



STATE OF IDAHO
THE DEPARTMENT OF HEALTH AND WELFARE

REQUEST FOR PROPOSAL (RFP)

**Crisis Residential Placement
RFP2605 / IPRO RFP1382**

Issue Date 07/20/2026

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RFP ADMINISTRATIVE INFORMATION

RFP Title:	Crisis Residential Placement
RFP Project Description:	The Department of Health & Welfare (Department) Division of State Care Facilities (SCF), Developmental Disability (DD) Crisis Prevention and Court Services (CPCS) Team is seeking proposals for crisis residential placement services for the Department's DD individuals.
RFP Lead:	Cassandre DiBonaventura Supervisory Lead Grants/Contracts Officer Cassandre.DiBonaventura@dhw.idaho.gov
Submit Proposal to: Submit electronically via IPRO	Electronic Submission: IPRO LOGIN
Pre-Proposal Conference Registration Deadline:	Friday, July 24, 2026, 5:00 p.m. Mountain Time
Pre-Proposal Conference Date/Time: Pre-Proposal Conference Location:	Monday, July 27, 2026, 2:00 p.m. Mountain Time By Microsoft Teams only You must email the RFP Lead by the Pre-Proposal Registration Deadline to receive conference details. Late registrations will not be guaranteed to receive conferencing information. There will not be an in-person conference.
Deadline to Receive Questions:	Thursday, July 30, 2026, 11:59:59 p.m. Mountain Time
RFP Closing Date:	Wednesday, September 30, 2026, 5:00 p.m. Mountain Time
Proposal Opening Date:	Thursday, October 1, 2026, 11:00 a.m. Mountain Time Microsoft Team Meeting ID: 261 935 359 844 319 Passcode: iW9Be6Um
Initial Term of Contract and Renewals:	The initial term is anticipated to be one (1) year, 11/02/2026 to 11/01/2027. Upon mutual, written agreement, the Contract may be amended or extended. The total Contract term, including all extensions, is not anticipated to exceed five (5) years.

1 OVERVIEW

1.1 Purpose

The Department's DD CPCS Team is seeking proposals for crisis residential placement services for the Department's DD individuals. These services will be provided in the Department's Districts 6 or 7 (**Attachment 6 – District Map**). Occasionally the Department may transport placements from other areas of the state. The Contractor will be primarily responsible for serving participants originating in Districts 5-7.

1.2 Background Information

The Department coordinates crisis placement services for individuals with DD whose community placement has been jeopardized or lost. These services have historically been provided by agencies who can demonstrate that their agency meets the minimum qualifications of a Residential Habilitation Agency. These agency requirements can be found at IDAPA 16.04.21 at <https://proddfmmaina.blob.core.windows.net/dfm-admin-website/rules/current/16/160321.pdf>. Crisis placement services are typically provided in residential homes that meet the physical requirements established in this RFP including: 1) Environmental Sanitation Standards; 2) Fire and Life Safety Standards; 3) Home Construction and Physical Home Standards; and 4) Site Requirements.

The Idaho State Legislature recently added Adult Residential Care Facility rules, IDAPA 16.03.21. The successful Offeror will be required to seek and secure licensure under this rule set for the crisis house during the first nine (9) months of the Contract.

The nature of this service often involves the need for short-term residential placement that is immediately available, within forty-eight (48) hours, for individuals with DD. During 2025, all referrals to the existing crisis houses were individuals committed to the Department under Idaho Code (I.C.) 18-212, 66-406 and 20-519B. The average duration of these placements was seventy-five (75) days. There have been sufficient referrals to keep the existing five (5) homes (three [3] in the west hub and two [2] in the north hub) operating at capacity.

Medical services for referred individuals will be accessed by a separate provider contract or provider agreement on a case-by-case basis. The provision of medical services, except for medicine administration enumerated in the Scope of Work of this RFP (medicine administered by staff trained in medicine administration according to Home & Community-Based Services [HCBS] waiver guidelines) should not be considered a requirement of the Contract resulting from this RFP.

State and federal funding and/or policy changes may cause fluctuations in the Department's funding and/or the services needed.

2 QUESTIONS

2.1 Restrictions on Communications

From the issue date of this RFP, until a Contract is awarded, or the RFP is cancelled, vendors are prohibited from communications regarding this RFP with Department staff, evaluation committee members, or other associated individuals, except the Department's RFP Lead.

2.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the time indicated in the RFP Administrative Information Section, page 1 of this RFP. This will be your opportunity to ask questions of Department staff. All interested parties are invited to participate by an established call in number. To receive conference details, participants must register for the Pre-Proposal Conference **no later than Friday, July 24, 2026, 5:00 p.m. Mountain Time by submitting the completed Attachment 3 -- Pre-Proposal Conference Registration Form via e-mail to the RFP**

Lead at Cassandra.DiBonaventura@dhw.idaho.gov. Late registrations will not be guaranteed to receive conferencing information. Vendors are strongly encouraged to submit questions to the RFP Lead prior to the pre-proposal conference. Any oral answers given by the Department during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the vendor's own expense.

2.3 Questions and Vendor Proposed Modifications and Exceptions to Requirements, Terms, or Conditions

Questions must be submitted, by email, to the RFP Lead by the date and time indicated in the RFP Administrative Information Section, page 1 of this RFP in order to be considered. Vendors are strongly encouraged to submit any proposed questions, and or modifications to the requirements, terms, or conditions at this time. Written questions must be submitted using **Attachment 1 -- Offeror Questions** and requested modifications and or exceptions, must be submitted using **Attachment 2 -- Modification and Exception Form**. The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. Official answers to all written questions will be posted on the State's eProcurement system (IPRO) as an amendment to this RFP.

2.3.1 Proposed modifications and exceptions to requirements, terms or conditions must contain the following:

- a. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- b. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
- c. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

2.3.2 The State will not consider any modifications or exceptions that are not identified specifically on **Attachment 2** and that are submitted after the Question deadline.

2.3.3 **The State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Pursuant to IDAPA 38.05.01.084, the State may only negotiate non-material modifications or exceptions. Modifications or exceptions which the State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated.**

2.3.4 Except as otherwise provided in the Solicitation document, including the State of Idaho Standard Contract Terms and Conditions with Article 6 (updated July 2024) the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the Question deadline.

2.3.5 **Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.**

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

3.1 General Instructions

- 3.1.1 Proposals must be submitted as detailed in 3.1.6 below. Except as otherwise addressed in this Solicitation, all submission materials must be submitted at the same time. If multiple submissions are received, only the latest timely submission will be considered.
- 3.1.2 Alternate proposals are not allowed.
- 3.1.3 All files must be in Microsoft Word, Excel or searchable PDF format. The only exceptions are **Attachment 1 – Offeror Questions** and **Attachment 2 -- Modification and Exception Form** which must be submitted in Word format. The electronic version must NOT be password protected or locked in any way.
- 3.1.4 All Offerors participating in this Solicitation must establish an account in the IPRO system as it is necessary in order to submit your response and award the resulting Contract(s). Establishing an account is free and only takes a few minutes.
- 3.1.5 Vendors are strongly encouraged to begin the process of submitting the response far enough in advance of the Closing Date to allow for resolution of technical difficulties. Be advised that the State is not responsible for a Vendor's failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.
- 3.1.6 Both the Technical Proposal and the Appendix A - Cost Proposal and Billing Procedure **must be submitted electronically through IPRO. Failure to input this data in IPRO will result in the Proposal being found non-responsive.** Download the Excel spreadsheet titled "Appendix A – Cost Proposal and Billing Procedure" found in the Question Section of IPRO. Complete the spreadsheet, upload it back into IPRO in an Excel spreadsheet format. Upload your Technical Proposal into the appropriate Question Section in IPRO.
- 3.1.7 The current version of the **Solicitation Instructions to Vendors** is incorporated by reference into this Solicitation, and attached or referenced in any resulting Contract, as if set forth in their entirety. This document can be downloaded at <https://purchasing.idaho.gov/vendor-resources/>; or copies obtained by contacting the Division of Purchasing at 208-327-7465 or purchasing@adm.idaho.gov. Failure by any Offeror to obtain a copy of this document or the **State of Idaho Contract Terms and Conditions with Article 6 - Appendix C** shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Department for an Offeror's failure to consider the State of Idaho Standard Contract Terms and Conditions with Article 6 and Solicitation Instructions to Vendors in preparing its response to the solicitation.

SPECIAL TERMS PRECEDENCE: The State of Idaho Contract Terms and Conditions with Article 6 have been adapted for use by the Department of Health and Welfare and are included with this Solicitation as **Appendix C**.

3.2 Trade Secrets

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

- 3.2.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."
- 3.2.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the materials be treated as exempt from disclosure and how material complies with the Public Records Law.
- 3.2.3 If your Technical Proposal contains trade secret information, you must also upload a redacted copy with all trade secret information removed or blacked out. The redacted copy must be uploaded into IPRO into the appropriate Question Section in IPRO with the word "redacted" in the file name.

3.3 Electronic Submission of Proposals

- 3.3.1 Proposals must be submitted through IPRO, at <https://sms-idaho-prd.tam.infor.gov.com/fsm/SupplyManagementSupplier/page/XiSupplyManagementSupplierPage?csk.SupplierGroup=LUMA>. When submitting through IPRO, upload your Technical Proposal and Appendix A - Cost Proposal and Billing Procedure, and all other required submittal items in the appropriate Question Sections. Remember to submit an additional redacted version of the TECHNICAL PROPOSAL if you have identified trade secrets.
- 3.3.2 The Technical Proposal and Appendix A - Cost Proposal and Billing Procedure must be separate files submitted at the same time.
- 3.3.3 Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response.

4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

4.1 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each Section, including page numbers of major subsections.

4.2 Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal Sections and subsections must be identified with the corresponding numbers and headings used in this RFP. Respond to RFP Sections marked with an evaluation code. In your response, restate the RFP Section and follow with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP Section from the Offeror's response.

4.3 Evaluation Codes

(M) Mandatory Response - failure to respond to any (M) Section, or to comply with any mandatory specification or requirement, will render Offeror's Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Response - failure to respond to any (ME) Section, or to comply with any mandatory specification or requirement in an (ME) Section, will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

(E) Evaluated Response - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the Section. If Offeror responds, points will be awarded based on predetermined criteria.

Note: Offerors are directed to IDAPA 38.05.01.074.02.a, which allow the designated State official to waive minor informalities. The State also reserves the right to seek clarification on any M, ME or E requirement.

5 PROPOSAL REVIEW, EVALUATION, AND AWARD

5.1 Overview

The objective of the State in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

5.1.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

5.1.2 Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements Met	Pass/Fail
Business Information (Section 7)	100 points
Organization and Staffing (Section 8)	160 points
Scope of Work (Section 9)	340 points

Cost Proposal:

Cost Proposal and Billing Procedure (Appendix A)	<u>400 points</u>
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Total Points

1000 points

5.2 Technical Proposal

5.2.1 The Technical Proposal will be reviewed first on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by the Department, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2 The Technical Proposal will be reviewed, evaluated, and scored by one (1) or more Technical Proposal Evaluation Committee(s).

5.2.3 The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest overall total technical score will receive a score of six hundred (600) points. Other Technical Proposals will be assigned a portion of the maximum score using the formula:

$$600 \quad X \quad \frac{\text{raw score of Technical Proposal being evaluated}}{\text{highest raw technical score}}$$

5.3 Oral Presentations/Demonstrations

5.3.1 Oral demonstrations will not be conducted for this RFP.

5.3.2 The scores for the Oral Presentations/Demonstrations will be normalized as follows: The Oral Presentation/Demonstration with the highest raw score will receive all available Oral Presentation/Demonstration Points: Two hundred (200) points. Other Offerors will be assigned a portion of the maximum available Oral Presentation/Demonstration Points, using the formula:

$$200 \quad X \quad \frac{\text{raw score of Oral Presentation/Demonstration being evaluated}}{\text{highest raw Oral Presentation/Demonstration score}}$$

5.4 Appendix A - Cost Proposal and Billing Procedure

5.4.1 The Appendix A - Cost Proposal and Billing Procedure will be reviewed first to determine if it meets the mandatory requirements of the RFP. All Proposals which are determined by the Department, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.4.2 The Appendix A - Cost Proposal and Billing Procedure will only be evaluated for Offerors who receive the top three (3) technical scores.

5.4.3 The scores for the Appendix A - Cost Proposal and Billing Procedure will be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Appendix A. The Proposal with the lowest Total Contract Amount For Year One (1) will receive a score of four hundred (400). Other Proposals will be assigned a portion of the maximum score using the formula:

$$400 \quad X \quad \frac{\text{lowest Cost Proposal and Billing Procedure}}{\text{Cost Proposal and Billing Procedure being evaluated}}$$

5.5 Responsibility

Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in the State's sole discretion, conduct a review to determine if the apparent high point Offeror is responsible. As part of the responsibility review, the RFP Lead may:

5.5.1 Require the apparent high point Offeror to provide credit or financial reports to the satisfaction of the Department.

5.5.2 Require the apparent high point Offeror to provide a reference list and contact the Offeror's references, which may include sending references a reference questionnaire.

5.5.3 Conduct other responsibility reviews at the discretion of the RFP Lead.

Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent the State from using other means to determine Offeror's responsibility.

5.6 Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

6 MANDATORY SUBMISSION REQUIREMENTS

A complete response begins with the mandatory items identified in this list and the following Sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

- ☐ (M) State Signature Page: Upload a completed, signed, **Attachment 4 -- State Signature Page** in the appropriate Question Section of IPRO.
- ☐ (M) Cover Form: Upload a completed, signed, **Attachment 5, Cover Form** in the appropriate Question Section of IPRO
- ☐ (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52. Upload a completed, signed, **Acknowledgement of Amendments** form in the appropriate Question Section of IPRO.
- ☐ Section 7: Provide a response to all (E) (M) and (ME) Sections, and any other required submittal items.
- ☐ Section 8: Provide a response to all (E) (M) and (ME) Sections, and any other required submittal items.
- ☐ Section 9: Provide a response to all (E) (M) and (ME) Sections, and any other required submittal items.
- ☐ (ME) Appendix A - Cost Proposal and Billing Procedure: Offerors are required to upload their **Appendix A – Cost Proposal and Billing Procedure** in the Question Section in IPRO in an Excel spreadsheet format.
- ☐ Technical Proposal: Offerors are required to upload their **Technical Proposal** in the Question Section in IPRO.
- ☐ Trade Secret Redactions: If applicable, the Offeror must upload a redacted copy of Technical Proposal and list of Trade Secret redactions, as detailed in Section 3.2.2.
- ☐ Insurance: Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are strongly encouraged to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a Contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract. **DO NOT SUBMIT WITH PROPOSAL.**

7 Business Information

7.1 (ME) Business Profile

Provide a profile of your business including Offeror's business history, description of current service area, and customer base. Provide your organizational chart, including detail of any relationships with parent and subsidiary organizations.

7.2 (E) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. The Offeror must:

7.2.1 Provide specific data demonstrating previous success in providing care to individuals with DD, including those experiencing mental health, social, medical, and/or other difficulties.

7.3 Faith-based Organization

If you are a faith-based organization describe how you will:

7.3.1 Segregate Contract funds in a separate account if federal funds;

7.3.2 Serve all participants without regard to religion, religious belief, refusal to hold a religious belief, or refusal to actively participate in a religious practice;

7.3.3 Ensure that State-referred clients' participation in religious activities, including worship, scripture study, prayer or proselytization, is only on a voluntary basis;

7.3.4 Notify participants of the religious nature of the organization, their right to be served without religious discrimination, their right not to take part in inherently religious activities, their right to request an alternative provider and the process for doing so;

7.3.5 Ensure that Contract funds are not expended on inherently religious activities; and

7.3.6 Comply with applicable terms of 42 CFR Parts 54 and 54a, and 45 CFR 260 and 1050.

8 Organization and Staffing

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

8.1 (E) Staff Supervisor

Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.

Identify the person who will be the dedicated Staff Supervisor if Offeror is awarded the Contract. Provide a description of the proposed Staff Supervisor's experience and qualifications. You may submit a resume in response to this section that fully demonstrates the required experience. The Staff Supervisor must:

8.1.1 Have a minimum of two (2) years' full-time, supervised work experience providing direct services to adults with DD.

8.1.2 Have at least one (1) year of experience working with adults with DD implementing programs for maladaptive behaviors that include physical aggression and/or property destruction.

- 8.1.3 Experience or training in: supervision, dual diagnosis, positive psychology, applied behavior analysis, crisis de-escalation, trauma informed care, and common medical diagnosis associated with intellectual and developmental disability (IDD).

8.2 (E) Key Personnel and Qualifications

Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.

Provide a list of direct care staff to be used in the fulfillment of the Contract (in addition to the Staff Supervisor). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. Direct care staff providing supervision and support to participants must meet the mandatory requirements below. The Offeror must demonstrate the requirements have been met in the applicable staff resumes, by having the requirements as part of the job qualifications for future hires, and by having a plan for any staff not currently meeting the requirements to meet them prior to providing any direct care under the Contract resulting from this RFP. Proof of current and future staff meeting these requirements may be requested by the Department at any time during the course of the Contract:

- 8.2.1 Staff must have at least three (3) months' experience working with adults with DD implementing programs for maladaptive behaviors that include physical aggression and/or property destruction.
- 8.2.2 Describe how you will ensure direct care staff are trained to meet needs of the DD/ID population commonly placed in crisis houses – include topics to train, frequency, hours for each topic, and any staff certifications.
- 8.2.3 Describe how emergency or crisis situations will be handled by staff and how supervisors will support staff in resolving issues, including methods of response, response time frames, and pertinent training and certifications. If additional staff response is part of the plan, include response times.

8.3 Subcontractors

If the Offeror utilizes any entity other than the entity submitting the Proposal to provide any of the services required by this RFP, the relationship between the two (2) entities is considered that of a contractor-subcontractor for the purpose of this Section, regardless of whether a relationship is based on an actual written Contract between the two (2).

- 8.3.1 If you intend to utilize subcontractors, describe the extent to which subcontractors will be used to comply with Contract requirements.
- 8.3.2 Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract (including requisite qualifications/experience).
- 8.3.3 If applicable, provide resumes for those subcontractors who will be managing and or directly providing services under the Contract.
- 8.3.4 Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all requirements.
- 8.3.5 Offerors must disclose the location of the subcontractor's business office and the location(s) of where the actual work will be performed.
- 8.3.6 If you do not intend to utilize subcontractors, provide a statement to that effect.

Note: The information provided for subcontractors, if any, will be evaluated as part of the Key Personnel and Qualifications section 8.2 above.

9 SCOPE OF WORK (SOW)

All Sections of the SOW are required Contract services. Use this Proposal outline as part of your response to the RFP by restating each Section number and then providing your response. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below. Describe how you will meet each requirement marked (ME) Mandatory Evaluated and (E) Evaluated by describing, in detail, your organization's qualification and experience (rather than simply restating the question or confirming compliance without additional supporting information); as well as how your organization plans to meet SOW requirements detailed in this RFP. The Proposal should address methodologies, pertinent timelines, personnel, activities, and other pertinent information in order to implement the SOW successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the Department in order to perform any of the work. By providing a response to this Solicitation, you affirm you agree to and will comply with the following requirements.

I. General Requirements

- A. The Contractor must provide professional and timely emergency residential placement services to the Division of State Care Facilities (Department), Developmental Disability (DD) Crisis Prevention and Court Services (CPCS) Team in compliance with all relevant federal, state, county, city and Department laws, rules, and policies relevant to the services. The Contractor must:
 - 1. Maintain certification and be in compliance with all applicable IDAPA 16.03.21 Rules Governing Standards for Residential Habilitation Agencies.
 - 2. Pursue licensure under IDAPA 16.03.21 Adult Residential Care Facility. Successful licensure will be required within nine (9) months of the Contract effective date.
 - 3. Comply with applicable Homeowner Association or equivalent covenants or rules applicable to the property.
 - 4. Ensure all service provisions are delivered by persons who meet provider qualifications outlined in IDAPA 16.03.21 and provide evidence of licensure, certification, and any other applicable provider qualifications to the Department on request.
 - 5. Maintain compliance with the Department's philosophy of least restrictive intervention.
 - 6. Deliver services in accordance with a written Crisis Plan or Safety Plan developed through a coordinated effort by the Department and the Contractor.
 - 7. Report to the Department immediately any critical incidents or any incident that has reasonable potential to negatively affect participant safety. The Department will provide contact information to the Contractor.
 - 8. Report to the Department and Child/Adult Protection Authority any allegations or disclosure of abuse or neglect within twenty-four (24) hours. The Department will provide contact information to the Contractor.
 - 9. Obtain a signed consent for release of information from the participant or their guardian in order to request any records deemed necessary.
- B. The Contractor is responsible for disease prevention and maintenance of sanitary conditions in the home. Emergency placement services must be provided in a home that meets the following requirements:

1. Water Supply: The water supply for the home must be adequate, safe, and sanitary.
 - a. The home must use a public or municipal water supply or a Department-approved private water supply.
 - b. If water is from a private supply, water samples must be submitted to a private accredited laboratory or the Idaho Bureau of Laboratories for bacteriological examination at least annually or more frequently if deemed necessary by the Department. Copies of the laboratory reports must be kept on file at the home.
 - c. There must be enough water pressure to meet sanitary requirements at all times.
2. Sewage Disposal: The sewage disposal system must be in good working order. All sewage and liquid wastes must be discharged, collected, treated, and disposed of in a manner approved by the Department.
3. Nonmunicipal Sewage Disposal: For homes with nonmunicipal sewage disposal, at the time of the initial certification and at least every five (5) years thereafter, the home must provide proof that the septic tank has been pumped or that pumping was not necessary. In addition, at the time of initial certification:
 - a. The home must obtain a written statement from the local health district indicating that the sewage disposal system meets local requirements. The written statement must be kept on file at the home; or
 - b. If the local health district does not issue these written statements, the home must obtain a written statement to that effect from the health district. The written statement must be kept on file at the home.
4. Garbage and Refuse Disposal: The Contractor must provide:
 - a. Garbage containers outside of the home used for storage of garbage and refuse must be constructed of durable, non-absorbent materials and must not leak or absorb liquids. Containers must be provided with tight-fitting lids.
 - b. Garbage containers must be maintained in good repair. Sufficient containers must be available to hold all garbage and refuse which accumulates between periods of removal from the premises. Storage areas must be kept clean and sanitary.
5. Insect and Rodent Control: The home must be maintained free from infestations of insects, rodents, and other pests. Chemicals (pesticides) used in the control program must be selected, stored, and used safely.
 - a. The chemical must be selected on the basis of the pest involved and used only in the manner prescribed by the manufacturer; and
 - b. The home must take the necessary precautions to protect participants from obtaining toxic chemicals.
6. Yard: The yard surrounding the home must be safe and maintained. The backyard must also be fenced.
7. Linen-Laundry Facilities and Services: A clean washing machine and dryer must be provided for the proper and sanitary washing, including detergent and other necessary supplies, of linen and other washable goods.
8. Housekeeping and Maintenance: Sufficient housekeeping and maintenance must be provided to maintain the interior and exterior of the home in a clean, safe, and orderly manner.
 - a. Sleeping rooms must be thoroughly cleaned; including the bed, bedding, and furnishings before occupied by a new participant; and
 - b. Deodorizers must not be used to cover odors caused by poor housekeeping or unsanitary conditions.

9. Fire and Life Safety: Emergency placement homes must meet all applicable requirements of local and state codes concerning fire and life safety. Emergency placement services must be provided in a home that meets the following fire and life safety requirements:
- a. The home must be structurally sound and equipped and maintained to ensure the safety of participants.
 - b. When natural or man-made hazards are present, suitable fences, guards, and railings must be provided to protect the participants according to their need for supervision as documented in their plan of service.
 - c. The premises of the emergency placement home must be kept free from the accumulation of weeds, trash, and rubbish.
 - d. Smoke detectors must be installed in sleeping rooms, hallways, on each level of the home, and as recommended by the local fire district.
 - e. Any locks installed on exit doors must be easily opened from the inside without the use of keys or any special knowledge.
 - f. Portable heating devices of any kind are prohibited.
 - g. Homes that use fuel-fired stoves must provide adequate railings or other approved protection designed to prevent participants from coming into contact with the stove surfaces.
 - h. Each participant's sleeping room must have a window that can be easily opened from the inside. The windowsill height must not be more than forty-four (44) inches from above the finished floor. Window openings must be at least twenty-two (22) inches in width and height.
 - i. Flammable or highly combustible materials must not be stored in the home.
 - j. Boilers, hot water heaters, and unfired pressure vessels must be equipped with automatic pressure relief valves.
 - k. Portable fire extinguishers must be mounted throughout the home according to the configuration of the home. Location of fire extinguishers is subject to Department approval. All extinguishers must be at least five (5) pound multipurpose ABC type.
 - l. Electrical installations and equipment must comply with the applicable local and state electrical codes.
 - m. Solid fuel heating devices must be approved by the local building/heating/venting/air conditioning board. Openings in all solid fuel heating devices must have a door constructed of heat-tempered glass or other approved material.
 - n. Exits must be free from obstruction.
 - o. Doorways in the path of travel to an exit and all exit doorways must be at least twenty-eight (28) inches wide.
 - p. The door into each bathroom must unlock from the outside in case of an emergency.
 - q. Smoking is a fire hazard. The home may choose to allow or not allow smoking. If the home chooses to allow smoking, it must reduce the risk of fire by prohibiting:
 - i. Smoking in any area where flammable liquids, gases, or oxidizers are in use or stored;
 - ii. Participants from smoking in bed; and
 - iii. Unsupervised smoking by participants unless unsupervised smoking is allowed in the plan of service.
 - r. Emergency Preparedness: Each emergency placement home must develop and implement a plan for emergencies including evacuation of the home. The emergency plan must be reviewed with participants upon admission and at least every three (3) months thereafter. This review must be documented in each participant's individual file.
 - s. Fire Drills: Homes must conduct and document fire drills at least quarterly. Participants who are physically unable to exit unassisted are exempt from physical participation in the drill if the provider has an effective evacuation plan for such participants and discusses the plan with the participant at the time of the drill.

- t. Report of Fire: Any participant injuries sustained in a fire must be reported to the Department within seventy-two (72) hours from the time of occurrence. A separate report on each fire incident occurring within the home must be submitted to the Department within thirty (30) calendar days of the occurrence. The report must include date of incident, origin, extent of damage, how the fire was extinguished, and injuries, if any.
10. Maintenance of Equipment: The Contractor must ensure all home equipment is properly maintained, including but not limited to:
- a. The smoke detectors must be tested at least monthly, and a written record of the test results maintained on file.
 - b. Portable fire extinguishers must be serviced annually by an outside servicing agency. Fire extinguishers purchased in the last twelve (12) months are exempt from annual service if the home has a dated receipt on file. All portable fire extinguishers must be examined at least quarterly to determine if maintenance is needed.
 - c. Fuel-fired heating systems must be inspected, serviced, and approved at least annually by person(s) in the business of servicing these systems. The inspection records must be maintained on file in the home.
11. Emergency placement service must be provided in a home where home construction and physical home standards meet the following requirements:
- a. Any residence used as emergency placement home must be suitable for that use. Emergency placement homes must only be located in buildings intended for residential use.
 - b. Remodeling or additions to homes must be consistent with residential use of the property and must conform to local building standards including obtaining building permits as required by the local jurisdiction. Remodeling that is not consistent with the general practice of the neighborhood is not permitted. Examples of remodeling that is not permitted may include converting garages to bedrooms or constructing large buildings which overwhelm the lot.
 - c. All homes are subject to Department approval.
 - d. Walls and floors must withstand frequent cleaning. Walls in sleeping rooms must extend from floor to ceiling.
12. Telephone: Each emergency placement home must:
- a. Contain a landline telephone in the home that is accessible to all participants.
 - b. Have adequate privacy while using the telephone.
 - c. Be immediately available in case of an emergency.
 - d. Post emergency numbers near the telephone.
13. Toilet Facilities and Bathrooms: Each emergency placement home must:
- a. Contain at least one (1) flush toilet, one (1) tub or shower, and one (1) lavatory with a mirror;
 - b. Be separated from all rooms by solid walls or partitions;
 - c. Have either a window that is easily opened or forced ventilation to the outside;
 - d. Be connected to hot and cold running water; and
 - e. Not require a participant to pass through another sleeping room to reach the toilet or bath.
14. Accessibility for Residents with Physical and Sensory Impairments: Homes choosing to provide services to participants who have difficulty with mobility or who have sensory impairments must ensure the physical environment meets the needs of the participant and maximizes independent mobility and use of appliances, bathroom facilities, and living

- areas. The home must provide necessary accommodations as described below according to the individual participant's needs:
- a. A ramp that complies with the Americans with Disabilities Act Accessibility Guideline (ADAAG) 4.8.
 - b. Bathrooms and doorways are large enough to allow easy passage of a wheelchair and that comply with the ADAAG 4.13.
 - c. Toilet facilities that comply with the ADAAG 4.16 and 4.23.
 - d. Sinks that comply with the ADAAG 4.24.
 - e. Grab bars in participant toilet facilities and bathrooms that comply with the ADAAG 4.26.
 - f. Bathtubs and shower stalls that comply with the ADAAG 4.20 and 4.21.
 - g. Non-retractable faucet handles that comply with the ADAAG 4.19 and 4.27. Self-closing valves are not allowed.
 - h. Suitable handrails on both sides of all stairways leading into and out of the home that comply with the ADAAG 4.9.4.
15. Storage Areas: Adequate storage must be provided in addition to the required storage in participant sleeping rooms.
16. Lighting: Adequate lighting must be provided in all participants' sleeping rooms and any other rooms accessed by the participant.
17. Ventilation: The home must be well ventilated, and the provider must take precautions to prevent offensive odors.
18. Heating: The temperature in the emergency placement home must be maintained at seventy degrees Fahrenheit (70°F) or more during waking hours when participants are at home and sixty-five degrees Fahrenheit (65°F) or more during sleeping hours or as defined in the plan of service. Wood stoves must not be the primary source of heat and the thermostat for the primary source of heat must be remotely located away from the wood stove.
19. Plumbing: All plumbing in the home must comply with local and state codes. All plumbing fixtures must be easily cleanable and maintained in good repair.
20. Resident Sleeping Rooms: The participant's sleeping room must not be in an attic, stairway, hall, or any room commonly used for other than bedroom purposes. The participant's sleeping room may be in a basement only if the following conditions are met:
- a. The window must not open into a window well that cannot be exited. All other fire and life safety requirements for windows must be met;
 - b. The basement must have floors, ceilings, and walls which are finished to the same degree as the rest of the home. The sleeping room must meet all other requirements of these rules;
 - c. The participant must be assessed through the plan of service to be capable of evacuating from the basement without assistance in an emergency;
 - d. Walls must run from floor to ceiling and doors must be solid;
 - e. The participant must not occupy the same sleeping room as the provider.
 - f. The participant must not occupy the same sleeping room as the provider's family unless the participant is also a family member.
 - g. Ceiling heights in sleeping rooms must be at least seven feet six inches (7'6");
 - h. Sleeping rooms must have closets equipped with doors. Closet space shared by two (2) participants must have a substantial divider separating each participant's space. Free-standing closets must be deducted from the square footage in the sleeping room; and

- i. Sleeping rooms must have at least one hundred (100) square feet of floor space in a one (1) person sleeping room and at least one hundred sixty (160) square feet of floor space in a two (2) person sleeping room. Participants of different genders must not share a room.
21. Manufactured Homes and Modular Buildings: Idaho Division of Building Safety (IBDS) approved modular buildings, or U.S. Department of Housing and Urban Development (HUD) approved buildings may be approved for use as an emergency placement home when the home meets the following requirements:
- a. The manufactured or modular home meets the requirements of HUD or IBDS requirements in accordance with state and federal regulations as of the date of manufacture.
 - b. The home meets the adopted standards and requirements of the local jurisdiction in which the home is located.
 - c. Recreational vehicles, commercial coaches, unregulated or unapproved modifications or additions to approved manufactured housing or modular buildings; and manufactured housing constructed prior to June 15, 1976, are prohibited for use as an emergency placement home without Department assessment and approval.
 - d. A manufactured home approved for use as an emergency placement home before July 1, 2001, may continue to be certified when evaluated on a case-by-case basis.
 - e. The emergency placement home must comply with the following site requirements:
 - i. The home must be in a lawfully constituted fire district;
 - ii. The home must be served by an all-weather road kept open to motor vehicles at all times of the year;
 - iii. The home must be accessible to emergency medical services within thirty (30) minutes driving time; and
 - iv. The home must be accessible within thirty (30) minutes driving time to necessary social, medical, and rehabilitation services.

II. (E) Short term Emergency DD Residential Placement Services

Describe your experience providing the services as described in this section:

- A. The Contractor must:
 - 1. Ensure services are in a community residential home (facility) that meets all the physical home requirements outlined in the General Requirements section of the Scope of Work.
 - 2. Ensure services are provided to individuals with a DD upon referral from the Department.
 - 3. Ensure residential placement services meet the needs of individuals with a DD.
 - 4. Provide sufficient staffing and supervision to ensure a safe and effective placement.
 - 5. Collaboratively work with the Department to ensure the needs of the participant are met.
 - 6. Ensure staff assigned to work with the participants have general and participant specific training sufficient to meet the needs of the participant. All staff must at a minimum receive twelve (12) hours annual training in: dual diagnosis, positive psych, applied behavior analysis, crisis de-escalation, trauma informed care, and common medical diagnosis associated IDD from a third-party entity that offers a certificate of completion. This training may be completed after staff start working in the crisis house and must be completed at a rate of at least one (1) hour of training per month.

7. Ensure no minors, other vulnerable adults, or other participants receive services in the emergency placement home, unless otherwise determined by Department staff. All participants of the crisis beds will be referrals from the Department.
 8. Ensure the ability to provide a two-to-one (2:1) staff to participant ratio as needed based on participant need and safety plan requirements.
 9. Ensure placement and sufficient staff are available within twenty-four (24) hours of notification from the Department.
 10. Provide food and lodging as part of the emergency placement.
 11. Provide basic hygiene supplies to clients upon admission when the client lacks such supplies. Basic supplies include but are not limited to a comb/brush, soap, deodorant, toothbrush, toothpaste, shampoo, and conditioner.
 12. Provide for the observance of cultural and religious practices and beliefs as safety permits, including house decorations and other appropriate activities.
 13. Provide for regular weekly recreational outings (unless clinically contraindicated and documented on the Crisis Plan). Outings may include other participants but must be to the liking of the participant(s) involved.
- B. The Contractor must provide transportation services per the requirements below. The Contractor must:
1. Take responsibility for the transportation of clients placed with the Contractor. This responsibility includes, but is not limited to, transporting the individual to medical, dental, counseling, family therapy, family visitation, and education appointments both scheduled or unexpected.
 2. Provide for the initial transportation of the participant to the facility and the return transport to the participant's community placement location when the location is within the Contractor's service area. For areas outside the designated service area, the Department will arrange for the initial transportation to the emergency placement and return transportation.
- C. The Contractor must meet the requirements below for Participant Rights and Treatment. The Contractor must:
1. Protect and promote the rights of all participants as outlined in Idaho code 66-412 <https://legislature.idaho.gov/statutesrules/idstat/Title66/T66CH4/SECT66-412/>.
 2. Inform each participant of their rights as outlined in Idaho code 66-412. Post participant rights in a common area within the house.
 3. Inventory, with the participant, all personal property of the participant upon placement. A copy of the inventory listing must be provided to the Department within three (3) business days of placement of the participant. This inventory listing must be maintained by the Contractor until participant discharge. The Contractor is responsible for ensuring all personal property of the participant is in the participant's possession upon exit.
- D. The Contractor must meet the requirements below for Residential Placement and Entrance Procedures. The Contractor must:
1. Be responsible for verifying participant referrals have received prior approval from a Department Program Manager or designee before accepting placement. A written referral

signed and dated by the Department Program Manager or designee will serve as verification of the referral.

2. Participate in a pre-placement staffing meeting with the Department to discuss a referral to the Contractor's facility. In cases where an emergency placement is needed by the Department, the Department-assigned social worker/clinician and the Contractor may negotiate timeframes for submission of any referral documents not immediately available.
 3. Consider all referrals made by the Department for short-term residential placement services and respond with a decision within twenty-four (24) hours of referral regarding the Contractor's ability to provide an emergency placement. If the referral is accepted by the Contractor, the participant must arrive at the placement within twenty-four (24) hours following the decision to accept.
 - a. The Department will provide pertinent participant records to the Contractor in advance of placement as records are available.
 4. If placement is denied, provide documentation to the referring Department-assigned social worker/clinician of the reason for denying placement. The Department Clinical Supervisor or Program Manager may request the participant's referral be reconsidered if the participant referred by the Department is denied placement by the Contractor for reasons other than full occupancy.
- E. The Contractor must provide Crisis Planning per the requirements below. The Contractor must:
1. With the Department, jointly develop a Crisis Plan that must be implemented by the Contractor during the short-term placement. The Crisis Plan must be consented to by the individual or legal guardian if they have one. The plan must include:
 - a. Pro-active and preventative interventions;
 - b. Individualized reinforcements and reinforcement programming as developed jointly with Department staff. The Contractor must be responsible for purchase of identified reinforcements; and
 - c. Data collection on target behaviors for reduction and skill building. Data must be reported to the assigned clinician as determined in the Crisis Plan.
 2. Collaborate with the Department with emphasis on issue resolution, building on the strengths of each participant and his/her family members so out-of-home care is as short and as helpful as possible. The collaborative effort should include strategies which must support the participant's stabilization.
 - a. The Department-assigned social worker/clinician will schedule an on-site visit within five (5) business days after placement. The social worker/clinician will schedule monthly case staffings, or more frequently as needed, based on mutual agreement between the Department and the Contractor. The case staffing must include representatives of the Contractor, the Department, and unless deemed inappropriate by the Department, available family members. The staffing may be conducted by telephone or in person.
 3. Consult and cooperate with the Department regarding Exit Planning. Exit Planning must begin at the time of placement and will be addressed throughout the Crisis Plan. The Department will be responsible for Exit Planning.
 - a. The Department may discontinue the emergency placement at any time with twenty-four (24) hours written notice to the Contractor.
 - b. Placement of an individual by the Department with a Contractor for emergency services does not obligate the Department to seek long term placement with the Contractor.

- c. The Contractor must provide a written progress report, according to the schedule in the Reports section, regarding the participants and the services provided during their stay with the Contractor.
 - d. The Contractor must provide five (5) business days' written notice to the Department if the Contractor decides to discontinue placement.
 - 4. Provide residential habilitation, personal assistance with activities of daily living, support and supervision at the level needed by the participants to maintain them safely in the placement. The Contractor must also follow the Crisis Plan developed between the Department and the Contractor.
- F. The Contractor must provide notifications according to the requirements below. The Contractor must:
- 1. Immediately notify local law enforcement where the facility is located and, during business hours, notify the participant's Department-assigned social worker/clinician or that person's supervisor or make after hours notification by calling 1-844-786-7998, in the event of the following:
 - a. Death of a participant; or
 - b. Crimes or involvement of law enforcement due to actions committed by the participants, including serious destruction of property, physical assault resulting in injury, or sexual incident perpetrated against another.
 - 2. Immediately notify the Department-assigned clinician or that person's supervisor or make after hours notification by calling 1-844-786-7998, in the event of the following:
 - a. Life threatening critical incidents;
 - b. Significant medical difficulties whether or not they require hospitalization or treatment at an emergency room or clinic; or
 - c. Elopement of the individual.
 - 3. Immediately report allegation of misconduct by staff to local law enforcement, the participant's Department-assigned social worker/clinician from the referring district, and the Adult Protection intake unit in the district where the facility is located.
 - 4. Provide a written Critical Incident Report to the referring Department-assigned social worker/clinician within twenty-four (24) hours of all events. Any Critical Incident Reports documenting use of physical and/or chemical restraint techniques must be provided to the Department within two (2) calendar days.

III. (E) Quality Assurance Plan

Provide a Quality Assurance Plan example in response to this section.

- A. The Contractor must maintain a Quality Assurance Plan that documents the processes to be used in ensuring the quality of services provided in each of the tasks contained in the Scope of Work. In addition, the Quality Assurance Plan must include processes to meet the requirements below.
 - 1. Train and orient employees who deliver the services under the Contract on the expectations, requirements, and conditions of the Contract and the quality assurance program.
 - 2. Address and promote the Department's focus and commitment to quality customer service to the Contractor's internal staff and to their external partners and subcontractors.
- B. The final Quality Assurance Plan must be negotiated and finalized to the satisfaction of the Department within thirty (30) calendar days after the Contract effective date.

IV. Transition Plan

A. The Contractor must provide:

1. A plan to facilitate a smooth transition of the contracted functions from the Contractor either back to the Department or to another Contractor designated by the Department. The Transition Plan will be utilized in the event the Contract is terminated or at the natural expiration of the Contract.
 - a. The Contractor must deliver a final version of the Transition Plan to the Department for review and approval, within ninety (90) calendar days of the Contract effective date. The Contractor and the Department will review the plan at least ninety (90) calendar days prior to Contract expiration to determine if any updates are needed.
 - b. The plan must allow for the transition to be completed within one (1) month.
 - c. The Contractor must transfer all records and data pertaining to the Contract to the Department or to a new Contractor. This includes all adjunct copies, paper, or electronic files of data, of any related instruments, and accompanying identification documentation.

V. Additional Phases/Work Assignments

The Department may request that the Contractor provide additional services directly related to the Contracted services. The Department will contact the Contractor if additional services are required. The Contractor must work with the Department to develop a work plan and budget based on the additional services.

APPENDIX A -- COST PROPOSAL AND BILLING PROCEDURE

(ME) Appendix A “Cost Proposal and Billing Procedure” must be downloaded from IPRO, completed and uploaded back into the Question Section in IPRO in an Excel spreadsheet format.

The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, supplies.

There will be no Administrative Fee to the Contract Purchase Order (CPO) resulting from this Solicitation per Paragraph 5 of the State of Idaho Standard Contract Terms and Conditions.

Part 1. Cost:

The Contract resulting from this RFP will be a FIXED UNIT COST, INDEFINITE QUANTITY Contract.

The "Estimated Number of Units" shown in each cost matrix found in the Question Section of this RFP posting in IPRO is the Department's best estimate of units that may be experienced during the initial year of the Contract. Estimated quantities are for evaluation and award purposes, based on the Department's best estimate, and are not binding on the Department. Offerors must input their Cost Per Unit information (numbers only) in the blue cells. The Total Cost of Service will be automatically calculated by multiplying the Cost Per Unit by the Estimated Number of Units. This is the total amount proposed for performing all requirements under the Contract for a one (1) year total. Offerors must not alter the format of, or any numbers contained in, any matrix. Any Proposal not complying with this requirement will be deemed non-responsive and will receive no further consideration for award of a Contract.

Costs must remain firm throughout the initial term of the Contract, unless otherwise agreed to by the Department and modifications will only be considered under extenuating circumstances.

Part 2. Billing Procedure:

The Contractor must provide a monthly invoice and the respective reports as required in the report section of the Contract within ten (10) business days of the end of the billing period. No invoice will be accepted or paid without the required reports.

The Contractor must provide the following information with each invoice:

1. All Contractor services delivered during the billing period, identified by each item as reflected in the cost matrix and total for each
2. Billing period
3. Dates of service
4. Total amount billed for the billing period
5. Contractor name, address, phone number, and, if available, email address
6. Contract number
7. Name of authorized Contractor staff to contact for questions related to the invoice

Invoices and reports must be submitted to: {information will be provided in the resulting Contract}.

Final invoices and reports must be submitted to the Department no later than ten (10) business days after Contract expiration. Invoices received without the required report(s)/documentation will be returned to the Contractor for resubmission with the required final report(s)/documentation.

APPENDIX B -- REPORTS

Report Description:

Monthly Status Report - The report must include participant name, physical location of services, and dates of service, and must also include 1) Interventions to teach new skills; 2) Responses to interventions; 3) Interventions for maladaptive behavior; 4) Responses to maladaptive behavior; 5) Ongoing tasks/goals the client is working on, progress made, and plans for additional interventions/goals; and 6) Recreational outings attended and participation.

Report Format:

Excel Spreadsheet

Report Due Date:

Report due to the Contract Monitor by the tenth of the following month with the monthly invoice.

Report Description:

Site Certification Report - The report must provide documentation demonstrating that the location where emergency placement services are provided complies with all physical home standards in the Contract. Documentation must be in the form of written approval from the Department's licensing and certification unit.

Report Format:

Hard copy

Report Due Date:

Prior to delivering emergency placement services in any new physical location and as needed on an ongoing basis to demonstrate there is no lapse in certification.

Report Description:

Quarterly Quality Assurance Report - The report must detail the results of incident report monitoring and compliant investigations, routine site visits, and observations by supervisor level staff. The report must also include any changes the agency has made to address validated concerns and to minimize future incidents or complaints.

Report Format:

Excel Spreadsheet or Word Document

Report Due Date:

Quarterly, within twenty (20) calendar days of the end of each quarter.

APPENDIX C – STATE OF IDAHO CONTRACT TERMS AND CONDITIONS WITH ARTICLE 6

STATE OF IDAHO CONTRACT TERMS AND CONDITIONS

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1. Definitions. Except as defined otherwise in this Contract, the following terms shall have the following meanings, whether capitalized or not, unless the context requires otherwise. Terms not defined within this Contract shall have the meanings defined in Idaho Code section 67-9203 and in IDAPA 38, title 05, chapter 01, Rules of the Division of Purchasing.

- 1.1.1.** “Agency” means the board, commission, department, agency, or office of the State receiving the Property provided by the Contractor pursuant to this Contract.
- 1.1.2.** “Contract” means this written agreement between Contractor and the State for the acquisition of property, which may be the result of a solicitation, and which may include the Solicitation or specification document and the accepted portions of the bid or proposal and other documents as identified herein, unless the context means one or more agreements with other contractors or for the acquisition or other property.
- 1.1.1.** “Contractor” means the offeror, bidder, or proposer selected under the Solicitation to enter a contract with the State and identified as the Contractor in the heading above in this Contract.
- 1.1.2.** “Data Breach” means any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.
- 1.1.3.** “Non-Public State Data” means State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.
- 1.1.4.** “Personal State Data” means State Data, which alone or in combination with other data, includes information relating to an individual that identifies the individual by name, identifying number, mark, or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- 1.1.5.** “Property” means goods, services, parts, supplies, and equipment, both tangible and intangible, including but not limited to, designs, plans, programs, systems, techniques, and any rights or interests in such property.
- 1.1.6.** “Protected Health Information (PHI)” means individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.1.7.** “Purchasing Administrator” means the administrator of the Department of Administration, Division of Purchasing.

- 1.1.8. "Purchasing Authority" means the state entity authorized to enter into the Contract, which shall be either the Department of Administration, Division of Purchasing, or the Agency.
- 1.1.9. "Security Incident" means the unauthorized access to Contractor's network that the Contractor or the State believes could reasonably result in the use, disclosure, or theft of the State's Non-Public State Data within the possession or control of Contractor. A Security Incident also includes a security breach to Contractor's system, regardless of if Contractor is aware of unauthorized access to the State's Non-Public State Data. A Security Incident may or may not turn into a Data Breach.
- 1.1.10. "Software" means a series of instructions or statements in a form acceptable to a machine that processes data and is designed to cause the machine to execute an operation or operations. Software includes, but is not limited to operating systems, assemblers, compilers, interpreters, data management systems, utility programs, and Automatic Data Processing Equipment Maintenance/Diagnostics programs.
- 1.1.11. "State" means the state of Idaho including each board, commission, department, agency, or office of the state of Idaho, unless the context means one or more other states of the United States.
- 1.1.12. "State Data" means all information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the state of Idaho.
- 1.1.13. "Solicitation" means an invitation to bid (ITB), request for quotes (RFQ), or request for proposals (RFP) issued by the State for the purpose of soliciting bids, proposals, or quotes resulting in the Contract.

1.2. Term

- 1.2.1. Initial Term. The initial term of the Contract shall commence on the Effective Date and expire on the Service End Date identified in the header of this Contract.
- 1.2.2. Renewal Options. Upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the initial term, or for such period of time as to agreed to by the parties. The Contract is not anticipated to exceed five (5) years including all renewals.

1.3. Price

- 1.3.1. Price. The pricing for the Contract is included in **Appendix A**.
- 1.3.2. Price Increases. Except as set forth in this section, prices shall not increase during the initial term or during any renewal or extension term. Unless accepted by the Purchasing Authority in writing or provided for in the Contract, prices shall not increase between the prior term and a renewal term. The Purchasing Authority may accept a price increase during a term or upon renewal as provided in Contract or upon submission of evidence by Contractor that Contractor's costs have increased by causes beyond the control and without the fault or negligence of Contractor, and that Contractor could not have included in its offered price because they were unforeseeable or because the Solicitation did not contemplate future pricing.

1.4. Termination and Remedies

- 1.4.1. Termination for Contractor Default. The State may terminate the Contract, any order issued pursuant to the Contract, or both when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, which time shall be determined in the sole discretion of the Purchasing Authority. If the default or non-compliance is not capable of cure or if the cure requires more than thirty (30) calendar days, the Purchasing Authority may provide notice of termination without a cure period. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the State, in its

sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

1.4.2. Effect of Termination

1.4.2.1. If the Contract is terminated for default or non-compliance, the Contractor will be liable for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

1.4.2.2. Unless provided otherwise in the Contract, upon termination by the Purchasing Authority for default or non-compliance, Contractor shall: a) promptly discontinue all work, unless the termination notice directs otherwise; b) promptly return to the State any Property provided by the State pursuant to this Contract; and c) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process, which the Contractor is obligated by the Contract or law to provide to the State upon completion.

1.4.3. Remedies. In addition to any remedies available to the State under law or equity, the State may, at its sole discretion, take or require one (1) or more of the following remedial actions if the Contractor's performance is deficient and does not comply with the Contract requirements: 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 the performance received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages, if liquidated damages are provided for in the Contract; 6) secure the deficient products or services and deduct the costs of products or services from payments to the Contractor under the Contract; 7) require Contractor to remove, at its sole expense, any non-conforming or deficient Property from the State's premises; or 8) terminate the Contract pursuant to any termination provisions within the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

1.5. Changes and Modifications

1.5.1. Amendments. Except as provided herein for ministerial changes, the Contract may be modified or amended only upon written consent of the Purchasing Authority and Contractor. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Contractor and the Purchasing Authority. The Purchasing Authority is authorized to execute any Amendment. The Agency is authorized to execute Amendments consisting solely of plans required by the Contract and ministerial or administrative documents that further define the day-to-day responsibilities of the Contractor and the Agency. The Agency is not authorized to execute Amendments directly or indirectly increasing monetary obligations of the State, expanding the scope of the Contract or extending the Contract term. An Amendment not executed in compliance with this section is voidable, at the option of the Purchasing Administrator.

1.5.2. Ministerial Changes. In the event the State discovers or is notified of a typographical or other ministerial or clerical error in the Contract, the Purchasing Authority may correct such error after providing notice to the Contractor of its intent to make the correction and an opportunity for the

Contractor to object that the proposed correction is not ministerial or clerical. The Purchasing Authority will make a copy of the corrected Contract available to the Contractor upon the effectiveness of the correction.

1.5.3. Material Changes. Amendments to the Contract shall be in compliance with the State Procurement Act, Idaho Code title 67, chapter 92. The Purchasing Authority may accept material changes with an amendment if such changes could not reasonably been anticipated by the parties at the time of the Solicitation and do not frustrate the competitive process or provide the Contractor with an unfair advantage, as determined by the Purchasing Administrator in his or her sole discretion.

1.6. No Personal Liability. Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

1.7. Contract Relationship; Workers' Compensation Insurance

1.7.1. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor, and not that of an agent or employee. Contractor is solely liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein. Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to Contractor or Contractor's employees engaged in performance under the Contract.

1.7.2. Workers' Compensation Insurance. Contractor shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by the State. Failure to provide a certificate of worker's compensation insurance may result in termination of the Contract. Provision of workers' compensation insurance by the State under this provision shall be in the name of the Contractor as employer and shall not alter the independent contractor status of Contractor under the Contract. Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.8. Taxes. The State is generally exempt from payment of state sales and use taxes and from personal property tax for Property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code). The State will furnish exemption certificates upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the State, Contractor shall be solely responsible for the payment of those taxes.

1.9. General Indemnification and Insurance

1.9.1. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.

- 1.9.2. Actions on Tender; Limitation.** Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 9.3.
- 1.9.3. Requirements of Defense.** Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).
- 1.9.4. Insurance.** Contractor shall furnish and maintain insurance coverages as set forth on **Appendix B – Insurance Requirements** of this Contract.

1.10. Patent and Copyright Indemnity

- 1.10.1. Indemnity.** Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor shall pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: 1) that Contractor shall be notified promptly in writing by the State of any notice of such claim; 2) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and 3) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
- 1.10.2. Limitation.** Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: 1) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the Solicitation or the specifications; 2) the modification of the Property unless such modification was disclosed in the Solicitation or the specifications; or 3) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the Solicitation or the specifications.
- 1.10.3. Option to Replace, Modify, or Refund.** Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

1.11. Billing

- 1.11.1. Contract Numbers on all Documentation.** Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 1.11.2. Invoices.** Contractor shall submit all invoices directly to the Agency.
- 1.11.3. Payment Processing.** Invoices shall be accepted and processed for payment in accordance with Idaho Code sections 67-2302 and 67-9218.

1.12. Assignment, Merger, Consolidation, or Change of Contractor

- 1.12.1. Application of Idaho Statutes.** Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code sections 67-1027 and 67-9230.
- 1.12.2. Consent to Assign.** 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 Purchasing Administrator and the Idaho Board of Examiners.
- 1.12.3. Consent to Change of Contractor.** Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Purchasing Administrator and the Idaho State Board of Examiners.
- 1.12.4. Effect of Non-Compliance.** At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of the Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

1.13. Subcontracting. Unless otherwise allowed by the State in this Contract, Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the State of 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 obligation under this 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 Contractor's subcontractor or its sub-subcontractor. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

1.14. Compliance with Law, Licensing, and Certifications. Contractor shall comply with all requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

1.15. State's Confidential Information

- 1.15.1. Collection and Ownership.** Pursuant to the Contract, Contractor may collect, or the State may disclose to 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 State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The Agency may require that Confidential Information be returned to the Agency upon termination of this Contract subject to Contractor's document retention procedures as required by law.
- 1.15.2. Use.** 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 for the following:
 - 1.15.2.1.** With the State's prior written consent;

- 1.15.2.2. Under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State unless prohibited by such order; or
- 1.15.2.3. In response to any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under the Contract, or which in any way might reasonably require access to the State's data and then only upon timely notice to the State, unless prohibited by law from making such contact.
- 1.15.3. Limitation.** Confidential Information shall not include data or information that:
 - 1.15.3.1. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
 - 1.15.3.2. Becomes generally available to the public other than as a result of disclosure by Contractor; or
 - 1.15.3.3. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

1.16. Public Records. Pursuant to the Idaho Public Records Act, Idaho Code title 74, chapter 1, records, including documents in all forms, received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual portions of records as "exempt" on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The State will not accept the marking of an entire record as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring Contractor's designation of exemption or for Contractor's failure to designate a record as exempt. Contractor's failure to designate as exempt any record or portion of a record that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State honors a claim of exemption by Contractor, Contractor shall provide the legal defense for such claim.

1.17. Use of the State of Idaho's Name. Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

1.18. Fiscal Necessity and Non-Appropriation. The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or 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, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

1.19. Notices. Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address provided in the header of this Contract. Either party may change its address by giving notice of the change in accordance with this paragraph.

1.20. Authority to Conduct Business in Idaho; Service of Process. Contractor must independently determine whether Contractor is required to register with the Idaho Secretary of State, and, if so, must register and remain in good standing for the term of this Contract. If Contractor is not registered with the Idaho Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Contract. Service shall be completed upon Contractor's actual receipt of process, or upon the State's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Contractor's address is outside the United States, as refused or undeliverable.

1.21. Required Certifications.

- 1.21.1. Boycott of Israel.** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 1.21.2. Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- 1.21.3. Boycott of Various Industries.** Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

1.22. Non-waiver. The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

1.23. Attorney Fees. Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

1.24. Force Majeure. Neither Contractor nor the State shall be liable for or deemed to be in default for any delay or failure to perform under the Contract if such delay or failure to perform results from unforeseeable causes including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather. The unforeseeable cause must be beyond the control and without the fault or negligence of the party asserting it. Matters of the Contractor's finances shall not be a force majeure. The excused party is obligated to

promptly perform in accordance with the terms of this Contract after the unforeseeable cause ceases. Unless otherwise agreed in writing by the parties, the period for the performance shall be extended for a period equivalent to the period of the force majeure delay.

1.25. Entire Agreement; Headings

- 1.25.1. Complete Statement of Terms.** The Contract constitutes the entire agreement between the State and Contractor and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.
- 1.25.2. Conflicting and Supplemental Terms.** Unless specifically accepted by the Purchasing Authority in writing, terms in documents outside of this Contract shall be of no force and effect.
- 1.25.3. Headings.** All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

1.26. Governing Law. The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho.

1.27. Severability; Survival

- 1.27.1. Severability.** If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
- 1.27.2. Survival.** Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

1.28. Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

1.29. Electronic Signature; Counterparts

- 1.29.1. **This Contract**** may be electronically signed. Any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 1.29.2.** This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 2 – TERMS APPLICABLE TO THE PURCHASE OF GOODS

The following terms apply to the purchase of goods, which generally means the purchase of physical property that is delivered to the State. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

2.1. Property – Goods

- 2.1.1. Specifications.** Contractor shall deliver all Property in accordance with **Appendix C – Specifications**. Contractor's failure to deliver the Property as provided in this Contract is a material breach of this Contract.
- 2.1.2. New and Unused Property.** Unless otherwise provided in the Specifications, all Property delivered by Contractor shall be new, unused, not previously installed or demonstrated, and shall be within current production inventory of the manufacturer or actively being marketed by the Contractor.
- 2.1.3. Components.** Unless otherwise provided in the Specifications, all Property delivered by Contractor shall:
 - 2.1.3.1.** Include all components and accessories that the manufacturer identifies or lists as "standard."

- 2.1.3.2. Include all components, hardware and parts necessary for complete and proper assembly, installation and operation of the Property.

2.2. Acceptance. Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

2.2.1. No Installation of Property. When the Contract does not require installation, Acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the Property does not meet the specifications.

2.2.2. Installed Property. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the specifications or that the Property is not installed correctly.

2.2.3. Revocation of Acceptance. The State may revoke acceptance as provided by Idaho Code section 28-2-608 and as provided in Paragraph 2.3 of this Article 2. Upon revocation, the State shall deliver written notice of revocation to Contractor specifying the defect or nonconformance, whether the Contractor is permitted to cure the defect or nonconformance and the time period for cure, if permitted.

2.2.4. Effect of Rejection or Revocation of Acceptance. If the State rejects the Property or revokes acceptance of the Property, Contractor shall refund all payments the State made to the Contractor for the Property and shall, at no cost to the State, remove the Property in the State's possession as provided in the notice of rejection or revocation. If no date of removal is specified, Contractor shall remove the Property within fourteen (14) calendar days of the notice.

2.3. Non-compliance, Recall, and Regulatory Compliance. If all or a portion of the Property is recalled by a regulatory body or the manufacturer, or is known or reasonably suspected by Contractor not to comply with applicable regulatory standards, Contractor shall immediately notify the State and shall provide a copy of any notice received by Contractor concerning the Property. Notwithstanding prior acceptance under the Contract, the State may reject or revoke acceptance of Property recalled by a regulatory body or the manufacturer, or that is known or reasonably should be known by Contractor not to comply with applicable regulatory standards, in whole or in part. If the State rejects or revokes acceptance of the Property, Contractor shall remove the Property as provided in Paragraph 2.2.4 of this Article 2 at no cost to the State and shall reimburse the State for all payments made for such Property.

2.4. Warranty. Contractor warrants that the Property shall conform to or exceed the specifications and shall be fit for ordinary use, of good quality, with no material defects. Contractor's warranty shall include replacement, repair, and any associated labor for the period of time required by the specifications or by the standard manufacturer or Contractor provided warranty, whichever is longer. If Contractor is not the manufacturer of the Property, Contractor shall ensure that the full, unadulterated, and undiminished manufacturer warranty is provided by the manufacturer to the State at no additional cost to the State. If a conflict or inconsistency exists between the manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to the State shall prevail.

2.5. Shipping and Delivery. All Property delivered under this Contract shall be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

2.6. Risk of Loss. Risk of loss and responsibility and liability for loss or damage remains with Contractor until acceptance by the State under the terms of this Contract. Upon acceptance, risk of loss shall pass to the State unless otherwise provided in the Contract and with the exceptions of latent defects, fraud and Contractor's warranty obligations. Loss, injury or destruction prior to acceptance by the State shall not release the Contractor from any obligation under the Contract.

ARTICLE 3 – TERMS APPLICABLE TO THE PURCHASE OF SERVICES

The following terms apply to the purchase of services, which generally means the purchase of work completed by employees of the Contractor, including any tangible deliverables that are created as part of that work (e.g., reports). In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

3.1. Property – Services. Contractor shall perform the Scope of Work detailed in **Appendix C – Specifications** of this Contract.

3.2. Contract Effectiveness. The Contract and any amendments shall be effective when signed by Contractor and the Purchasing Authority, or at a later date specified in the Contract or Amendment. Contractor shall not render services to the State until the Contract or amendment has become effective and the State shall not pay for any services rendered prior to the effective date of the Contract or amendment.

3.3. Conflict of Interest. Contractor must disclose to the State any actual or potential conflict of interest that exists or arises for itself or any of its subcontractors during the term of the Contract. If the conflict would interfere with Contractor or its subcontractor's performance of contractual obligations, as determined by the State, Contractor shall cure the conflict. Failure to cure such a conflict may result in the State terminating the Contract for Contractor default.

3.4. Reassignment of Contractor Employees. The Agency may, after consulting with Contractor, require the Contractor to reassign or otherwise remove from the Contract any Contractor employee or subcontractor found, in good faith, to be unacceptable to the Agency.

3.5. Acceptance. The Agency shall accept or reject deliverables and services as set forth in the Scope of Work in **Appendix C** or, if not addressed in the Scope of Work, within a reasonable time.

ARTICLE 4 – TERMS APPLICABLE TO THE PURCHASE OF TECHNOLOGY

The following terms apply to the purchase of technology, regardless of the delivery method (e.g., on-premise or cloud-hosted), cost structure (e.g., subscription), or other differentiating characteristics. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

4.1. Title to Product. If Contractor provides an application program interface (API) as part of its Contractual obligations, Contractor shall convey to the State an irrevocable and perpetual license to use the API for the duration of the Contract.

4.2. Acceptance. Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

4.2.1. When the Contract does not require the Contractor to install Software, acceptance shall occur ninety (90) days after delivery of the technology to the State.

4.2.2. When the Contractor is required by the Contract to provide installation, acceptance shall occur ninety (90) days after the completion of installation.

4.2.3. Acceptance shall not occur (regardless of which party is responsible for installation) if the State notifies Contractor in writing within the applicable ninety (90)-day period that the technology

does not satisfy the terms of the Contract or otherwise fails to pass test procedures or programs established under the Contract.

4.3. Warranty. Contractor represents and warrants the following:

- 4.3.1. Contractor has the full power and authority to grant the State any license as provided in the Contract and to grant to the State access to the technology and all required functionality for the property being purchased through the Contract
- 4.3.2. The property being furnished under the Contract, in whole or in part, does not infringe upon the enforceable patent, copyright, trade secret, trademark, or other proprietary right. Contractor knows of no action or proceeding which could adversely affect Contractor's ability to perform or complete its obligations under the Contract. Should a third-party claim prevail, inhibiting the State's use of the Property, the Contractor shall, at its own expense, secure all required resources necessary to ensure uninterrupted use of the property up to and including replacement of the Property.
- 4.3.3. If Contractor produces any modifications to the Software components of the Property that create errors in data, the loss of data, the inability to access data, or results in delays or stoppages in the performance of work by Contractor or the State, Contractor shall immediately address and correct such errors, which shall be at no additional cost to the State.
- 4.3.4. Following acceptance and for the entire term of the Contract, including any renewal and extension terms, the property shall perform in accordance with the Contract and shall perform to all specific claims and specifications provided in the Contract. Additionally, Contractor shall perform materially as described in the Contract.
- 4.3.5. The Property provided by the Contractor is compatible with and will operate successfully with any environment, including software, infrastructure, web browser, and operating systems specified in the Contract. Incompatibility will include but not be limited to, the creation of errors in data, the loss of data, the inability to access data, and delays and stoppages in performance of work by Contractor or the State arising from the Property. In addition, the Property provided by Contractor under the Contract is free of malware or any other software inclusions such as backdoors, datamining capabilities, spyware, command and control, monitoring, or any other functionality or capability that may adversely impact the State's ability to use the Property, and Contractor will use for the term of the Contract current industry standard security measures to prevent from entry, detect within, and remove from the Property any such malicious software.
- 4.3.6. The Property is fit for a particular purpose as detailed in the Contract.
- 4.3.7. Contractor shall provide required licenses, maintenance, and updates in a timely manner for the duration of the Contract. Contractor shall not interfere with the State's access to and use of the Property it acquires under the Contract.
- 4.3.8. Upon receipt of notification from the State, Contractor shall immediately repair or replace any aspect of the Property failing to comply with the specification and acceptance criteria set forth in the Contract. If Contractor fails to repair or replace any such aspect of the Property within the time frame to do so set forth in the Contract, or within the time frame otherwise agreed upon by the parties, the State may, in its sole discretion and upon providing written notice to Contractor, act to repair or replace the Property, in whole or in part, and Contractor shall reimburse the State for all costs incurred by the State to repair or replace the Property.

4.4. Data Access Controls. Contractor shall provide access to State Data only to those Contractor employees and subcontractors who need to access the State Data to fulfill Contractor's obligations under the Contract. Contractor shall not allow access to the State's user accounts or State Data except during the course of required operations, in response to service or technical issues, as required by the Contract, or at the State's written request. Contractor must not share State Data with its affiliates or any third party without the State's express written consent. Contractor must ensure that, prior to being granted access to State Data, Contractor's employees and subcontractors who perform work under the Contract have successfully

completed annual instruction of a nature sufficient to enable them to effectively comply with all State Data protection provisions of the Contract, and that Contractor's employees and subcontractors possess qualifications appropriate to the nature of the employees' duties and the sensitivity of the State Data they will be handling.

4.5. Data Ownership. The State owns and retains full right and title, and unrestricted access to State Data. Additionally, the State retains the right to backup State Data at its own data center or secondary location. Contractor shall not collect, access, or use State Data except 1) in the course of data center operations pursuant to services provided under this Contract, if applicable; 2) in response to service or technical issues; 3) as required or expressly allowed by the terms of the Contract; or 4) at the State's written request. Except as expressly allowed by the terms of the Contract, no information regarding the State's use of Contractor's services or software may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by order of a court of competent jurisdiction. These obligations shall survive beyond the term of the Contract in perpetuity.

4.6. Data Privacy. Contractor must comply with all applicable laws related to data privacy and security, specific to the type(s) of Data and as otherwise specified in the Contract, which may include but is not limited to IRS Pub 1075, HIPAA, PCI, and FERPA.

4.7. Data Protection. If the Contractor will house State Data, protection of personal privacy and State Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- 4.7.1. All Non-Public State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Contract, the Contractor is responsible for encryption of the Non-Public State Data. All encryption shall be consistent with validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.
- 4.7.2. The State shall identify State Data it deems as Non-Public State Data to Contractor. The level of protection and encryption for all Non-Public State Data shall be identified in the Contract.
- 4.7.3. At no time shall any State Data or processes, that either belong to or are intended for the use of the State or its officers, agents, or employees, be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include the State.
- 4.7.4. Contractor shall not use any information collected in connection with the service provided under the Contract for any purpose other than fulfilling the service.
- 4.7.5. Data Location: Contractor shall provide its service to the State and its end users solely from data centers within the United States. Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, except for devices that are used and kept only at its U.S. data centers. Each data center used by Contractor to support the Contract must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to State Data and State-written applications.
- 4.7.6. Contractor shall permit its staff to access State Data remotely only as required to provide technical support.

4.8. Security Incident and Data Breach Responsibilities. In the event of a Security Incident or Data Breach:

- 4.8.1. Contractor shall notify the State-designated contact(s) by telephone within twenty-four (24) hours, unless shorter time is required by applicable law, if Contractor has confirmed that there is, or Contractor reasonably believes that there has been, a Security Incident or Data Breach.

Contractor shall 1) immediately quarantine all State Data from external access; 2) cooperate with the State to investigate and resolve the Security Incident or Data Breach; 3) promptly implement remedial measures, if necessary; 4) for Data Breach, identify to the State, if the following is known by Contractor, the persons affected, their identities, and the State Data disclosed; and 5) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the service, if necessary.

4.8.2. Unless otherwise stipulated in the Contract, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Non-Public State Data or otherwise prevent its release as reasonably determined by the State, Contractor shall bear the costs associated with 1) the investigation and resolution of the Data Breach; 2) notifications to individuals, regulators, and others required by federal and state laws or as otherwise agreed to by the State and Contractor; 3) a credit monitoring service required by state or federal law or as otherwise agreed to by the State and Contractor; 4) a website or a toll-free number and call center for affected individuals required by federal and state laws, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (as of January 2019, \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and 5) complete all corrective actions as reasonably determined by Contractor based on root cause.

4.8.3. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon between the State and Contractor in writing, defined by law, or contained in the Contract. Discussing Security Incidents with the State must be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon between the State and Contractor in writing, defined by law or as delineated in the Contract.

4.9. Notification of Legal Requests. Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonials related to State Data under the Contract, or which in any way might reasonably require access to State Data. Contractor shall not respond to subpoenas, service of process, or other legal requests related to the State without first notifying and obtaining approval of the State, unless prohibited by law from providing such notice.

4.10. Background Checks and Security Awareness

4.10.1. Upon the request of the State, Contractor shall obtain criminal background checks for its employees and subcontractors that Contractor intends to utilize in the provision of services under the Contract and must provide the results of the criminal background checks to the State. If any Contractor employees or subcontractors are not acceptable to the State, in its sole opinion based upon the results of a criminal background check, the State shall have the right to request that such Contractor employee or subcontractor not provide services under the Contract. Contractor must comply with such requests and provide replacement employees or subcontractors in such cases.

4.10.2. Contractor shall promote and maintain an awareness of the importance of securing the State's information among Contractor employees and agents.

4.11. Transition, Transfer Assistance, Termination or Suspension

4.11.1. The State shall have the ability to import or export all or portions of State Data and State-written applications at its discretion without interference from Contractor at any time during the term of the Contract. This includes the ability for the State to import or export State Data and State-written applications to and from other entities.

- 4.11.2. Contractor shall reasonably cooperate without limitation with any State authorized entity for the transfer of State Data to the State upon termination or expiration of the Contract. The Contractor must transfer or allow the State to extract, at the State's option, State Data and State-written applications at no additional cost to and in a format designated by, the State, and the State Data must be unencrypted.
- 4.11.3. The return of State Data and State-written applications shall occur no later than sixty (60) calendar days after termination or expiration of the Contract; or within another timeframe as agreed to in writing by the parties. Contractor shall facilitate the State's extraction of State Data and State-written applications by providing the State with all necessary access and tools for extraction, at no additional cost to the State.
- 4.11.4. During any period of suspension of service, Contractor shall continue to fulfill its obligations to maintain State Data and State-written applications.
- 4.11.5. In the event of termination or expiration of the Contract, Contractor shall not take any action to intentionally erase State Data or State-written applications for a period of sixty (60) calendar days after the effective date of termination or expiration. After such period, Contractor shall have no obligation to maintain or provide any State Data or to maintain any State-written applications unless otherwise specified in the Contract and shall thereafter, unless legally prohibited, delete all State Data and State-written applications (in all forms) within its systems or otherwise in its possession or under its control, unless otherwise instructed by the State. State Data and State-written applications shall be permanently deleted and shall not be recoverable in accordance with NIST-approved methods. Contractor shall provide certificates of destruction to the State no later than ninety (90) calendar days after termination or expiration of the Contract.
- 4.11.6. Contractor must maintain the confidentiality and security of State Data and State-written applications during any transition or transfer thereafter for as long as Contractor possesses State Data and State-written applications.

4.12. Access to Security Logs and Reports. Contractor shall provide reports to the State; or alternatively, provide the State with access to report data and reporting tools. Unless specified otherwise in the Contract, reports shall include latency statistics, system performance statistics, user access logs, user access IP address, user access history, security logs, and events logs for all State Data.

ARTICLE 5 - TERMS APPLICABLE TO STATEWIDE CONTRACTS

Article 5 is reserved as inapplicable to this solicitation, which does not concern a statewide contract.

ARTICLE 6 - TERMS APPLICABLE FOR THE DEPARTMENT OF HEALTH AND WELFARE

The following terms apply to contracts with the Department of Health and Welfare. In the event of conflict with any other contractual term, the provisions of Article 6 take precedence.

6.1. Definitions. As used in the Contract, and in addition to the terms defined above in Section 1.1, the following terms shall be defined throughout the contract as set forth below:

- 6.1.1.** "Agency" 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.
- 6.1.2.** "Contract Manager" shall mean that person appointed by the Agency to administer the Contract on behalf of the Agency. "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 Agency may change the designated Contract Manager from time to time by providing notice to Contractor as provided in the Contract.

6.2. Agency Terms for Service Contracts. The following terms apply to Agency contracts for services:

- 6.2.1. Contract Effectiveness.** It is understood that this Contract or any Amendment is effective when it has been signed by the Department and executed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Agency until the Contract or Amendment has become effective. The Agency will not pay for any services rendered prior to the effective date of the Contract or Amendment.
- 6.2.2. Reassignment of Contractor Employees.** The Agency shall have the right, after having consulted with the Contractor, to require the Contractor to reassign or otherwise remove from the contract any Contractor employee or subcontractor found in good faith to be unacceptable to the Agency.
- 6.2.3. Records and Data.**
- 6.2.3.1. Records Maintenance. The Contractor shall maintain all records and documents relevant to the Contract for six (6) years from the date of final payment to the Contractor. If an audit, litigation or other action involving records is initiated before the six (6) 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 Agency, be immediately delivered to the Contract Manager or Agency designee.
- 6.2.3.2. Records Review. All records and documents relevant to the Contract, shall be subject to inspection, review or audit, and copying by the Agency and other personnel duly authorized by the Agency, 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 Agency.
- 6.2.4. Audit Exceptions.** If a federal or state audit indicates that payments made to the Contractor for goods or services that do not comply with the terms of the contract or applicable federal or state laws, rules or regulations, the Contractor shall refund any compensation paid to the Contractor arising from such noncompliance.
- 6.2.5. Disclosure of Agency Records.** Contractor shall not release or disclose any records of the Agency without written consent of the Agency with respect to each proposed release or disclosure. Prior consent to release the same or different record to the same or different person shall not imply an ongoing consent to release public records. The Contractor must comply with IDAPA 16.05.01, *Use and Disclosure of Department Records*, found at <https://adminrules.idaho.gov/rules/current/16/>.
- 6.2.6. Compliance with Certain Laws, Licensing, and Certifications.** The Contractor shall comply with ALL requirements of federal, state, and local laws and regulations applicable to the Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules, including but not limited to the following requirements:
- 6.2.6.1. Nondiscrimination. The Contractor shall provide all services funded through or affected by this 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 state and federal laws

regarding anti-discrimination, including: 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 this Contract and with all state and federal rules and regulations implementing such laws.

- 6.2.6.2. HIPAA. The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and

164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.

- 6.2.6.3. Lobbying

- 6.2.6.3.1. 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.

- 6.2.6.3.2. 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 Agency.

- 6.2.6.3.3. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.

- 6.2.6.3.4. 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. § 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 Agency relied in entering the Contract.

- 6.2.6.4. Qualification. 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. § 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both. The Contractor certifies to the best of its knowledge and belief that it and its principals:

- 6.2.6.4.1. 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).

- 6.2.6.4.2. 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.

- 6.2.6.4.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 6.2.6.4.4. 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.
- 6.2.6.5. Faith-Based Organizations. If the Contractor is a faith-based organization, the Contractor and all approved subcontractors shall:
 - 6.2.6.5.1. Segregate contract funds in a separate account if federal funds.
 - 6.2.6.5.2. Serve all participants without regard to religion, religious belief, refusal to hold a religious belief, or refusal to actively participate in a religious practice.
 - 6.2.6.5.3. Ensure that Agency-referred clients' participation in religious activities, including worship, scripture study, prayer or proselytization, is only on a voluntary basis.
 - 6.2.6.5.4. Notify participants of the religious nature of the organization, their right to be served without religious discrimination, their right not to take part in religious activities, their right to request an alternative provider and the process for doing so.
 - 6.2.6.5.5. Ensure that contract funds are not expended on inherently religious activities.
 - 6.2.6.5.6. Comply with applicable terms of 42 CFR Parts 54, 54a, and 45 CFR Parts 260 and 1050.
- 6.2.6.6. Tribes. If the Contractor is a Tribe, the Contractor and the Agency recognize that services performed pursuant to this Contract by the Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Contract should be construed as a waiver of sovereign immunity.
- 6.2.6.7. Illegal Aliens. The Contractor warrants that the contract is subject to Executive Order 2009-10, 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. Executive Order 2009-10 is accessible at: <https://adminrules.idaho.gov/rules/2010/EXOOrders/out/000910-exo.pdf>.
- 6.2.6.8. Single Audit Act. The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the

Contract.

- 6.2.6.9. 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.

6.2.7. Conflicts of Interest.

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

- 6.2.7.2. 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.

6.3. Miscellaneous Terms.

- 6.3.1. **Disposition of Property.** At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.

- 6.3.2. **Time of Performance.** Time is of the essence with respect to the obligations to be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.

- 6.3.3. **Officials Not Personally Liable.** In no event shall any official, office, employee or agent of the State of Idaho or of the Agency be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.

- 6.3.4. **Notices.** Any notice given in connection with the Contract shall be consistent with the notice term in Article 1 or delivered electronically to designated recipient addresses agreed to in writing by the Agency and Contractor.

- 6.3.5. **Priority of Contract Documents.** The Contract consists of and precedence is established by the order of the documents as listed on the Contract Cover Sheet or Purchase Order, if applicable.

6.4. Termination for Convenience.

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

6.5. Required Certifications.

- 6.5.1. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Contractor certifies: (1) for the duration of the Agreement it will not perform abortions as defined in Idaho Code § 18-8702(1), nor will it be an affiliate, as described in Idaho Code § 18-8702(2) of any facility that performs abortions; (2) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company

because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d); and (3) it will not assign or seek to assign the Agreement to a person who operates in violation of either statute. The Department may immediately terminate at its convenience the Agreement upon receipt of information that Contractor is in violation of the terms of this section. Contractor further agrees to provide written notice to the Department if the Contractor has information related to compliance with this section of the Agreement.

6.6. Reserved.

APPENDIX D -- RIDERS

Insurance

For the term of the Contract and until all services specified in the Contract are completed, the Contractor must maintain in force, at its own expense, the following insurance.

- Commercial General Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in general aggregate. Insurance required by this section must name the State of Idaho and Department of Health and Welfare as an additional insured.
- Commercial Automobile Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance must cover liability arising out of any auto incident (including owned, hired, and non-owned autos). Insurance required by this section must name the State of Idaho and Department of Health and Welfare as an additional insured.
- Professional Liability Insurance - If the contracted professional is licensed or certified (i.e., architect, consultant, paramedic, attorney, engineer, etc.) or if the information developed by the professional may be used in a decision-making process within the institution that could create a liability (i.e., clinical trials, building construction, etc.), consultant must maintain Professional Liability insurance (Errors and Omissions[E&O]) with minimum limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate, on an occurrence form.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the State requires and must be entitled to the broader coverage and/or higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the State.

- Sexual Abuse Molestation (SAM) Coverage - Contractor shall maintain SAM coverage with a limit of not less than one million dollars (\$1,000,000) per occurrence. The policy shall cover any and all claims, suits, or damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall include the cost of defense. The cost of defense shall be provided outside the coverage limit.
- Workers Compensation Insurance and Employer's Liability. The Contractor must maintain Workers Compensation and Employer's Liability. The Employer's Liability must have limits not less than one million dollars (\$1,000,000) each accident for bodily insurance by accident, one million dollars (\$1,000,000) disease policy limit, and one million dollars (\$1,000,000) disease, each employee.

The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write Workers Compensation Insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

If coverage is not available on an occurrence basis, coverage must be provided on a claims-made basis. For claims made policies the retroactive date must be shown and must be before the date of the Contract or the beginning of Contract work; insurance must be maintained and evidence of insurance must be provided

for at least three (3) years after completion of the Contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by Contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

Prior to performing any services, the Contractor must provide an ACORD Certificate of Insurance (ACORD 25) to the Department. The Contractor is also required to maintain current certificates on file with the Department and to provide updated certificates upon request. Failure to provide the required certificates of insurance shall constitute a default under this Contract and upon such failure the Department may, at its option, terminate the Contract. Insurance required by this section must be policies or contracts of insurance issued by insurers approved by the Department. Should any of above described policies be cancelled before the expiration date thereof, notice must be delivered in accordance with the policy provision.

Email updated certificates to: DHWInsurance@dhw.idaho.gov

Additional Insured name and address:

State of Idaho and Department of Health and Welfare
Contracting & Procurement Services Unit -- 9th Floor
450 West State Street
Boise, ID 83702

Certification Regarding Environmental Tobacco Smoke

The Pro-Children Act of 1994 (20 U.S.C. § 6081-84) prohibits smoking in facilities, or in some cases portions of facilities, where certain federally funded services are provided on a routine or regular basis for children under the age of 18. The Act applies if funds are being provided through an applicable federal grant, loan, loan guarantee, or contract.

The law applies to public elementary and secondary education and library facilities. It also applies to facilities used for the Head Start program, the WIC program (the supplemental food and nutrition program for women and children), and certain health care services for children.

The smoking prohibition does not apply to private residences, to service providers whose sole source of federal funds is Medicare or Medicaid, or to portions of facilities used for inpatient treatment of individuals who are dependent on or addicted to drugs or alcohol.

Civil money penalties, not exceeding \$1000 for each day of violation, not exceeding the amount of applicable federal funds received, may be imposed for non-compliance. Also, federal funds may be withheld, or the award may be terminated. Recipients must certify, as a condition for receiving applicable federal funds, that smoking will not be permitted within facilities, or portions of facilities, covered by the Act.

By signing the Contract, the Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor shall include the language of this certification in any subcontract that contains provisions for children's services and shall ensure that all subcontractors shall certify accordingly.

Criminal History Background Checks

IDAPA 16.05.06 Rules Governing Mandatory Criminal History Checks -- These rules have been established to assist in the protection of children and vulnerable adults by requiring criminal history checks for individuals (Contractors, Contractor's employees and all subcontractors) who provide care or service that are financially supported, licensed or certified by the Department of Health and Welfare.

Contractors, Contractor's employees and all subcontractors are required to complete a criminal history and background check pursuant to IDAPA 16.05.06. Those who have had a fingerprint based criminal history background check through their employment with the Department of Education, or their employment as a law enforcement officer may be exempt from the fingerprint-based check; however, the Contractor must complete at a minimum, an Idaho name based check through the Idaho State Police.

For information on how to obtain a Department of Health and Welfare criminal history and background check, please go to the Department's criminal history check website at <http://chu.dhw.idaho.gov> or call 1-800-340-1246.

APPENDIX E -- IDAHO TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS

Idaho Terms and Conditions – Background

The Division of Purchasing issues solicitations on behalf of State of Idaho agencies. As public entities, the Division and the agencies it serves are subject to statutes, rules and policies that result in terms and conditions unlike those common in contracts between private parties. The Division of Purchasing does not have authority to vary many of these terms and in some instances, variations are void under Idaho law. See IDAPA 38.05.01.112.

Idaho is not unique. Many of the terms in the State of Idaho Standard Terms and Conditions are similar to terms offered by most federal, state, and local government agencies. Vendors who seek to work with government agencies should become familiar with these terms. The discussion below is provided to assist you in becoming familiar with the legal and policy basis for the terms and to provide information for you to evaluate the risks and benefits of working with public entities.

Termination – Costs of Re-procurement

The State of Idaho Standard Terms and Conditions provision concerning termination specifically identifies the costs of re-procurement as a damage arising from a breach of the contract by a vendor. This damage is identified because of the public agency budgeting process and the competitive solicitation process required by Idaho's purchasing laws. The Idaho purchasing laws provide a preference for open, competitive procurements. These procurements come at a cost to the agency, which is generally included in the agency budget requested from the Idaho Legislature more than twelve months prior to incurring the expense. Unlike a private business, public agencies cannot independently pass through the costs of re-procurement to Idaho taxpayers, who are the customers of government. Instead, Idaho agencies must submit a request for the costs to the Idaho Legislature in a subsequent budget year, which is usually after the need to secure a replacement vendor for the breaching contractor arises. As a matter of public policy, the contractor whose breach caused the damage of requiring re-procurement must pay those costs at the time of breach so that the public can receive the benefit of the contract made on its behalf through re-procurement of a new contract. This policy is reflected in the State of Idaho Standard Terms and Conditions provision concerning termination and the Division of Purchasing does not generally vary this requirement.

Termination – Fiscal Necessity

Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. An appropriation can be reduced under Idaho law through "give backs" and "hold backs" issued by the executive branch. When the Division of Purchasing enters into a contract, it must contain the term allowing for termination for fiscal necessity to comply with these provisions. Variation of this term is not offered.

Anti-Discrimination/Equal Employment Opportunity

Many of the Idaho agencies served by the Division of Purchasing receive federal funding that is subject to a requirement concerning a pass-through to vendors of the obligation to comply with federal civil rights and anti-discrimination laws. The pass-through obligation may extend beyond the specific federal funds to all agency contracts. Variation of this term is not offered to prevent a breach of the State of Idaho's obligations under its agreements with the United States.

Taxes

The State of Idaho Standard Terms and Conditions provision concerning taxes identifies that Idaho agencies are exempt from the payment of taxes and provides that the contractor is responsible for all taxes assessed against the contractor as a result of doing business with the State of Idaho. State agencies are not granted an appropriation to pay taxes due to the exemptions that apply to government agencies. As discussed above under the heading Termination – Fiscal Necessity, terms in excess of appropriation are void under Idaho law. Variation of this term is not offered.

Indemnification

Many vendors request the State of Idaho offer an indemnification of the vendor. An indemnification is a promise to pay funds that have not been appropriated in the current budget year or that may occur in a future budget year that has not yet been appropriated by the Idaho Legislature. Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. Variation of this term is not offered.

In assessing the risk of doing business with the State of Idaho, vendors should consider the following. The State of Idaho has waived its sovereign immunity for torts as described in the Idaho Tort Claims Act, Idaho Code title 6 chapter 9. To the extent that the State or its employees have committed a tort, contractors have legal remedies available through that act. Tort liability is funded by the Idaho Legislature through an appropriation to the Retained Risk Program and appropriation issues do not arise in actions under the act. In addition, under existing Idaho court decisions, the State does not have sovereign immunity for contract claims arising from a properly entered contract. If the State is in breach of its contract obligations, contractors have the legal remedies available under any contract. Lastly, States are generally prohibited from the benefits of the federal bankruptcy laws. Unlike private companies, an indemnification clause is not required to preserve a remedy through the company's insurer should the company declare bankruptcy.

Public Records

All Idaho agencies are subject to the Idaho Public Records Act, Idaho Code title 74, chapter 1. State agencies cannot by contract vary the requirements of the Act or agree to violate the Act by withholding records properly subject to release under the Act. The State of Idaho Standard Terms and Conditions provision concerning disclosure of public records has been drafted to allow contractors to designate records as exempt under the provision of the Act if the contractor agrees to defend that designation and to indemnify the State of Idaho for any costs and penalties imposed under the Act. Variation of this term is not offered.

Assignments

Idaho code section 67-9230 prohibits the transfer of a contract issued by the Division of Purchasing without written approval by the Administrator and the Idaho Board of Examiners. At the option of the Administrator, a contract transferred in violation of this provision can be annulled. Idaho Code section 67-1027 provides that the Idaho Controller shall not pay an assignee of a contract if the assignment has not been approved by the Idaho Board of Examiners. The State of Idaho Standard Terms and Conditions provision concerning assignment cannot be varied in a way that allows assignment without approval of the Administrator and the Idaho Board of Examiners.

Governing Law, Jurisdiction and Venue, Arbitration, Waiver of Jury Trial

As a sovereign state, the State of Idaho is not subject to the jurisdiction of the courts of its sister states. The Idaho legislature has not consented to the waiver of this limitation by state agencies. The 11th amendment to the United States Constitution provides limitations on the jurisdiction of federal courts over claims against the State of Idaho. IDAPA 38.05.01.112, approved by the Idaho Legislature in 2015, provides that terms subjecting the State of Idaho to the jurisdiction of the courts of other states are void.

Agencies of the State of Idaho are subject to Idaho law and cannot vary the legal provisions governing the agency by contract. Based on this limitation, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to all of a contract. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to a portion of the contract.

Idaho Code section 29-110 provides that any term of a contract subjecting a party to arbitration conducted outside the State of Idaho is void. IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to arbitration. At this time, the Office of the Attorney General does not generally advise agencies to consent to arbitration. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to an arbitration provision.

IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to waiver of the right to a jury trial. At this time, the Office of the Attorney General does not generally advise agencies to consent to waiver of the right to a jury trial. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to waiver of the right to a jury trial.

Payment Terms

Idaho Code section 67-2302 establishes the general legal requirements for payments by Idaho agencies. Among other things, this section prohibits full payment on partial deliveries and establishes a statutory rate of interest and penalties on late payments. Idaho agencies cannot vary these terms by contract.

Limitations of Liability

As a public entity representing Idahoans, requests to limit the liability of a contractor are considered as matters of public policy. Limitations of liability are authorized only when it is appropriate for the taxpayers of Idaho to bear the risk of the contractor's breach or where the limitation is in excess of any reasonable contractor liability under the contract. In general, it is the policy of the Division of Purchasing to expect contractors to secure insurance to provide for the reasonable risks of operating the contractor's business. As representatives of all Idahoans and a matter of public policy, the Division of Purchasing will not approve limitations of liability for death or personal injury or damage to real property.

ATTACHMENT 1 -- OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP Section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP Section, enter "General" in column 2. If the question is in regard to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

KRFP2605 / IPRO RFP1382 Crisis Residential Placement

Question	RFP Section	RFP Page	Question	Response
1				
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ATTACHMENT 2 -- MODIFICATION AND EXCEPTION FORM

KRFP2605 / IPRO RFP1382
Crisis Residential Placement

Instructions: Instructions: This form must be submitted, by email, to the RFP Lead by the Deadline to Receive Questions indicated in the RFP Administrative Information Section, page 1 of this RFP. If you are proposing modifications or exceptions to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference, see RFP Section 2.3 for a full explanation of the process surrounding Offeror-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP Section 2.3.1.

The determination of materiality will be made at the State's sole discretion.

Note to Offeror: This form must be submitted during the Question period only. DO NOT SUBMIT WITH YOUR PROPOSAL.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

ATTACHMENT 3 -- PRE-PROPOSAL CONFERENCE REGISTRATION FORM

PRE-PROPOSAL CONFERENCE	Date: Monday, July 27, 2026, 2:00 p.m. Mountain Time
Agency: Idaho Department of Health and Welfare	RFP #: KRFP2605 / IPRO RFP1382 Title: Crisis Residential Placement

Verbal Information: Questions concerning an RFP must be directed in writing to the RFP Lead in the time period prescribed in the RFP document. Vendors are cautioned against relying on any verbal information, reliance on any verbal representation is at the Vendor's sole risk. The RFP may only be amended by written documentation posted to the State's eProcurement System, IPRO.

To receive conference details, participants must register for the Pre-Proposal Conference **no later than Friday, 07/24/2026, 5:00 p.m. Mountain Time by submitting the completed Attachment 3 -- Pre-Proposal Conference Registration Form via e-mail to the RFP Lead at Cassandra.DiBonaventura@dhw.idaho.gov**. Late registrations will not be guaranteed to receive conferencing information. Vendors are strongly encouraged to submit questions to the RFP Lead prior to the pre-proposal conference. Any oral answers given by the Department during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the vendor's own expense.

PLEASE PRINT:

Name	Company	Email Address	Phone Number

ATTACHMENT 4 -- STATE SIGNATURE PAGE



IDAHO DEPARTMENT OF
HEALTH & WELFARE

BRAD LITTLE - Governor
JULIET CHARRON - Director

Staci Phelan, Administrator
Division of Management Services
Bureau of Compliance
450 West State Street, 9th Floor
PO Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-5578
FAX 208-334-5694

Both the Technical Proposal and Appendix A - Cost and Billing Procedure must be uploaded in IPRO. THIS SIGNATURE PAGE MUST BE SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING OFFER AND UPLOADED IN THE APPROPRIATE QUESTION SECTION IN IPRO.

NO LIABILITY WILL BE ASSUMED BY THE DEPARTMENT OF HEALTH AND WELFARE FOR AN OFFEROR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE OFFEROR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE OFFEROR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE OFFEROR'S RESPONSE TO THE SOLICITATION.

Submit your Proposal package as directed in Section I, page 1 of the RFP.

This RFP response is submitted in accordance with all documents and provisions of the specified RFP Number and Title detailed below. By my signature below I accept the CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this RFP was issued, as included or incorporated by reference into this Solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this Solicitation.

Please complete the following information:

OFFEROR (Company Name) _____ RFP: KRFP2605 / IPRO RFP1382

ADDRESS _____ RFP TITLE: Crisis Residential Placement

CITY, ST, ZIP _____

PHONE _____ FEIN/SSN# _____ E-Mail _____

THIS SIGNATURE PAGE MUST BE SIGNED AND UPLOADED IN THE APPROPRIATE QUESTION SECTION IN IPRO.

Signature

Date

Printed Name

Title

ATTACHMENT 5 -- COVER FORM

KRFP2605 / IPRO RFP1382

Crisis Residential Placement

(M) Attachment 5, Cover Form must be completed, signed, and uploaded in the appropriate Question Section in IPRO.

Requirement	Response
Offeror's corporate or other legal entity status	☐ Corporation ☐ Limited Liability Corporation (LLC) ☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other (specify)
Offeror's Tax Identification Number	EIN:
Offeror's UEI Number	UEI:
Is Offeror a legal entity with the legal right to Contract?	☐ Yes ☐ No
Does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 3.1.7 and the State of Idaho Contract Terms and Conditions with Article 6 in Appendix C?	☐ Yes ☐ No
Is Offeror in compliance with applicable equal employment regulations?	☐ Yes ☐ No
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies?	☐ Yes ☐ No
Firm(s) and or staff responsible for writing the Proposal?	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	☐ Yes ☐ No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	☐ Yes ☐ No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and or termination of the Contract?	☐ Yes ☐ No

Signed By: _____

Printed Name: _____

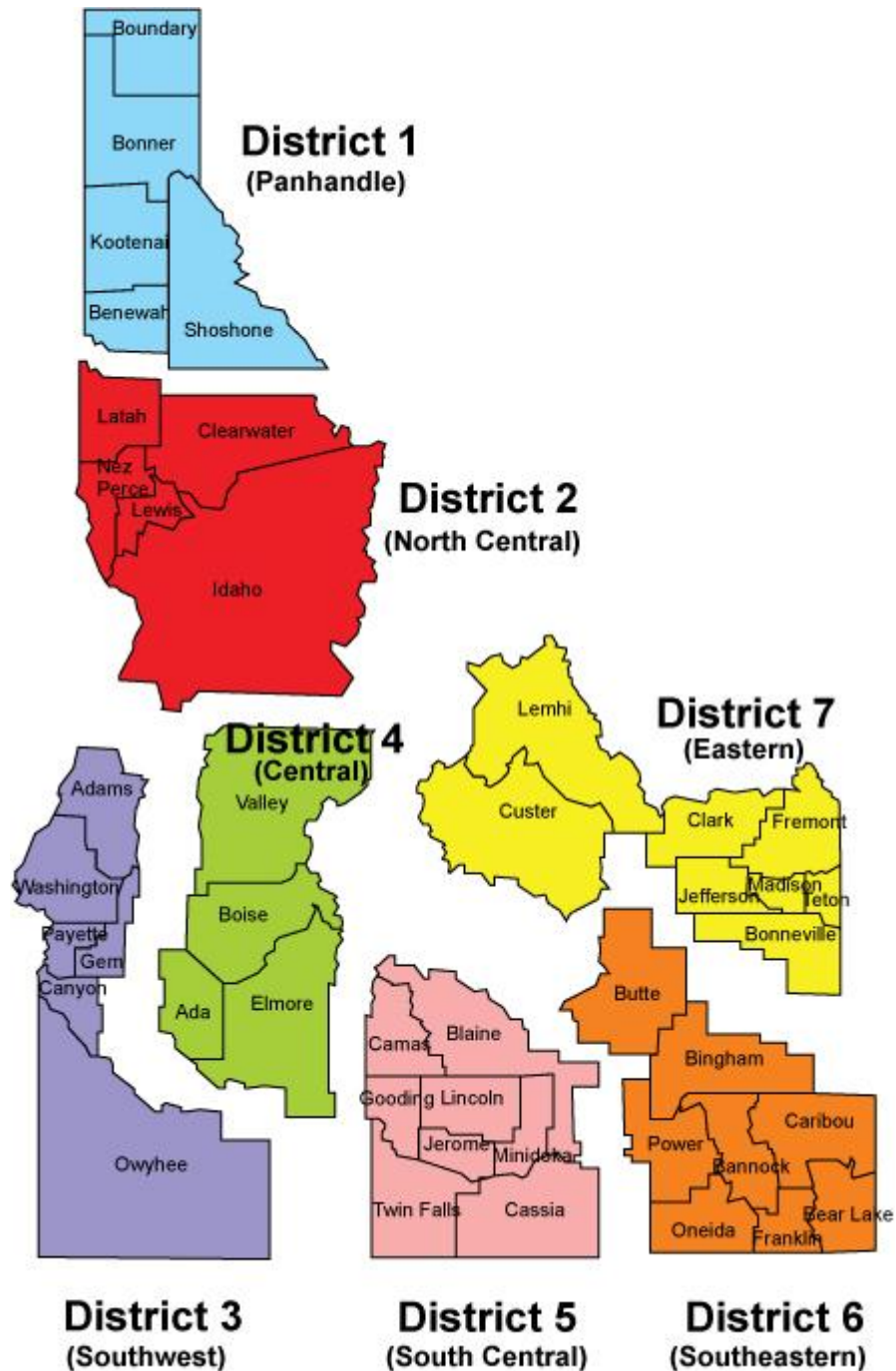
Company Name: _____

Date: _____

ATTACHMENT 6 -- DISTRICT MAP

KRFP2605 / IPRO RFP1382

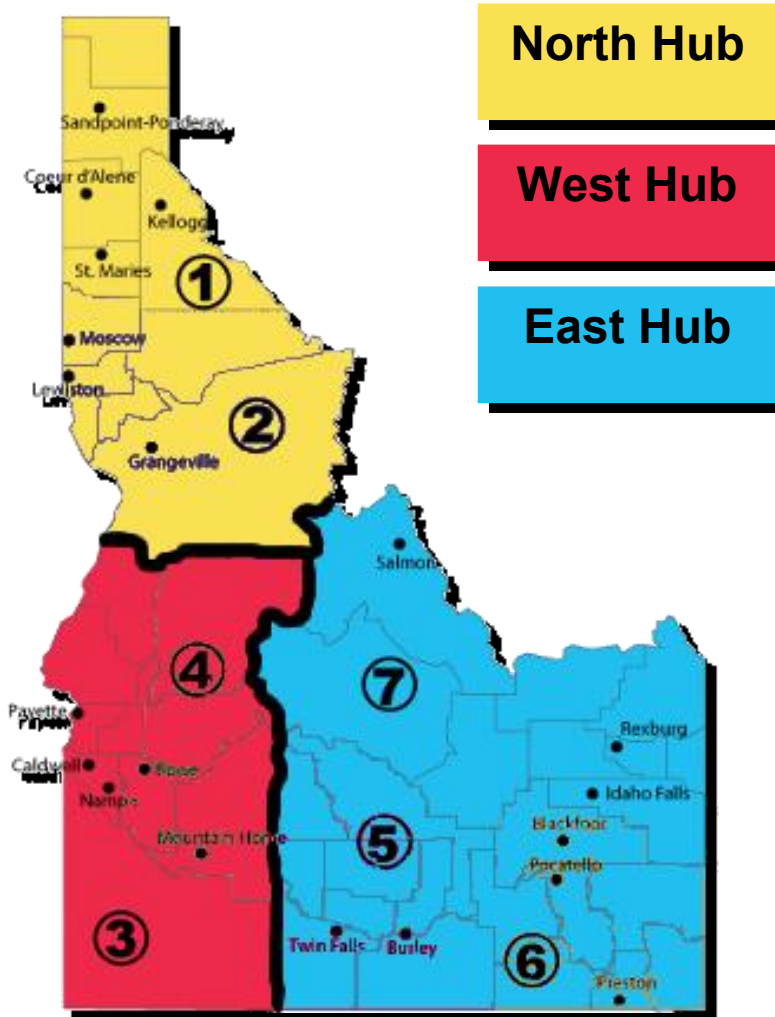
Crisis Residential Placement



ATTACHMENT 7 – HUB MAP

KRFP2605 / IPRO RFP1382

Crisis Residential Placement



HUB ONE

District 1: Benewah, Bonner, Boundary, Kootenai, Shoshone

District 2: Clearwater, Idaho, Latah, Lewis, Nez Perce

HUB TWO

District 3: Adams, Canyon, Gem, Owyhee, Payette, Washington

District 4: Ada, Boise, Elmore, Valley

HUB THREE

District 5: Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

District 6: Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power

District 7: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton