney's fees for outside counsel for the State.

b. Outside counsel for the State shall maintain the funds in a separate trust account, not comingled with other funds. Outside counsel for the State shall make application to the Idaho Attorney General's Office for payments out of the trust account for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund.

c. Any remaining funds in the account in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the State Share and HD Share and shall be allocated as provided in Section B.

d. Outside counsel for the State shall make a report to the Idaho Attorney General's Office every two (2) years setting forth the balance of the trust account and any outstanding potential deficiencies in order for the Idaho Attorney General's Office to assess whether the trust fund is overfunded and funds should be reverted or underfunded and more funding should be provided.

5. Deficiencies for outside counsel for Litigating Participating Local Governments shall be paid as follows:

    a. As a means of covering any deficiencies in payment for outside counsel retained by Participating Local Governments specifically for the Opioid Litigation, a supplemental Idaho Attorney Fee Back-Stop Fund shall be established.

    b. The Idaho Attorney Fee Back-Stop Fund shall be funded by ten percent (10%) of the LG Share from the National Settlement Agreements and Future Resolutions not exempt under Section C.7. No funds from the State Share and HD Share shall be used to pay attorney's fees to counsel for the Litigating Participating Local Governments. If some or all of the Participating Local Governments believe that ten percent (10%) will not be sufficient to cover a deficiency in attorney's fees those Participating Local Governments can enter into an agreement to hold back an additional amount of up to two and one-half percent (2.5%) of the LG Share allocated to those Participating Local Governments under Exhibit B to be put into the Idaho Attorney Fee Back-Stop Fund. For the avoidance of doubt, no funds above the original ten percent (10%) shall be held back to fund the Idaho Attorney Fee Back-Stop Fund from the share allocated to a Participating Local Government under Exhibit B without their express written agreement, and in no circumstance may the overall amount withheld exceed tweleve and one-half percent (12.5%).

    c. Payments out of the Idaho Attorney Fee Back-Stop Fund shall be determined by majority vote of a committee ("Idaho Attorney Fee Back-Stop Fund Committee") consisting of three members:

        i. One (1) member appointed by the Litigating Participating Local Governments;

ii. One (1) member appointed by the Non-Litigating Participating Local Governments; and

iii. One (1) member jointly appointed by all of the other members listed above.

d. Outside counsel retained by Litigating Participating Local Governments may apply to the Idaho Attorney Fee Back-Stop Fund only for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund. For the avoidance of doubt, collectively, outside counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available under the National Settlement Agreements, Future Resolutions, the Common Benefit Fund and the Idaho Attorney Fee Back-Stop Fund, attorney's fees totaling fifteen percent (15%) of the LG Share.

e. Any funds remaining in the Idaho Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the LG Share and shall be allocated as provided in Section B.

f. Applications for funds from the Idaho Attorney Fee Back-Stop Fund must be supported by an affidavit of the attorney setting forth the basis and method of computation for the attorney's fees request. The Idaho Attorney Fee Back-Stop Fund Committee may also request additional documentation to support an application.

g. The Idaho Attorney Fee Back-Stop Fund Committee shall meet at least once annually to review applications and determine whether to release and/or revert funds. Every two (2) years, the Idaho Attorney Fee Back-Stop Fund Committee shall assess the amount remaining in the fund to determine if it is overfunded or underfunded.

6. The Parties agree that should a Future Resolution not provide for any payment of attorney's fees, the parties will confer and in good faith consider an amendment to this Section to provide for additional funds.

7. This Section (Section C) shall not apply to settlements involving McKinsey or the bankruptcy proceedings *In re Purdue Pharma L.P., et. al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del) or other Future Resolutions in so far as the express terms limit the payment of attorney's fees and would not allow for the payment of attorney's fees from the State Share, LG Share, and HD Share.

D. Compliance Reporting and Accountability

1. Participating Health Districts, Participating Local Governments, and the State shall maintain, for a period of at least five (5) years, records of Opioid Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, Future Resolutions, and this Agreement. During and after the term of this Agreement, the Attorney General shall have access to persons and records related to this Agreement and expenditures of Opioid Funds.

2. Opioid Funds can only be used for an Approved Purpose when the Governing Body of a Participating Local Government or Participating Health District includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Funds for that Approved Purpose during a specified period of time. The budget or resolution should: (1) indicate that it is an authorization for expenditure of Opioid Funds, (2) state the specific Approved Purpose the governing body intends to fund as identified in Exhibit A, and (3) state the amount dedicated to each Approved Purpose for a stated period of time.

3. Opioid Funds are subject to the financial audit requirements for Participating Local Governments and Participating Health Districts as provided under Idaho Law, and shall be separately accounted for in any such audit. If any such audit reveals an expenditure inconsistent with the terms of this Agreement, the Participating Local Government or Participating Health District shall immediately report the finding to the Idaho Attorney General.

4. For every fiscal year in which a Participating Local Government or Participating Health District receives, holds, or spends Opioid Funds, the Local Government or Health District must submit an annual financial report specifying the activities and amounts it has funded. The annual financial report shall be provided to the Idaho Attorney General by emailing the report to opioidsettlement@ag.idaho.gov within ninety (90) days of the last day of the state fiscal year covered by the report. Each annual financial report must include the following information: (1) the amount of Opioid Funds available at the beginning of the fiscal year; (2) the amount of Opioid Funds received during the fiscal year; (3) the amount of Opioid Funds disbursed or applied during the fiscal year, broken down by Approved Purposes set forth in Exhibit A; (4) the amount of Opioid Funds available at the end of the fiscal year. The annual financial reports provided to the Idaho Attorney General will be made publically available by publication on the Idaho Attorney General's website https://www.ag.idaho.gov/consumer-protection/opioid-settlement/ and be maintained on that webpage for a period not less than five (5) years. The Attorney General will also post annual reports of State expenditures of Opioid Funds on the Idaho Attorney General's website and maintain said reports on the webpage for a period not less than five (5) years.

5. If the National Settlement Agreements or any Future Resolutions require that a Participating Local Government or Participating Health District file, post, or provide a report or other document beyond those described in this Agreement, or if any Participating Local Government or Participating Health District communicates in writing

with any national administrator or other entity created or authorized by the National Settlement Agreements or any Future Resolutions regarding compliance with the National Settlement Agreement or Future Resolutions, the Participating Local Government or Participating Health District shall email a copy of any such report, document, or communication to the Idaho Attorney General at opioidsettlement@ag.idaho.gov.

6. Every Participating Local Government and Participating Health District shall make a good faith effort to comply with all of its reporting obligations under this Agreement. A Participating Local Government or Participating Health District that engages in a good faith effort to comply with its reporting obligations under Section D.7 and D.8 but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time. A Participating Local Government or Participating Health District that does not engage in a good faith effort to comply with its reporting obligations under this Agreement, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract. Notwithstanding anything to the contrary herein, a Participating Local Government or Participating Health District that is in substantial compliance with the reporting obligations in this Agreement shall not be considered in breach of this Agreement.

7. If it appears to the State that a Participating Local Government or Participating Health District is using or has used Opioid Funds for non-Approved Purposes, the State may on written request seek and obtain the documentation underlying the report(s) described in this Section (Section D), as applicable. The Participating Local Government or Participating Health District receiving such request shall have fourteen (14) days to provide the requested information. The State and the Participating Local Government or Participating Health District receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to D.7, if the State determines that a Participating Local Government or Health District spent any Opioid Funds on an expenditure inconsistent with the terms of this Agreement, the State shall send notice to the Participating Local Government or Participating Health District of such determination and allow sixty (60) days to cure the inconsistent expenditure through budget amendment or repayment. If a Participating Local Government or Participating Health District does not make the cure within sixty (60) days, the State may (i) reduce future Opioid Fund payments to that Participating Local Government or Participating Health District by an amount equal to the inconsistent expenditure; and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments, initiate a process up to and including litigation to recover the overage. The State may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with Section B.4 above.

E. Other Terms

1. This Agreement shall become effective at the time a sufficient number of local governments have joined the Agreement to qualify this Agreement as a State-Subdivision

Agreement under the National Settlement Agreements or any Future Resolutions. If this Agreement does not thereby qualify as a State-Subdivision Agreement, this Agreement will have no effect. Once effective, this Agreement will remain in effect until at least one (1) year after the last date on which any Opioid Funds are spent by Participating Local Governments and Participating Health Districts pursuant to the National Settlement Agreements and any Future Resolutions.

2. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least two-thirds of the Participating Local Governments and Participating Health Districts.

3. This Agreement shall be governed by and construed under the laws of the State of Idaho using Idaho law. Any action related to the provisions of this Agreement, except as otherwise provided in the National Settlement Agreements or Future Resolutions, must be adjudicated by the Idaho state courts of Ada County in the State of Idaho.

4. This Agreement does not supersede or alter the terms of the National Settlement Agreements or any Future Resolutions except to the extent those terms allow for a State-Subdivision Agreement to do so.

5. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.

7. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR THE STATE OF IDAHO

DATE: October 25, 2021

LAWRENCE G WASDEN
ATTORNEY GENERAL
STATE OF DAHO

[Other Signature Pages to Follow]

Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following[1]:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[1] As used in this Exhibit A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Exhibit A
Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. <u>PREVENT MISUSE OF OPIOIDS</u>

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B

ALLOCATION OF LOCAL GOVERNMENT SHARE

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Minidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE

Health District	**Percentage of Health District Share**
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%

OPIOID SETTLEMENT AGREEMENTS WITH JOHNSON & JOHNSON AND 3 MAJOR DISTRIBUTORS

The Attorney General of the State of Idaho has joined a nationwide settlement resolving opioid-related claims with Johnson & Johnson and three major opioid distributors. Because the State of Idaho is participating in this settlement agreement, certain local governments within the State are now also eligible to participate and receive benefits under the agreements.

What are these Settlement Agreements About?

In Idaho, opioid overdose deaths have risen dramatically in recent years and both the State and local governments have expended significant funds fighting the opioid crisis. States and local governments across the country have spent the last several years investigating and litigating against many companies to hold those responsible accountable and to change the pharmaceutical industry for the better.

A broad coalition of states and local governments have reached final settlement agreements with four of those companies, Johnson & Johnson, and three distributors: AmerisourceBergen, Cardinal Health and McKesson. These settlement agreements would resolve legal claims by participating States and local governments stemming from actions that fueled the opioid addiction epidemic.

How Much Money is Available for the State and Local Governments?

The agreements provide for payments totaling $26 billion, with a total maximum amount of $119,896,000 available for the State of Idaho and participating local governments. Johnson & Johnson will make payments over 9 years. The three distributors will make payments over 17 years. The State and local governments must use the funding to support approved strategies for fighting the opioid crisis. A certain portion of the funding may also be used to compensate attorneys who have pursued the opioid litigation on behalf of the State and local governments.

The total amount of funding that Idaho and local governments may receive depends on how many eligible local governments participate in the settlement. The State and local governments can secure the maximum payment by fully resolving all of the pending and potential opioid-related claims by public entities within the State. In short, the more local governments that participate, the more funds available for everyone.

Does the Settlement Agreement Provide for Changes in Pharmaceutical Industry Practices?

Yes. The agreements provide for major changes in how prescriptions will be distributed and sold, including increased oversight, independent monitoring and a national database funded by the distributors to help stop deliveries of opioids to pharmacies where diversion and misuse are occurring. Johnson & Johnson will be prohibited from selling or promoting opioids.

Which Local Governments are Eligible to Participate?

Eligible local governments include: (1) all counties; (2) all general purpose local governments who currently have pending claims against Johnson & Johnson and the three distributors; and (3) all other cities with a population of 10,000 or greater. Attached is a list of the local governments in Idaho who are eligible to participate.

In order to obtain the maximum amount of funding, releases of claims will also need to be obtained by certain school districts, hospital districts, health districts and fire districts.

How Can Eligible Local Governments Participate?

Eligible local governments can participate by executing a Settlement Participation form, releasing all opioid-related claims against Johnson & Johnson, the three major distributors, and their subsidiaries, and agreeing to be subject to a Consent Order filed in Idaho state court resolving these claims.

What is the Deadline for Local Governments to Participate?

The initial participation deadline for local governments is January 2, 2022. Local governments may still join the settlement agreements after that date, but the payments the local government will be eligible to receive may be significantly reduced. Additionally, many of the incentive payments under the agreement require early participation by local governments and would be reduced if local governments delayed in joining the agreements.

How Will the Settlement Money Be Divided Between the State and Participating Local Governments?

The settlement provides a default that would divide the money allocated to the State of Idaho among three funds: 15% to participating local governments; 15% to the State; and 70% to a trust fund to be used for opioid remediation projects. The default agreement also provides for how the 15% of funds allocated to local governments will be split. The default percent assigned to each eligible local government is available at https://ag.idaho.gov/consumer-protection/opioid-settlement/.

The State and local governments have the option of entering into an agreement on how to allocate funds that differs from the default. The Attorney General supports the State and local governments working together to reach an agreement on how to allocate funds that provides the best result for the State, local governments, and the citizens of the State of Idaho.

What Happens if an Eligible Local Government Decides Not to Participate?

If an eligible local government decides not to participate it will not be entitled to receive any of the funds under the settlement agreement. The local government would retain any opioid-related claims against Johnson & Johnson and the three distributors that it would otherwise have unless those claims were barred by legislative or judicial action.

How Can I Learn More About the Settlement Agreements?

Full copies of both settlement agreements and additional information are available at https://ag.idaho.gov/consumer-protection/opioid-settlement/.

All local governments eligible to participate will also receive an additional notice with more information about the settlement agreements and how to participate on or around September 19, 2021.

If you have further questions, you may also contact the Attorney General's Office at:

Office of the Attorney General
Consumer Protection Division
Attention: Opioid Settlement
P.O. Box 83720
Boise, ID 83720-0010
208-334-2424
opioidsettlement@ag.idaho.gov

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Eastern Idaho Public Health

Prevent. Promote. Protect.

House Bill 316 Update

STATE CONTROLLER'S OFFICE (SCO)

- Meeting every two weeks
- Payroll Processing
- Accounting
- Data (reports)
- Procurement/Purchasing
- IT/Security
- Transition to LUMA
- SCO working on an MOU

DIVISION OF HUMAN RESOURCES (DHR)

- Meeting as needed
- IDAPA – removal of 15.04.01.008 "Applicability to Health Districts"
- Planning legislation in 2022 to clean up statutes
- Offered consultation and training services

BENEFITS

- PERSI will continue
- Medical and dental insurance will continue
- Short/long-term disability will continue
- Optional life insurance will continue
- Flexible spending accounts will continue

HEALTH & WELFARE (DHW) AND ENVIRONMENTAL QUALITY (DEQ)

- DHW is working on a revision to existing MOUs and intending to combine them into one comprehensive MOU
- DEQ MOU recently revised to remove references to "Delegated Authority"

Eastern Idaho Public Health

Prevent. Promote. Protect.

House Bill 316 Update

- 39-401
- 39-413

IDAPA 15 – OFFICE OF THE GOVERNOR
DIVISION OF HUMAN RESOURCES AND PERSONNEL COMMISSION

15.04.01 – RULES OF THE DIVISION OF HUMAN RESOURCES AND IDAHO PERSONNEL COMMISSION

000. LEGAL AUTHORITY.
The rules of the Division of Human Resources and Idaho Personnel Commission are adopted pursuant to Section 67-5309, Idaho Code. The Division has authority to determine the policies of the Idaho Personnel System and make such rules as are necessary for the administration of the Personnel System. The administrator of the Division is appointed by the Governor, subject to confirmation by the Senate, and serves at the pleasure of the Governor pursuant to Section 67-5308(2), Idaho Code. (3-30-01)

001. TITLE, SCOPE, AND COMPLIANCE.

01. Title. These rules are title IDAPA 15.04.01, "Rules of the Division of Human Resources and Idaho Personnel Commission." (3-16-04)

02. Scope. These rules establish the policies and procedures of the Idaho Personnel System. (3-30-01)

03. Compliance. In accordance with the Legislature's intent in creating the Idaho Personnel Act and for consistency in rule administration, appointing authorities shall ensure that staff with human resource management responsibilities adhere to these administrative rules. Any person willfully violating provisions of the Idaho Personnel System or the rules established in this chapter, may be subject to discipline, up to and including dismissal under Rule 190, and/or sanctions provided in Section 67-5312, Idaho Code. (3-16-04)

002. -- 005. (RESERVED)

006. WAIVER OF RULES.
The administrator reserves the right to waive any rule in specific instances when, in his/her opinion, such waivers are legal, warranted and justified in the interests of a more effective and responsive system of personnel administration. (3-30-01)

007. (RESERVED)

008. APPLICABILITY TO HEALTH DISTRICTS.
These rules apply to Public Health Districts even though specific references are to state employment. (3-16-04)

009. DUTIES OF THE ADMINISTRATOR.
In addition to other duties as assigned by law, the administrator provides administrative support to the Idaho Personnel Commission, has custody of the books and records of the Division and the Commission, and maintains a record of the proceedings before the Commission and its hearing officers. (3-16-04)

Eastern Idaho Public Health
Prevent. Promote. Protect.

BONNEVILLE COUNTY
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE (208) 522-0310
FAX (208) 525-7063

BOARD OF HEALTH

2022 Meeting Schedule

Draft

Unless otherwise noted below, all Board of Health meetings will be held from 9:00 a.m. – 3:00 p.m. at Eastern Idaho Public Health's office located at 1250 Hollipark Drive in Idaho Falls, Idaho.

Date	MEETING AGENDA
January 27	**General Board Meeting**
February	**NO MEETING**
March 24	**General Board Meeting**
April 28	**General Board Meeting (Budget Setting)**
June 16 **9:00 – 9:30 a.m.**	**Public Budget Hearing**
June 9 (tentative)	***Idaho Association of District Boards of Health – Annual Conference hosted by Central District Health***
July	**NO MEETING**
August 25	**General Board Meeting**
September	**NO MEETING**
October 27	**General Board Meeting**
November	**NO MEETING**
December 1	**General Board Meeting**

DRAFT