



PRE-PROSECUTION DIVERSION GRANT AWARD AGREEMENT

This Pre-Prosecution Diversion ("PPD") Grant Award Agreement ("Agreement") is entered into by and between the Idaho Department of Correction ("IDOC") and the County of Canyon ("Grantee"), referred to herein as a "Party" or "the Parties" collectively, for the services described in Grantee's application ("Proposal") received on or about March 10, 2023 and approved by the Early Engagement Implementation Team of the Behavioral Health Council on or about May 30, 2023.

WHEREAS, the PPD grant program was a recommendation of the three-branch Behavioral Health Council and adopted by Governor Little on February 4, 2022, as part of the Leading Idaho Plan, which expanded behavioral health resources in Idaho; and

WHEREAS, the Governor's request was fully funded by the Idaho Legislature on April 6, 2023, and included in IDOC's fiscal year 2023 budget; and

WHEREAS, Grantee is an eligible applicant and recipient of PPD funds, and has submitted a Proposal to IDOC in accordance with the PPD grant application; and

WHEREAS, IDOC has accepted the proposal and budget, and all subsequent modifications, which are incorporated herein by reference; and

WHEREAS, the Idaho Behavioral Health Council recommended Grantee for an award of PPD funds; and

WHEREAS, after review of acceptable expenditures, Grantee is being awarded one million eight hundred and twenty-nine thousand and five hundred and thirteen dollars and thirty-five cents (\$1,829,513.35) pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

This Agreement shall be effective as of the date of the last signature obtained and will remain in full force and effect until June 30, 2026, or until funding is fully expended by Grantee; unless, terminated earlier in accordance with this Agreement, whichever is earlier.

2. SCOPE OF WORK & BUDGET

Notwithstanding the Special Conditions, Grantee shall complete the scope of work as per the accepted Proposal, and pursuant to any revisions to the budget and/or program that have been received to date or issued hereafter through the amendment process.

3. SPECIAL CONDITIONS

Grantee agrees to the following special conditions:

28-075



- a. Pre-award costs are not permitted.
- b. Grantee shall keep all awarded funds in a separate, non-interest-bearing account, for the sole use of performing the scope of work in the Proposal.
- c. Unspent funds, or funds spent on unallowable or unauthorized costs shall be repaid to the State of Idaho within 5 business days of demand.
- d. All Grantee points of contact for this award must successfully attend an IDOC financial management and grant administration training within 60 days of Grantee's acceptance of the award.
- e. IDOC will immediately require repayment of award funds if Grantee fails to comply with the conditions of this Agreement. Grantee's failure to comply may also lead IDOC to impose additional appropriate conditions on this award or to refuse to award future grants to Grantee.
- f. Grant funds determined to have been misspent or improperly held must be returned immediately to IDOC upon request. Grantee is subject to legal action, including civil and criminal penalties, if funds are not returned upon request. Grantee is subject to legal action, including civil and criminal penalties, if funds are not returned upon demand.
- g. If Grantee currently has other active awards of funds for similar work, or if the Grantee receives any other such award of funds during the period of performance of this Agreement, the Grantee must promptly determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Agreement. If so, Grantee must promptly notify IDOC in writing of the potential duplication, and, if requested by IDOC, must seek a budget-modification or change-of-project-scope adjustment notice to eliminate any inappropriate duplication of funding.
- h. Grantees are responsible for monitoring their partners for compliance with the terms and conditions of this Agreement.
- i. Unless indicated in the Proposal, Grantee is restricted from sub-granting or contracting the scope of work without prior written approval of IDOC.

4. REPORTS

Grantee agrees to provide and email all required reports to grants@idoc.idaho.gov and cstarr@idoc.idaho.gov, as outlined below.

Frequency	Type	Period	Due
Monthly	Financial	Prior month	10 days after month end
Quarterly	Progress	Prior quarter Q1 – Jul, Aug, Sep Q2 – Oct, Nov, Dec Q3 – Jan, Feb, Mar Q4 – Apr, May, June	10 days after quarter close
Annual	Progress & Financial	July 1 – June 30	15 days after Year end
Program End	Progress & Financial	Program period	30 days after program end



a. **Monthly Financial Report**

Grantee shall submit a monthly financial report on its expenditures against the balance of the grant funds paid. The report shall contain a full accounting of expenses and shall include a bank statement and explanation of the expense, and all backup documentation such as receipts, payroll records, timekeeping, etc. Even if no expenditure occurred, the report must be submitted with an explanation.

b. **Quarterly Progress Report**

Grantee shall submit a quarterly progress report that provides IDOC with specific details about progress, accomplishments, upcoming work, and other details concerning the project that gives a robust picture of the project. This information will allow IDOC can evaluate performance and give both Parties the opportunity to request changes. Even if no progress occurred, the report must be submitted with an explanation.

c. **Annual Report**

Grantee shall submit an annual report which is a summary of the monthly financial and quarterly progress reports.

d. **Program End Report**

Grantee shall submit a program end report, which is a summary of all the quarterly progress reports for all years of the program. The program end report shall contain a final accounting of all expenditures and a summary of results. More specifically, the report must note how Grantee did or did not meet the goals and objectives set forth in its grant application.

5. GRANTEE RESPONSIBILITIES

Grantee shall:

- a. Perform the services set forth in this Agreement and its Proposal consistent with all requirements of federal, state, local laws, and regulations applicable to Grantee.
- b. Represent and warrant that it has or will retain the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned or contracted by Grantee to perform any such work will be qualified to perform the assigned duties. Grantee does not undertake responsibility for any particular result but will use best efforts to professionally and diligently provide the services contemplated by its Proposal and this Agreement.
- c. File all required reports on or before the due date.
- d. Retain all grant documentation for the entirety of the award period and for three (3) years after the closeout of the grant.

6. IDOC RESPONSIBILITIES

IDOC shall:

- a. Provide funding for the grant award.
- b. Monitor grant reporting and expenditures to ensure the terms of the Agreement are met.



- c. Assist Grantee with any question/concerns regarding the grant award.
- d. Retrieve and return to the State of Idaho all grant monies awarded to Grantee that are not utilized consistent with the terms and conditions of this Agreement or spent within the allocated period of time.

7. EFFECT OF FAILURE TO ADDRESS AUDIT ISSUES

Grantee understands and agrees that IDOC will require repayment of all funds determined to have not been administered or spent in accordance with this Agreement should the Grantee not satisfactorily and promptly address outstanding issues from audits, or other outstanding issues that arise in connection with audits, investigations, or reviews of IDOC awards.

8. POINTS OF CONTACT

IDOC Program Point of Contact:
Christine Starr, IDOC Chief of Staff
cstarr@idoc.idaho.gov
208.658.2000

IDOC Financial Point of Contact:
Nicole Bohrn, IDOC Grants Officer
grants@idoc.idaho.gov
208.658.2000

Grantee Program Point of Contact:
Bryan Taylor
Bryan.Taylor@canyoncounty.id.gov
208.454.7391

Grantee Financial Point of Contact:
Zach Wagoner, Canyon County Controller
Zach.Wagoner@canyoncounty.id.gov
208.455.6080

Grantee Grant Administrator:
Nikole Zogg, Director, Southwest District Health
Nikole.Zogg@phd3.idaho.gov
208.455.5315



9. PAYMENT AND INVOICING

Grantee shall receive a total of \$1,829,513.35 upon invoice to IDOC. All invoices must include the grant number as shown at the top of this Agreement. IDOC will process payments within thirty (30) days from the date of Grantee's billing. All invoices are to be sent directly to the following email address: grants@idoc.idaho.gov. Grantee may use its own form for invoicing.

10. TAXES

Grantee shall be responsible for paying all local, state, and federal sales and employment-related taxes and benefits, such as but not limited to, federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.

11. SUFFICIENT APPROPRIATION

IDOC is a government entity whose ability to receive the services contemplated under this Agreement depends upon Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or IDOC beyond the term of any particular appropriation of funds or spending authority by the Idaho Legislature as may exist.

12. TERMINATION

a. Termination for Convenience

Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice, specifying the date of termination. Upon termination of the Agreement under this subsection, Grantee will return unexpended funds to IDOC for services not accepted by the State as valid and applicable up to the date of termination. No later than thirty (30) calendar days from the effective date of termination, under this subsection, Grantee must provide IDOC with a settlement statement showing the amount Grantee claims is owed under this subsection with supporting documentation; provided that in no event will the total payments exceed the amount payable to Grantee if the Agreement had been fully performed.

b. Termination for Cause

IDOC may terminate this Agreement immediately upon written notice if at any time Grantee or its partners are in material breach of any warranty, term, condition, covenant, or obligation under this Agreement and fails to provide a plan to cure that breach within five (5) days written notice thereof. If the Agreement is terminated for default or non-compliance, Grantee will be responsible for any costs and any damages incurred by IDOC. IDOC, 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, and collection.



c. Effect of Termination

Upon notice of termination by IDOC, Grantee shall: (i) promptly discontinue all work, unless the termination notice directs otherwise; (ii) promptly return to the State of Idaho any funds provided by IDOC pursuant to this Agreement; (iii) deliver or otherwise make available to IDOC all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Grantee in performing this Agreement, whether completed or in process.

If IDOC's initial payments exceed Grantee's costs for completed deliverables, the balance shall be returned to IDOC.

13. MODIFICATION

The Parties hereto may at any time hereafter modify or amend this Agreement by a subsequent written agreement executed by both Parties. This Agreement may not, however, be changed orally, nor shall it be deemed modified in any way by any act of the Parties hereto. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both IDOC and Grantee.

14. ASSIGNMENTS

Assignments under this Agreement are prohibited.

15. SUBCONTRACTING

Subcontracting under this Agreement is prohibited unless approved and authorized by IDOC. IDOC at the time of this agreement, has granted approval for the Grantee to contract with Southwest District Health "SWDH" a governmental entity to oversee portions of the scope of work.

16. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the state of Idaho. The Parties hereby consent to the jurisdiction of the Ada County Court in the State of Idaho in the event of any dispute with respect to this Agreement.

17. ATTORNEYS' FEES

In the event of a legal proceeding of any kind instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing Party shall be awarded such additional sums as the court may award for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding, including those on appeal.

18. RELATION OF PARTIES

IDOC is interested only in the quality of service or services provided, and that the award is lawfully utilized. The conduct and control of the work will be solely with Grantee. Grantee is not an officer,



employee, or agent of IDOC, as used in Idaho Code § 6-902, et al., and is not entitled to any benefits provided by IDOC to its employees.

19. INDEMNIFICATION AND INSURANCE

Except in the case of the sole negligence or willful misconduct of IDOC, Grantee shall indemnify, defend and hold harmless the State of Idaho, IDOC, the Idaho Board of Correction members, and IDOC's officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees (including those of the State's attorneys) and costs and lawsuits whatsoever (including without limitation all claims involving damage to real or personal property, civil rights claims, claims arising from an offender injury or death, or claims of infringement of a patent, copyright, trade secret or trademark) caused by or arising out of the performance, acts or omissions under the Agreement by Grantee or any of its officers, agents, representatives, employees or arising from or related to a failure to comply with the state or federal statute, law, regulation or rule by Grantee or any of its officers, agents, representatives, employees.

Nothing in this Agreement is a waiver of sovereign immunity, which right is expressly reserved.

If Grantee is another State or governmental entity, each Party shall be responsible for its own liability, losses, expenses, fees, and costs, except any gross negligence assigned to the Party at fault.

IDOC is a State of Idaho agency and is provided a comprehensive liability plan through the Risk Management Program established under Idaho Code section 67-5773 et seq., which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 et seq. Evidence of financial responsibility will be provided upon request and will consist of a Certificate of Financial Responsibility.

Grantee is insured by: A set of insurers, including for most purposes related to this Agreement, Munich Re and Travelers

20. FORCE MAJEURE

Neither Party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, riots, strikes, freight embargoes, or unusually severe weather, provided that in all cases Grantee shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of Grantee. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Grantee's finances shall not be a Force Majeure.



21. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds Grantee to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Grantee is also bound by law to the Idaho Human Rights Act, Title 67, Chapter 59, Idaho Code.

22. NO AUTHORITY TO BIND THE DEPARTMENT

Grantee has no authority to enter into agreements on behalf of IDOC. This Agreement does not create a partnership between the Parties, and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between IDOC and Grantee in any respect.

23. CONFIDENTIALITY

Any and all reports, analyses, and data, whether statistical or otherwise, created pursuant to this Agreement are governed by the Idaho Public Records Act, Idaho Code Section 74-101, et seq.

24. USE OF THE STATE OF IDAHO NAME

Grantee shall not, prior to, in the course of, or after performance under this Agreement, use IDOC's name in any advertising or promotional media, including press releases, as a customer or client of Grantee without the prior written consent of IDOC.

25. SEVERABILITY

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

26. HIPAA

Grantee understands, recognizes, and acknowledges that given the work associated with the award, Grantee will come into possession of Protected Health Information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Grantee agrees to, and warrants that it will, fully comply with the terms of HIPAA in its handling of PHI.



27. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter of this Agreement and may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

[SIGNATURE PAGE FOLLOWS]



Idaho Department of Correction

Josh Tewalt, Director

Date: _____

Canyon County Prosecutor's Office

Bryan Taylor, JD, PhD, Prosecuting Attorney

Date: July 12, 2023

Canyon County Commissioners

DATED this 12th day of July, 2023.

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leshe Van Beek	<u>✓</u>	_____	_____
_____ Commissioner Brad Holton	<u>X</u>	_____	_____
_____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: U Rose
Deputy Clerk



APPENDIX A – QUARTERLY PROGRESS REPORT TEMPLATE

1. Report Name:

Name your report. This can be as simple as the project name and the date of the report.

2. Project Health:

Is the project on track, at risk, or delayed?

3. Summary:

Include a short description of the most important takeaways from your project status report here. Keep in mind that busy stakeholders may only look at this section, so include any highlights or challenges the entire team needs to know about

4. Key Area 1 (High-Level Overview):

Specific details about progress, accomplishments, and upcoming work.

5. Key Area 2 (High-Level Overview):

Specific details about progress, accomplishments, and upcoming work.

6. Key Area 3 (High-Level Overview):

Specific details about progress, accomplishments, and upcoming work.

7. Additional Information and Links:

Link to relevant project details or higher-level project information that stakeholders might be curious about. This section is a chance for team members to dig deeper on specifics or understand how the project initiative fits into your larger strategic goals.

8. Challenges:

List any challenges you are facing and how you plan to resolve them.

9. Additional Notes or Highlights:

List additional information your team needs to know such as highlights and next steps.