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

STATE OF IDAHO Department of Health and Welfare Contract

CONTRACT NO. BC031400 CONTRACTOR'S FEDERAL I.D. NO. 826000952BU

CONTRACT NAME: HEALTH DISTRICT III SOUTHWEST

CFDA NUMBER AND TITLE: 0.000

This Contract is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HEALTH DISTRICT III SOUTHWEST**, hereinafter referred to as the **CONTRACTOR**. This contract is anticipated to be effective as of **09/15/2019** and will expire on **09/14/2023**. As outlined in Paragraph II of the Contract Terms and Conditions, this Contract will not be effective until signed by all parties.

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

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

Administrative services and support of the Regional Behavioral Health Board.

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

General Terms and Conditions Scope of Work Performance Metrics Cost/Billing Procedure Reports

TOTAL CONTRACT AMOUNT: \$200,000.00

CONTRACT MONITOR: Mindy Oldenkamp

CONTRACT MANAGER: Rosie Andueza

General Terms and Conditions

- I. DEFINITIONS. As used in the Contract, the following terms shall have the meanings set forth below:
 - A <u>Contract</u> shall mean the Contract <u>Cover</u> Sheet, these General Terms and Conditions, and all Attachments identified on the Contract <u>Cover</u> Sheet. The Contract shall also include any negotiated and executed amendment to the Contract.
 - B. <u>Contract Manager</u> shall mean that person appointed by the Department to administer the Contract on behalf of the Department. "Contract Manager" includes, except as otherwise provided in the Contract, an authorized representative of the Contract Manager acting within the scope of his or her authority. The Department may change the designated Contract Manager from time to time by providing notice to the Contractor as provided in the Contract.
 - C. <u>Contractor</u> shall mean that individual, partnership, corporation, or other entity who executes the Contract or performs services under the Contract. The Contractor shall include any subcontractor retained by the Contractor as permitted under the terms of the Contract.
 - D. <u>Department</u> shall mean the State of Idaho, Department of Health and Welfare, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.
- II. <u>CONTRACT EFFECTIVENESS</u>. It is understood that this Contract or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Department until the Contract or Amendment has become effective. The Department will not pay for any services rendered prior to the effective date of the Contract or Amendment.
- III. <u>RENEWAL</u>. The Department reserves the right to extend this contract for additional periods, not anticipated to exceed a total of four (4) years, provided the Contractor has demonstrated satisfactory performance in the previous year. Any extension or amendment of this contract shall be in writing, signed by both parties.

IV. INDEPENDENT CONTRACTOR STATUS.

- A <u>Status</u> The Contractor's status under the Contract shall be that of an independent contractor and not that of an agent or employee of the Department. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.
- V. <u>SUBCONTRACTING</u>. Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by the Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract unless the Contractor

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

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

VII. RECORDS AND DATA.

- A. Records Maintenance The Contractor shall maintain all records and documents relevant to the Contract for three (3) years from the date of final payment to the Contractor. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall preserve and secure records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the Contract is terminated for convenience, for cause, or by bankruptcy all records and documents related to the Contract in the Contractor's possession shall at the election of the Department, be immediately delivered to the Contract Monitor or Department designee.
- B. Records Review All records and documents relevant to the Contract, shall be subject to inspection, review or audit, and copying by the Department and other personnel duly authorized by the Department, and by federal inspectors or auditors. The Contractor shall make all records relevant to this Contract available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Department.
- VIII. <u>CONFIDENTIALITY</u>. The Contractor shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Contractor with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Contractor. Pursuant to the Contract, the Contractor may collect, or the State may disclose to the Contractor,

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

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

IX. PUBLIC RECORDS.

- A. Open to Public Open to Public Pursuant to Idaho Code Section 74-101. et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming any exemption and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.
- B. <u>Failure to Designate</u> Failure to Designate The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Contractor' failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by and such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.
- X. <u>AUDIT EXCEPTIONS.</u> If a federal or state audit indicates that payments made to the Contractor for goods or services that do not comply with the terms of the Contract or applicable federal or state laws, rules or regulations, the Contractor shall refund any compensation paid to the Contractor arising from such noncompliance.
- XI. <u>COMPLIANCE WITH CERTAIN LAWS. LICENSING. AND CERTIFICATIONS</u>. The Contractor shall comply with ALL requirements of federal, state, and local laws and regulations applicable to the Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local

laws and rules, including but not limited to:

- A. Nondiscrimination The Contractor shall provide all services funded through or affected by the Contract without discrimination on the basis of race, color, national origin, religion, sex, age, and physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and, The Americans with Disabilities Act of 1990. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws.
- B. <u>HIPAA</u> The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.

C. Lobbying

- 1. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- 2. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying/" in accordance with its instructions, and submit a copy of such form to the Department.
- The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.
- 4. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject the Contractor to a civil penalty, under 31 U.S.C. Section 1352, of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement, and that the Contractor's execution of the Contract is a material representation of fact upon which the Department relied in entering the Contract.
- D. <u>Qualification</u> The Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);

- 2. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. Section 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.
- E. <u>Illegal Aliens</u> The Contractor warrants that the contract is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and or termination of its contract.
- F. <u>Single Audit Act</u> The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.
- G. Local Contribution To Funding If funding for the Contract is tied to a local contribution or match:
 (1) The Contractor certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds. (2) The Contractor further certifies that any costs incurred by the Contractor prior to the Contract will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

XII. CONFLICT OF INTEREST.

- A. <u>Public Official</u> No official or employee of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract.
- B. Contractor The Contractor and its agents shall have no present or future interest, direct or

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

XIII. REMEDIES.

- A Remedial Action If any of the Contractor's responsibilities do not conform to Contract requirements, the Department shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the Department; or (4) terminate the Contract.
- B. <u>Termination for Convenience</u> The Department may cancel the Contract at any time, without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination. The Contractor must obtain the approval of the Department to terminate the Contract for convenience.
- C. <u>Termination for Cause</u> Either party may terminate the Contract (and/or any order issued pursuant to the Contract) when either party has been provided written notice of default or noncompliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or noncompliance by the Department, the Contractor shall be responsible for any costs resulting from the Department's award of a new contract and any damages incurred by the Department. The Department, upon termination for default or noncompliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- D. <u>Effect of Termination</u> Upon termination by either party, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the Department any property provided by the Department pursuant to the Contract; and, (c) deliver or otherwise make available to the Department all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process.
- E. <u>Survival of Terms</u> Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of Sections IV (Independent Contractor Status), VII (Records and Data), X (Audit Exceptions), and XI (Compliance with Certain Laws, Licensing and Certifications).

XIV. MISCELLANEOUS.

- A. <u>Disposition of Property</u> At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.
- B. Governing Law The Contract shall be governed by and construed under the laws of the State of Idaho.

- C. <u>Officials Not Personally Liable</u> In no event shall any official, office, employee or agent of the State of Idaho or of the Department be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.
- D. <u>Time of Performance</u> Time is of the essence with respect to the obligations *to* be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.
- E. <u>Notices</u> Any notice given in connection with the Contract shall be given in writing and shall be delivered electronically or by hard copy to the other party.
 - 1. Notice to the Department shall be as designated by the Department.
 - 2. Notice to the Contractor shall be as designated by the Contractor.
- F. <u>Attorney Fees</u> In the event of a legal proceeding of any kind instituted under the Contract or instituted to obtain performance or to remedy a default under the Contract, the prevailing party shall be awarded reasonable fees and costs.
- G. Appropriation by Legislature Required The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho or the federal government if applicable, fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or rescinds or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor.
- H. Nonwaiver of Breach The failure of the Department to require strict performance of any term or condition of the Contract, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the Department.
- I. <u>Complete Statement of Terms</u> The Contract constitutes the entire agreement between the parties and shall supersede all previous proposals, negotiations, representations commitments, and all other communications between the parties. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the Department, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Department and the Contractor.
- J. <u>Priority of Contract Documents</u> The Contract consists of and precedence is established by the order of the documents as listed on the Contract Cover Sheet.
- K. <u>Severability</u> If any term or prov1s1on of the Contract is held by the court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the

rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

L. <u>Headings</u> The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.

IN WITNESS WHEREOF, the parties have executed this agreement.

Contract Number: BC031400

CONTRACTOR: STATE OF IDAHO: HEALTH DISTRICT III SOUTHWEST DeQartment of Health and Welfare Name of Organization Name of Organization Nikole Zogg Ross Edmunds, Division of Behavioral Health Name of Signature Authority (printed) Name of Signature Authority (printed) Director Division Administrator Title Signature 'i Date Mailing Address: Mailing Address: 13307 Miami Lane P.O. Box 83720 Caldwell Idaho 83607 Boise, ID 83720-0036 **Email Address** 208.455.5300 Telephone No. Telephone No.

Scope of Work

I. <u>General Requirements</u>

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

II. Regional Board Direct Support Services

- A. The Contractor shall be responsible for providing support for the mission, vision and work of the RBHB as defined under Idaho Statute 39-3132.
- B. The Contractor shall ensure that personnel provide services to the RBHB which include, but are not limited to the following duties:
 - Administrative support to the RBHB, the Executive Committee, sub-committees and workgroups;
 - Documenting and maintaining meeting minutes;
 - Supporting the RBHB in their development of community resources and services in all counties of region/district related to behavioral health services (substance use disorder, mental health and co-occurring disorders);
 - 4. Assisting with the development of a RBHB budget;
 - 5. Maintaining a RBHB website;
 - 6. Preparing reports as necessary;
 - 7. Providing support to grant writing efforts of RBHB; and
 - 8. Supporting the RBHB in its efforts to educate and train the region/district in all counties on the mission and vision of the RBHB.
 - 9. Providing personnel support as described under Idaho Statute Chapter 53 Title 67.

111. Regional Board Operational Services

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

- 2. Travel reimbursement for personnel supporting the RBHB;
- 3. Educational expenses for RBHB members and support staff;
- 4. Media, advertising and promotional activities;
- 5. Facilitation, consultation, and training; and
- Direct relief and support services as defined under Powers and Duties in Idaho Statute 39-3135.
- B. The Contractor shall provide access to legal support to the RBHB within the scope of their roles and responsibilities under Idaho Statute 39-3135 understanding that the RBHB functions as advisory to the Contractor.

IV. Other Support Services

A The Contractor shall:

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

V. Reports and Records

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

Performance Metrics

Regional Board Direct Services.

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

Required Level of Expectation:

100%

Method of Monitoring:

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

Strategy for Correcting Non-Compliance:

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

Regional Board Operational Services.

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

Required Level of Expectation:

100%

Method of Monitoring:

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

Strategy for Correcting Non-Compliance:

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

Other Support Services.

(SOW II. B. 9.) The Contractor shall provide personnel support as needed by the RBHB as it moves to develop those services as described under Idaho Statute Chapter 53 Title 67.

Required Level of Expectation:

100%

Method of Monitoring:

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

Strategy for Correcting Non-Compliance:

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

Cost/Billing Procedure

COST:

This is a FIRM FIXED FEE, DEFINITE QUANTITY contract.

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

Cost Matrix

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

BILLING PROCEDURE:

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

Invoices shall include the following:

- 1. Contractor's Name
- 2. Vendor Identification Number
- 3. Contract Number
- 4. Month services were provided
- 5. Invoice number
- 6. Date of Invoice
- 7. Total amount invoiced for the billing period

Invoices shall be submitted to:

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

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

Reports

Report Description:

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

Report Format:

. Word or Excel

Report Due Date:

Within thirty (30) calendar days after the month in which services were provided. Last month of each contract year, the report is due no later than August 31st.

Report Description:

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

Report Format:

Word or Excel

Report Due Date:

Within thirty (30) calendar days after the month in which services were provided. Last month of each contract year, the report is due no later than August 31st.