



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: Tuesdays & Thursdays at 9:00 a.m. Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

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### **Tuesday, February 24, 2026**

#### **9:00 AM Business Meeting (action items)**

##### **Agenda:**

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Ashley Bringhurst, D6 Treatment, requesting approval of and signature on Service Order Form with Qualifacts (requested 15 minutes) (action item)
- Shanda Crystal, Procurement, seeking to discuss (1) potential signature on project agreement with PaveConnect through the Equalis cooperative, (2) potential signature on Contract for Brush Removal Projects with CR Fence Company, and (3) providing a Procurement update (requested 10 minutes) (action items)
- Kristi Klauser, Auditing, regarding an update pertaining to the Bannock County Events Fund (requested 5 minutes) (action item)
- Matthew K. Phillips, Human Resources/Risk Management, seeking approval for Memo requesting personnel leave with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (action item)

#### **RESOLUTIONS AND ORDINANCES (action items):**

#### **LETTERS AND NOTICES (action items):**

**SIGNATURE ONLY (action items):****CONSENT AGENDA (action items):**

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for February 17 and 19, 2026.



FOR COMMISSION OFFICE USE:	
DATE <u>2/24/26</u>	TIME _____

### Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

**Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by 5:00 PM the Wednesday prior to the scheduled meeting.**

Name/Department: Ashley Bringhurst/D6 Treatr  Phone/Email: 208-709-0033/ashley.bringh

Item to be considered: Qualifacts EHR contract

Informational background:

D6 Treatment needs to move to an EHR system from the state pro

1. What meeting are you requesting? 2/24/20
2. How much time will be needed for this agenda item? 15 minutes
3. Is Commission action requested (decision, approval, signature, or guidance)? Signature
4. Does this request involve a contract, agreement, external funding source, or award acceptance? YES
5. What is the potential financial impact of this request?
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO

8. Name and contact information for others who should be invited to attend:

Jason Dye and Kristi Klauser



## SERVICE ORDER FORM

<b>Customer Name:</b>	D6 Treatment - Bannock County
<b>Contact Name:</b>	Ernie Moser
<b>Address:</b>	1001 North 7th Ave. Ste. 260, Pocatello, ID 83201
<b>Phone Number:</b>	208-236-7331
<b>Email Address:</b>	commission@bannockcounty.gov
<b>Effective Date:</b>	2-24-2026
<b>Platform:</b>	InSync

This Service Order Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Order Form is made pursuant to, and is governed by, the Terms and Conditions between Vendor and Customer (the "Agreement"). Defined terms used but not defined in this Service Order Form are as defined in the Agreement.

1. **Software and Services** – Under this Service Order Form, Vendor shall provide the following products and services in order to develop a Master Configuration for Customer, and Customer shall pay the following fees to Vendor for such products and services on the payment dates set forth below.
  - (a) Monthly Recurring Charges for Vendor's Core Software.
    - i. Monthly charges for the Core Software set forth below will begin on the earlier of: (i) the Go-Live Date, or (ii) six months after the Term Start Date. The first month's Core Software fees will be pro-rated based on the date of the month on which earlier of the preceding event occurs.
    - ii. Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Users for that month, provided, however that Vendor's Core Software actual users that exceed contracted user counts in a given month will be invoiced at 105% current sales price.
  - (b) Monthly Recurring Charges for Add-On Products.
    - i. Upon the Go-Live Date, all Add-On Products will be charged for a full month. Upon commencement of month 13 following the Term Start Date and each year annually thereafter, the Sales Price for all Add-On Products shall be automatically adjusted to Vendor's then-current prices for such Add-On Products. Notwithstanding anything to the contrary in the Agreement and this Service Order Form, the provision of Add-On Products is at all times subject to Vendors' contractual relationships with the corresponding company.
    - ii. Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of usage for that month.
  - (c) Implementation Services and Other Non-Recurring Charges. Total upfront costs are due upon execution of this Service Order Form. Payment terms and charges Implementation Services and Other Non-Recurring Charges are as set forth below. Customer agrees and acknowledges there are no refunds for any upfront costs (including license purchase fees), recurring fees, or third-party fees.
  - (d) Exhibits. The Exhibits attached hereto are incorporated herein by reference.
  - (e) Terms and Conditions. Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of Vendor's Terms and Conditions located at [www.insynchcs.com/terms-conditions](http://www.insynchcs.com/terms-conditions). Customer will be required to accept such Terms and Conditions online upon logging into the Software and should review such documents in detail to ensure compliance. The Terms and Conditions are incorporated into this Service Order Form.
2. **Term & Product Innovation Increase** –
  - (a) This Service Order Form commences on the Term Start Date and continues through the Term End Date (the "Initial Term"). Thereafter, this Service Order Form will automatically renew for an unlimited number of 24 month renewal terms (each, a "Renewal Term"), unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term. The "Term" of this Agreement shall be the Initial Term and any Renewal Terms.
  - (b) In order to support Vendor's ongoing research and development of the Software, commencing 12 months from the Term Start Date, Customer's Monthly Recurring Charges will automatically increase on an annual basis by Fees for the Software will increase by the greater of (i) 5% or (ii) the then-current CPI (defined herein as the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items published by the US Department of Labor).
  - (c) Vendor recognizes that Customer is a governmental entity. Auto renewal of this Agreement shall occur only so long as Customer appropriates funds for execution of this Agreement. If sufficient funds are not appropriated for any given fiscal year,

this Agreement shall terminate at the beginning of the fiscal year for which funds are not appropriated. Vendor recognizes that the fiscal year for Customer begins on October 1st of each year.

### MONTHLY RECURRING CHARGES FOR CORE SOFTWARE AND ADD-ON PRODUCTS

Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
InSync - Growth Advanced	March 1, 2026	February 29, 2028	Per Named User	11	\$132.00	\$1,452.00
InSync Core Software - Named Interns	March 1, 2026	February 29, 2028	Per Named Intern	3	\$25.00	\$75.00
<b>Add-On Products:</b>						
Telemedicine Module	March 1, 2026	February 29, 2028	Per Provider	10	\$25.00	\$250.00
<b>Total Monthly Charges:</b>						<b>\$1,777.00</b>

### IMPLEMENTATION SERVICES

Option	Total Implementation Fee*	Terms	Description
Implementation Services Fees - Growth Advanced	\$7,500.00	Due Upon Effective Date	Go-Live Date To Be Established In Project Plan

### OTHER NON-RECURRING CHARGES

Service	Invoice Date	Quantity	Sales Price	Fee
Telemedicine Module - Setup Fee	Upon Effective Date	1.00	\$500.00	\$500.00
<b>Subtotal Non-Recurring Charges</b>	<b>Upon Effective Date</b>			<b>\$ 500.00</b>
<b>Subtotal Implementation Services</b>	<b>See Terms Above</b>			<b>\$7,500.00</b>
<b>Grand Total Implementation Services and Non-Recurring Charges</b>	<b>See Relevant Option Above</b>			<b>\$8,000.00</b>
Professional Services (Post-Project)	As Incurred			Dependent on service delivered
Travel Expenses	As Incurred (travel expenses not included in implementation fee listed above)			<b>Actual</b>

#### D6 TREATMENT - BANNOCK COUNTY

By: \_\_\_\_\_  
 Print: Ernie Moser  
 Title: Commissioner  
 Date: February 24, 2026

#### QUALIFACTS SYSTEMS, LLC

By: Jeremy Landa  
 Print: Jeremy Landa  
 Title: CFO  
 Date: Feb 18, 2026



## Exhibit – Product Descriptions

### CORE Product

**InSync Core Software – Named Interns** – Core Software is the web-based Electronic Health Record and Practice Management software, hosted and maintained by the Vendor for the Customer. The Customer is responsible for notifying the Vendor of any changes to active and inactive providers on a monthly basis. Should the Customer purchase any module and/or feature requiring unique Named User counts (e.g., eRx, EPCS, Telehealth, etc.), the Customer shall assume all responsibility for managing its Named User counts.

An Intern a student or trainee who works, sometimes without pay, at a trade or occupation in order to gain work experience.

For purposes of this Term Sheet, the Vendor's normal support business hours are Monday through Friday, 8 AM – 8 PM Eastern time. "Customer Training" is defined by options outlined later in this document within the Project Plan if applicable.

**InSync - Growth Advanced** - The Growth Advanced Package by Qualifacts is designed to meet the needs of mid-sized and agencies with multiple services lines, multiple payers, or growing clinical staff needs. seeking a comprehensive, scalable platform to manage care delivery and operations. Building on the robust foundation of the Growth Core Package, this advanced offering provides enhanced functionality, AI-powered efficiencies, and prioritized support to streamline workflows and elevate the patient experience.

Key Features Include:

- InSync EHR – A powerful and intuitive EHR system tailored for complex organizational needs in behavioral health and human services.
- Expanded Data Storage – Additional capacity to securely manage higher volumes of patient data and documentation.
- Preloaded Clinical Codes – Standardized diagnosis and procedure codes to support accurate and compliant clinical documentation.
- Enhanced Patient Engagement Tools – Engage patients with a dedicated portal, bulk messaging, and expanded appointment reminder options to reduce no-shows and increase communication.
- AI Clinical Documentation – Intelligent features designed to optimize staff workflows and reduce administrative burden enhance decision-making. This feature is currently scheduled to be available for use in Q3 2025 and will become automatically available for use upon its actual release date.
- Inovalon Integration – Streamlined claims processing, remittance handling, and eligibility verification for efficient revenue cycle management.
- Priority Support Services – Receive faster response times and elevated support to ensure minimal downtime and uninterrupted care delivery.

The Growth Advanced Package empowers growing agencies to scale confidently while maintaining efficiency, compliance, and quality of care.

A comprehensive break-out of products included in the bundle with definitions are listed below:

**Named Users** – Customer is responsible for managing Active and Inactive Named Users monthly. Customer must declare Partial Users as such in the employee profile under Employment Type for that Named User. "Part-Time User" means a Named User who works less than 15 hours weekly. The Vendor reserves the right to audit the system for Customer's compliance with these definitions and Customer will be responsible for any financial ramifications associated with non-compliance. Vendor's normal support business hours are Monday through Friday, 8 AM – 8 PM Eastern time.

**Patient Engagement** – Vendor offers the ability for the Customer to create a set of decision-making questions to direct new and existing patients/providers to specific workflows based on the responses captured on the practice's corporate website. Included in the Patient Engagement solution:

- Redirect patients and/or providers to a default practice workflow if the answers provided do not map to a specific workflow.

Confidential & Proprietary



- View the history of changes for all decision-making input questions.
- The solution can be designed to approve registrations and/or appointment requests automatically, no need for user interaction, if desired.
- Present patient forms/assessment tools that can be completed during registration.
- The solution supports practice-configured reasons for visits via a picklist allowing select options for the reason of visit for the appointment or referral.
- Send email notifications to patient/someone else for approved/declined registration and appointment requests once reviewed, accepted and/or rejected by the practice.
- Send "To Do" notifications to configured recipients, primary provider, appointment provider and/or care team upon completing the workflow.
- Utilize the External Requests for Patient Engagement to track, approve, and/or decline patient requests.

**Appointment Reminders** – Integrated appointment reminder system which allows the Customer to automatically send their appointment reminders via text message, voice message, or email. The messages can be personalized by the Customer, and the reminders can be configured to only be sent out for specific providers/services if need be. Customer is receiving up to 3,000 transactions within the bundle. Additional blocks of 1,000 transactions can be purchased for an additional fee. If actual usage exceeds 3,000 transactions, Vendor will notify Customer and a Service Change Form will be required to contract for additional block.

**Storage** – Storage within the system for attachments; this includes documents that are scanned and attached to records. (Customer will receive 150GB of storage at no cost. Additional blocks of 25GB can be purchased for an additional fee. If actual usage exceeds 25GB, Vendor will notify Customer and a Service Change Form will be required to contract for additional block.

Note: Customer is responsible for provisioning the module so that only the properly authorized users have access and management of the stored content.

**American Psychiatric Association DSM-5-TR Permission –**

- "USER" is defined as a named individual who (a) accesses, uses, or manipulates DSM-5-TR content contained in InSync; or (b) accesses, uses, or manipulates InSync to produce or enable an output (data, reports, or the like) that could not have been created without DSM-5-TR embedded in InSync even though DSM-5-TR may not be visible or directly assessable. Customer has the right to use Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision Classification (Codes and Disorder Names Only, pp. xiii-xi), English Language Only, hereby known as "DSM-5-TR", solely in conjunction with its use of the Software and not for any other purpose.
- Customer is solely responsible for identifying each and every one of their Named Users who require permission for the APA DSM-5-TR codes and descriptions.
- As between the parties, Customer shall be responsible for the accuracy and completeness of all permissioned user count data when it is input into the InSync Enterprise System.
- The rights to use DSM-5-TR are nontransferable, nonexclusive, and for the sole purpose of internal use by Customer in the United States and in the English language only.
- The use of any portions of DSM-5-TR other than those expressly allowed hereunder is prohibited.
- The distribution, publishing, translating, or transferring of DSM-5-TR is prohibited.
- The creation of derivative works based on DSM-5-TR, or selling, leasing, or licensing the product or otherwise making DSM-5-TR available to a non-authorized party is prohibited. Customer is responsible for ensuring each of its Named Users complies with the terms of use of DSM-5-TR.
- Each Named User may only make copies of DSM-5-TR as necessary for use of the Software.
- The copyright of DSM-5-TR is owned by the American Psychiatric Association ("APA") and all notices of proprietary rights, including trademark and copyright notices must appear on all back-up archival copies made.
- DSM-5-TR is hereby provided "as is." Neither Vendors, nor the APA, hold any liability for consequential or special damages or lost profits for accuracy or completeness of data related to DSM-5-TR. Vendor does not guarantee that DSM-5-TR will meet any requirements for Customer or any Named User. It is the sole responsibility of Vendor to use reasonable efforts to correct errors in DSM-5-TR as incorporated into the Software. The APA and Vendor disclaim any liability for any consequences for use, misuse, or interpretation of the information contained or not contained in DSM-5-TR.



- Disclaimer of Warranties: APA EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO QUALIFACTS' USE OF DSM-5-TR ("THE WORK") IN THE SOFTWARE.
- APA WILL NOT BE LIABLE TO QUALIFACTS OR CUSTOMER, OR ANY THIRD PARTY, FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. QUALIFACTS AGREES THAT THE ENTIRE LIABILITY OF APA WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID FOR THE LICENSE.
- Disclaimer of Medical Liability: DSM-5-TR is not a substitute for, is not designed to, and does not provide, medical advice. It is a guide for clinicians. Every clinician should use his or her own medical judgment and skill in diagnosing mental illness. APA shall not be liable to Vendors, Customer, or any third party if readers of DSM-5-TR disregard professional medical advice, or delay in seeking such advice, because of something they have read in DSM-5-TR. APA shall not be liable to Vendors, Customer, or any third party if readers rely solely on the information in DSM-5-TR in making diagnosis, or in place of seeking professional medical advice. **RELIANCE ON ANY INFORMATION CONTAINED IN DSM-5-TR IS SOLELY AT THE READER'S OR USER'S OWN RISK.**
- Moreover, APA is not responsible or liable to Vendors, Customer or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. APA neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.
- Termination: Customer's rights to use DSM-5-TR hereunder terminate automatically if either the Agreement or SCF expire or are terminated for any reason.
- In the event that a provision is determined to violate any law or is unenforceable, the remainder of these terms shall remain in full force and effect. The DSM-5-TR diagnosis data set for mental disorders Vendor received from the American Psychiatric Association ("APA") does not include mappings between the DSM-5-TR diagnosis codes and the specifiers and severity codes required for some diagnoses. As a result, when a User selects a diagnosis that requires a specifier and/or severity code in InSync, the User must manually type that specifier and/or severity code into a text box provided in the user interface. In the alternative, certain InSync customers have formed a workgroup and created the mappings between the DSM-5-TR diagnosis codes and the specifier and severity codes. These custom mappings may be loaded into InSync as "descriptor lists" so that the workflow for selecting a specifier or severity codes includes a drop-down field for those codes. Because these custom mappings have neither been provided nor sanctioned by the APA, Vendors disclaims any and all liability and has no support obligations of any kind with respect to the content or use of those custom mappings by Customer or any User. If Customer elects to use those mappings, such use is entirely at the risk of the Customer.

**Qualifacts iQ – Clinical Documentation** - The Qualifacts iQ – Clinical Documentation product is an augmented artificial intelligence (AI) tool built into the Qualifacts EHRs. This AI tool is used to transcribe sessions and automatically convert the transcripts into unique session notes which are formatted based on industry standards (e.g. DAP) selected by your agency. The suggested session notes are made available to the clinician for their review and approval prior to signing off on the completed note. The Qualifacts iQ – Clinical Documentation AI engine is designed specifically for Qualifacts behavioral health customers using the best available Large Language Models and the Qualifacts industry-leading data set. This Qualifacts iQ – Clinical Documentation product is hosted in the Qualifacts, secure, privately hosted environment alongside of your Qualifacts EHR.

**Inovalon - Claims & Remits with RCM Intelligence** - Inovalon's Claims Management Pro is revenue cycle management software that includes Electronic Claims, Correct Coding Initiative (CCI) validation, Real-Time Claims Status Inquiry, Electronic Remittance Advice, Paper Claims, Medical Attachments, Denials management, and financial reporting. Transactions are assessed as Professional and Institutional claims (original, resubmitted claims and appealed claims) and electronic remittance advice delivered by Inovalon. RCM Intelligence is an additional application used with the Inovalon - Claims & Remits service that provides a cloud-based RCM analytics tool that delivers analytical dashboards to identify financial and operational trends allowing decision makers to discover, predict, visualize, model, and manage RCM data and performance with respect to Claim Transactions submitted via the RCM – Claims Management Pro service. Customer is receiving up to 1,500 transactions within the package. A transaction is considered an 837 and an 835, each of which counts as one transaction. Additional blocks of transactions can be purchased for an additional fee. If actual usage exceeds 1,500 transactions, Vendor will notify Customer, and a Service Change Form will be required to contract for additional blocks



- Medical Attachments & Paper Claims with postage and Claims Status Inquiry are processed at a much higher cost. Included with this product is usage up to \$25.00 per month for Medical Attachments & Paper claims and up to \$25.00 for Claims Status Inquiry. If volume exceeds this amount for either additional item, Vendor reserves the right to pass through the cost per each product to Customer.

**Inovalon - Eligibility** - Eligibility includes user workflow and interfaces to provide Customers the ability to submit Eligibility requests and receive Eligibility responses to those Payers accessible through the service. original, resubmitted claims and appealed claims) and electronic remittance advice delivered by Inovalon. Customer is receiving up to 1,000 transactions within the package. Additional blocks of 500 transactions can be purchased for an additional fee. If actual usage exceeds 1,000 transactions, Vendor will notify Customer, and a Service Change Form will be required to contract for additional blocks.

## Needs Based Products

**Telemedicine Module** – Vendor offers an integrated telehealth solution as an add on service per provider. We partner with Zoom for HIPAA compliant video/telehealth services. It includes access to group sessions and a waiting room.

## Non-Recurring Fees – (If Applicable)

**Telemedicine Module - Setup Fee** – One-time fee for the setup of the Telemedicine Module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.

## Revenue Cycle Management Services – (If Applicable)

## Implementation Services – (If Applicable)

**Implementation Services Fee – Growth Advanced** - Upon execution of this Agreement, Implementation fees are due in accordance with contract terms. Vendor and Customer will schedule a series of calls to kick-off the implementation. A Project Plan will be created to document the major items which are required for production-level use and must be delivered within the prescribed number of days from the Effective Date of this Agreement. This Project Plan will be signed by both the Vendor and Customer. The Project Plan will detail Vendor's and Customer's specific responsibilities, milestones and timelines which must be met in order to achieve the Go-Live date established in the Project Plan. Therefore, Vendor's Project Plan and timeline holds both Vendor and Customer accountable to meet milestones and deliverables on time. Any delay by Customer in completing these items will likely result in a corresponding delay in the Go-Live date and additional fees may apply. Vendor's Implementation will guide the Customer through the configuration, testing, and deployment of the Software. This process consists of understanding current business practices and assisting in the translation of these into efficient workflows. There are six (6) primary phases: Initiation, Discovery, Configuration, Validation & Training, Pre-GoLive, and Post-GoLive Support to provide Customer with a proven, structured, sequential approach to implementing software. Each phase begins with an overview and review of the activities to be completed during the phase, as well as outlining the expected time commitment needed by Customer Staff. Upon conclusion of each phase Customer and Vendor will sign-off on the Milestone acknowledging the activities for the corresponding phase are complete. To ensure success, the implementation phases are sequential. The project does not progress to the next phase until the preceding phase is complete and the Customer has agreed via a signed Milestone.

Description of tasks included in this project: The total fees for Configuration and Implementation Services associated with this Project are for the timeframe defined in the Project Plan. This Implementation Service includes up to 30 days of support after the first program/Customer unit goes live. Additional days of implementation support will be subject to a new Statement of Work.

Implementation services are only available during the start and end date of the signed Project Plan. Additionally, if it becomes necessary for Vendor to provide Implementation Services more than one (1) year after the Effective Date (hereinafter, the "Continued Implementation Services"), (i) the Implementation Services Fees set forth in this Service Order Form will not apply



to any such Continued Implementation Services, and (ii) any such Continued Implementation Services will require additional implementation fees that will be set forth in a Statement of Work entered into by the parties.

Implementation services are only available during the start and end date of the signed Project Plan. Included in the Implementation Services are the following:

- Project Management
- System Configuration – utilizing Vendor's best practice approach for clinical and billing workflows.
- Train-the-Trainer virtual training
- Total of two (2) virtual certifications (System Administrator Certification and RCM Certification) to be used within one (1) year of go live date.
- Post Go-Live Support – up to 30 days after the first program/Customer unit goes live. Post Go-Live support shall be provided by the Vendor implementation team.
- Standard Data Import. The Customer will provide data in the Vendor's standard data import template. Should the Customer request imports for tables not included in the standard data import template, scope will be reviewed to see if the request is possible and additional fees may apply. See Appendix A for specific details on data import. (Note: Data Import is subject to the Customer's current vendor allowances and data availability. The Customer's current vendor may charge a fee).
- The data import needs to be provided to Qualifacts and imported prior to transition to support. If customer provides data after transition to support, a statement of work will be provided to the customer with an additional fee.
- Data storage included in data import is up to one hundred and fifty (150) GBs. Any storage over one hundred and fifty (150) GBs will incur an additional monthly fee.

Configuration and Implementation for the following modules and features are included:

- Client & Employee data management
- Roles and Permissions
- Scheduling
- Dashboard
- Dynamic Forms: The best practice forms will be provided to the customer. Qualifacts will offer up to 10 hours of configuration to edit best practice dynamic forms or create new dynamic forms. When the 10 hours of configuration have been completed, customer will be responsible for any edits or new dynamic forms. If customer wants Qualifacts to perform additional edits to dynamic forms or build any new forms after the 10 hours, a Statement of Work will be provided to the customer for an additional fee.
- Standard Reporting - Module configuration only, report writing is not included
- To Dos and Messaging
- Patient\Client Portal
- Patient Engagement
- Configuration of Clinical workflows
- Document Manager
- Billing Configuration
- Claims
- Payments
- User Management
- Bed Board
- eMar
- Incident Report



- Random Lab Screening
- Audit manager
- Kiosk
- Rehabilitation Tracker
- Intake Tracker
- Referral Tracker
- Suboxone Tracker
- Alert Tracker
- Assessment Tools
- Wait List
- ROI Tracker
- Program Management
- Appointment Reminders
- DSM-5
- Inovalon-Claims and Remits
- Inovalon Eligibility
- Qualifacts- iQ- Clinical Documentation

Customer System Administrators. Customer shall at all times have at least one and no more than five (5) designated Customer System Administrators, who will be the primary points-of-contact between Vendor and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Vendor.



## Exhibit - DATA IMPORT

This is a detailed document about the data import that InSync delivers. This also provides information to have a successful data import process in changing to a new PM/EMR Software.

### Data Import:

Import of basic patient demographic, insurance master files, Scheduled Appointments (Future), providers, and referring providers from .xlsx or pipe (|) delimited .csv.

#### Patient Demographics:

- This is contingent on the client providing the data files in the correct format. Fields to convert and format available on pages 2 & 3.
- Note that **only** the fields listed below will be migrated into the InSync system.
- **No financial data will be converted. This includes:**
  - **Authorizations, Patient Balances, Fee Schedule**

#### Clinical information:

- All Clinical Data must be provided to InSync in PDF format. Any other formats will not be imported.
  - o Data Index file may be required to name documents appropriately.
- Clinical data is imported as PDF attachments in the document manager.
- This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.
- If client cannot provide clinical data in PDF format, client can use a 3<sup>rd</sup> party company called Ellkay for data migration. Client would be responsible for any fees incurred from 3<sup>rd</sup> party services.
- **Discrete Clinical data including diagnosis codes, current meds/allergies, treatment plans, pharmacies, etc. will not be migrated.**
- Upon first documentation entry in Insync, Diagnosis will need to be entered. From that point forward, the diagnosis will be carried forward in the system.

Please Note: During the final data import, the office will be held accountable to track everything entered their current software manually.

- Client is responsible for providing data to InSync in proper format. InSync cannot extract data from other software.
- Client's current software may charge the client a fee for exporting data.



### PATIENT DEMOGRAPHIC & INSURANCE DATA

Insync will provide a *Sample Template* that can be used to hold the Data. The client is responsible for sending the Patient Demographics & Insurance Data file to their Data Migration Specialist. If the data is not in the correct format, it will be the client's responsibility to correct and resend. Data needs to be provided in a xlsx or pipe (|) delimited .csv. Each data field listed as to be in its own column.

Patient Demographics:	
<ul style="list-style-type: none"> <li>▪ MRN Number (Pt ID)</li> <li>▪ Patient First Name*</li> <li>▪ Patient Middle Initial</li> <li>▪ Patient Last Name*</li> <li>▪ Patient Suffix</li> <li>▪ Patient SSN</li> <li>▪ Patient Date of Birth*</li> <li>▪ Patient Gender*</li> <li>▪ Patient Address 1*</li> <li>▪ Patient Address 2</li> <li>▪ Patient City*</li> <li>▪ Patient State*</li> <li>▪ Patient Zip Code*</li> <li>▪ Patient Home Number</li> <li>▪ Patient Work Number</li> <li>▪ Patient Mobile Number</li> <li>▪ Patient Email Address</li> <li>▪ Patient Marital Status</li> <li>▪ Patient Race</li> <li>▪ Patient Ethnicity</li> </ul>	<ul style="list-style-type: none"> <li>▪ Emergency Contact First Name</li> <li>▪ Emergency Contact Last Name</li> <li>▪ Emergency Contact Suffix</li> <li>▪ Emergency Contact Relationship</li> <li>▪ Emergency Contact Gender</li> <li>▪ Emergency Contact Addr 1</li> <li>▪ Emergency Contact Addr 2</li> <li>▪ Emergency Contact City</li> <li>▪ Emergency Contact State</li> <li>▪ Emergency Contact Zip</li> <li>▪ Emergency Contact Home Number</li> <li>▪ Emergency Contact Work Number</li> <li>▪ Emergency Contact Cell Number</li> <li>▪ Patient Primary Provider</li> <li>▪ Patient Referring Provider</li> </ul> <p><b>Note:</b> InSync can also import GuarantorContact information</p>
Patient Insurance Subscriber:**	Master Insurance List**
<ul style="list-style-type: none"> <li>▪ Primary Insurance Payer Name*</li> <li>▪ Primary Insurance Payer Addr 1*</li> <li>▪ Primary Insurance Payer Addr 2</li> <li>▪ Primary Insurance Payer Zip*</li> <li>▪ Primary Insurance Policy #*</li> <li>▪ Primary Insurance Copay</li> <li>▪ Primary Subscriber First Name*</li> <li>▪ Primary Subscriber Last Name*</li> <li>▪ Primary Subscriber Relationship*</li> <li>▪ Primary Subscriber Gender*</li> <li>▪ Primary Subscriber DOB*</li> <li>▪ Primary Subscriber Addr 1*</li> <li>▪ Primary Subscriber Addr 2</li> <li>▪ Primary Subscriber Zip*</li> <li>▪ Primary Subscriber DOB*</li> </ul> <p><b>Note:</b> InSync can also import Secondary and Tertiary Insurances</p>	<ul style="list-style-type: none"> <li>▪ Insurance Payer Name*</li> <li>▪ Insurance Address 1*</li> <li>▪ Insurance City*</li> <li>▪ Insurance State*</li> <li>▪ Insurance Zip Code*</li> <li>▪ Insurance Phone Number</li> <li>▪ Insurance Payer ID</li> <li>▪ Financial Class</li> <li>▪ Insurance Type</li> <li>▪ Effective from Date</li> <li>▪ Effective to Date</li> </ul> <p><b>Note:</b> Insurance information is not required if practice does not take insurance</p>



\*Required Fields for the data import

### Referring Providers

<ul style="list-style-type: none"> <li><input type="checkbox"/> Referring Provider Prefix</li> <li><input type="checkbox"/> Referring Provider First Name*</li> <li><input type="checkbox"/> Referring Provider Middle Name</li> <li><input type="checkbox"/> Referring Provider Last Name*</li> <li><input type="checkbox"/> Referring Provider Suffix</li> <li><input type="checkbox"/> Referring Provider Address 1</li> <li><input type="checkbox"/> Referring Provider Address 2</li> <li><input type="checkbox"/> Referring Provider City</li> </ul>	<ul style="list-style-type: none"> <li>▪ Referring Provider State</li> <li>▪ Referring Provider Zip code</li> <li>▪ Referring Provider Phone</li> <li>▪ Referring Provider Fax</li> <li>▪ Referring Provider Mobile</li> <li>▪ Referring Provider Email</li> <li>▪ Referring Provider NPI</li> <li>▪ Referring Provider Medicaid Number</li> </ul>
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### SCHEDULER DATA

Insync will import all future appointments starting from the implementation Go-Live Date. The client is responsible for sending the Scheduler Data file to their Data Migration Specialist. If the data is not in the correct format, it will be the client's responsibility to correct and resend. Scheduler data needs to be provided in a xlsx or pipe (|) delimited .csv.

Appointment Data	
▪ MRN	▪ Medical Record Number of the patient, or the externalMRN, whichever is possible.
▪ LName	▪ Last name of the patient
▪ FName	▪ First Name of the patient
▪ DOB	▪ Date of Birth of the Patient
▪ Resource Name	▪ Name of the resource, for that scheduler is being configured, and within that profile we need to place the appointment
▪ Visit Date	▪ Date of the appointment
▪ Visit Time	▪ Start time of the visit in HH:MI format (in 24 hrs. format)
▪ App Duration	▪ Duration of the appointment (Ex: \ 60 minutes = 1:00; 90 minutes = 1:30)
▪ Visit Types	▪ Visit Type should match the Types provided in the "Setup Workbook" (Pg.1). If an exact match is not found the appointment will be transferred as "Conversion"
▪ Appointment Comments	▪ (Optional) if there is any comment/note to be migrated.



## HOW TO PREPARE FOR DATA IMPORT

### Before Data Import

- ✓ InSync is responsible for importing the data. It is the client's responsibility to submit data in the correct format
- ✓ Submit Sample Files within a timely manner while communicating any issues to InSync
- ✓ Commit to the Timeline meetings to ensure everyone remains involved and project stays on track
- ✓ Prepare billing staff to work current aged receivables down as much as possible. There will be no financial data imported

### After Data Import

**After sending the final data files to InSync, it is imperative that the office is prepared to track changes manually until the data is converted.** The following is the office's responsibility to manually enter after the final import and will **not** be included in your import:

- Patient Financial history
  - Billing staff can enter historical financial data to include balance forward bills and unapplied patient credits
- Discrete Clinical data including diagnosis codes, current meds/allergies, treatment plans, etc.
  - Staff can enter the patient's diagnosis straight from the demographics.
- New Patient/Client Accounts
- Updated Existing Patient Demographics
- Modified Appointments (i.e.:/ Cancellations, Visit type, Duration, etc.)
- New Appointments
- If Applicable:*
  - New Encounter Notes (i.e.:/ Progress, Evaluation Documentation closed the week prior)
  - Modified Documents
  - Scanned Documents



BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83401  
Phone: (208) 236-7210 • Fax: (208) 236-7363

ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Procurement

**Item to be considered/background:**

To discuss a request for (1) potential signatures on a project agreement with PaveConnect through the Equalis cooperative, (2) potential signatures on a contract with CR Fence Company, and (3) a procurement update.

**How much time will be needed? Meeting date requested:**

10 minutes

2/24/26

**Does this item involve a contract, agreement, external funding application or award acceptance?**

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

**List of attendees:**

Daniel Kendall and Charity Staggs

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:  
Date: 2/24/26 Time: \_\_\_\_\_



Customer Name: Bannock County

Contact Name: Daniel Kendall

Project Name: Bannock County Courthouse (Pocatello, ID)

Project Address: 624 East Center Street

City: Pocatello State: ID Zip: 83204

Project #: 2026.007 Contract # / CPN #: #R10-1103A

Project Type: Mill & Pave

Submittal Date: 2/12/26

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Sales Manager Name: Keifer Klauser

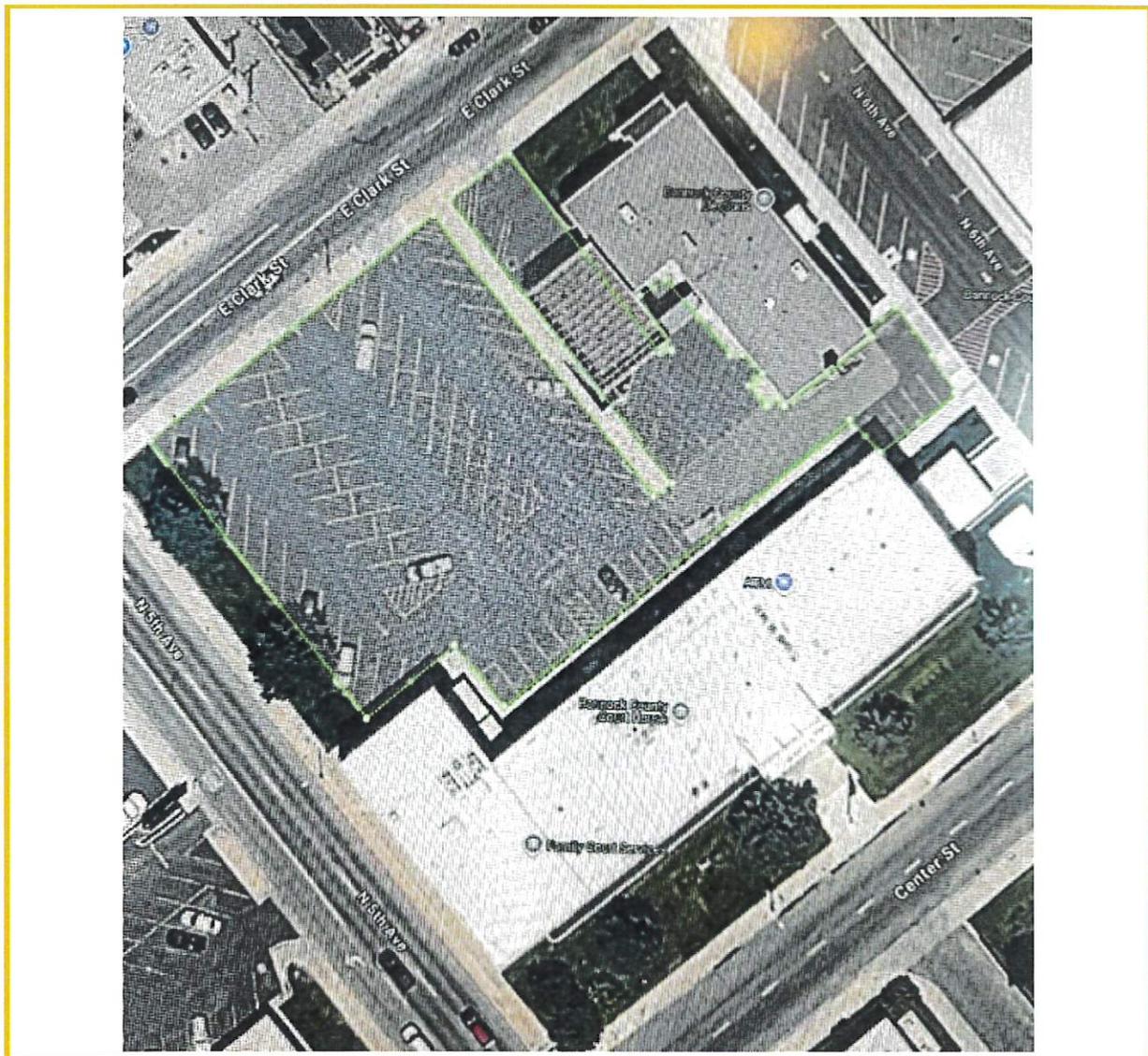
Sales Manager Phone: 208-339-5119

Sales Manager Email: Keifer.Klauser@roofconnect.com

*The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.*



## OVERVIEW





## SCOPE OF WORK

### » Base Bid:

#### MILL AND PAVE

1. 2.5" Mill and Pave | 33,800 SF
  - Mill pavement to a depth of 2.5".
  - Remove and haul all debris off site.
  - Apply tack coat to promote adhesion.
  - Supply and install 2.5" of hot mix asphalt. Roll to compaction.

### » Safety and Project Preparation:

All safety and project preparation to be discussed in required pre-construction meeting.

Does not include repair of any underground utilities.

### » Miscellaneous:

If additional mobilizations are required due to site not being ready on the scheduled date, additional charges will incur.

Pricing subject to change if full scope of work is not approved.

Repairs may necessitate permits. The need for permits will be confirmed upon approval of the proposal. Please note that any associated permitting costs and fees will be charged additionally



### SCOPE OF WORK

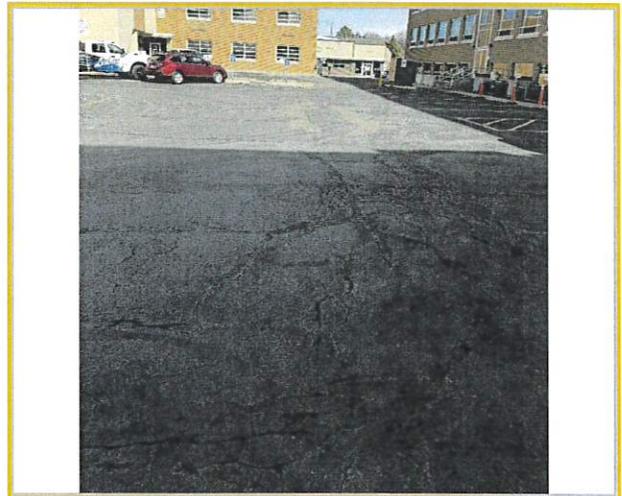
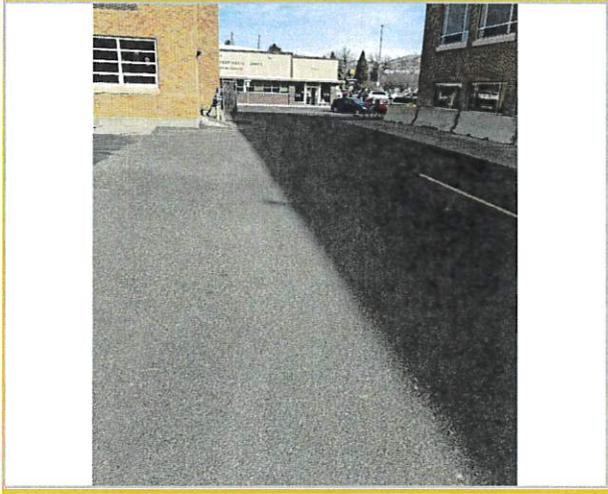
	Description	Quantity	Units	Cost	Total Cost
1.	2.5" Mill and Pave	33800	SF	\$ 4.02	\$ 135,876.00
2.					\$ 0.00
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
<b>Total :</b>					\$ 135,876.00
<b>Taxes &amp; Fees* :</b>					\$ 0.00
<b>Base Bid Total :</b>					\$ 135,876.00

*\*All applicable taxes included. See all terms, conditions, & exclusions.*

**Base Bid Total: \$ 135,876.00**

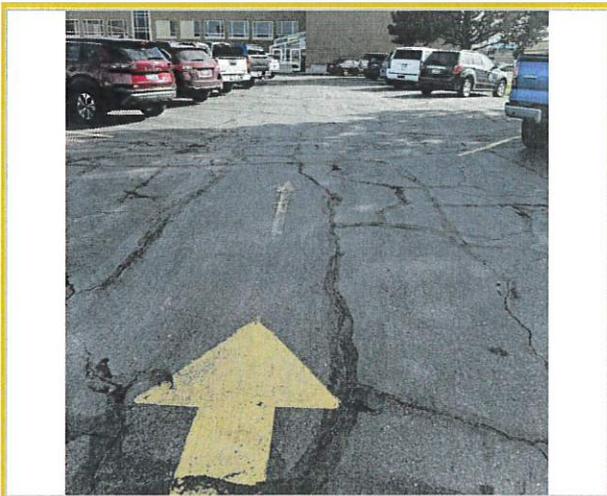


## PICTURES



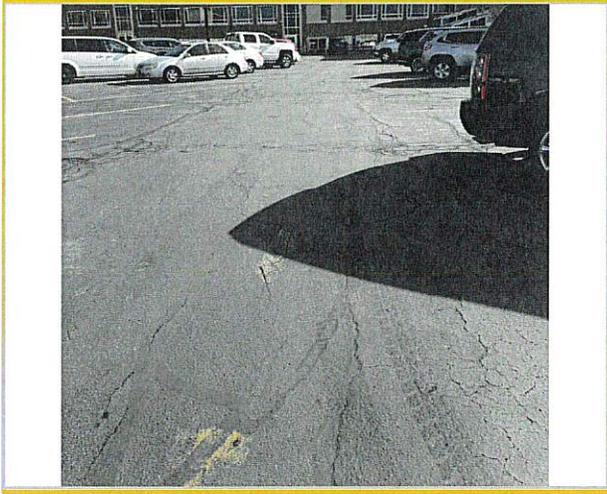


## PICTURES





## PICTURES





## PAYMENT TERMS

### »» Schedule or Reimbursement

- \_\_\_\_\_ due upon delivery of materials
- 100% \_\_\_\_\_ due upon substantial completion of project
- \_\_\_\_\_ due upon acceptance and issuance of warranty

**Notes:** The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

### »» Exclusions:

Survey & Staking, Traffic Control, Concrete Work, Permits, Testing, Striping, Flagging, Dewatering, Erosion Control, Turf Restoration, Subgrade or Soil Corrections, Valve Box / Casting Adjustments, More than 1 Mobilization Unless Stated Otherwise Within The Scope of Work.



## ACCEPTANCE OF TERMS

» As authorized representative of Bannock County, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid	\$ 135,876.00	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
Pavement Markings per Existing	\$ 2,750.00	<input type="checkbox"/>
		<input type="checkbox"/>

Accepted By:

Name: Ernie Moser

Signature: \_\_\_\_\_

Approval Date: Feb. 24, 2026

Approved Contract Amount: \$135,876.00

Purchase Order Number: N/A



## PROJECT AGREEMENT TERMS AND CONDITIONS



1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.

2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.

3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.

4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can not legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.

6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.

7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as



## PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directors and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying party to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered



## PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by, the laws of the State in which the project is completed.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in the state in which the project is completed. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services

## LAVA RANCHES FUELS REDUCTION PHASE 2

2025

**CONTRACT FOR BRUSH REMOVAL PROJECTS**

This contract is entered into this <sup>24<sup>th</sup></sup>~~21~~ Day of February, 2026 by and between Bannock County, herein referred to as "County" and CR Fence Company, LLC, herein referred to as "Contractor".

**ARTICLE 1 - THE WORK**

## 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to complete the specifications described in the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents.

**ARTICLE 2 - CONTRACT DOCUMENTS**

## 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor, Project Field Specialist and Project Administrator shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the County. County will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. County will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents prepared by County or its consultants.

## 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Performance bond.
  - 3. Request for Services
  - 4. Pre-bid Documents
    - a. Bidding Sheet
    - b. Project Map
  - 5. Addenda.

## LAVA RANCHES FUELS REDUCTION PHASE 2

2025

6. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Change Orders
  - b. Addenda

**ARTICLE 3 - PROJECT MANAGEMENT**

## 3.01 Project Management

- A. This Project will include an Administrator and On-site Field Specialist, designated by County.

**ARTICLE 4 - CONTRACT TIMES**

## 4.01 Contract Times

- A. The Work will be completed and ready for final payment on or before the completion deadline set in the project documents.

## 4.02 Liquidated Damages

- A. Contractor and County recognize that time is of the essence in the performance of the Contract, and that County will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for final completion.

## 4.03 Delays in Contractor's Progress

- A. If County, Project Field Specialist, Project Administrator, or anyone for whom County is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of County, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

## LAVA RANCHES FUELS REDUCTION PHASE 2

2025

**ARTICLE 5 - CONTRACT PRICE**

## 5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, in an amount not to exceed that which is described in the project documents for all Work. Payments shall not be made until work is completed to standards set forth in the Contract Documents.

**ARTICLE 6 - BONDS AND INSURANCE**

## 6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

## 6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located. Contractor shall provide insurance in accordance with the following:
  - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. \$1,000,000 Per Occurrence
    - b. \$2,000,000 Policy Aggregate
    - c. \$1,000,000 Products Liability/Completed Operations
    - d. \$1,000,000 Personal and Advertising Injury
    - e. \$ 50,000 Fire legal
    - f. \$ 5,000 Medical Payments
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Blanket contractual liability coverage to the extent permitted by law;
  - 2. Broad form property damage coverage; and

## LAVA RANCHES FUELS REDUCTION PHASE 2

2025

3. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list County as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to County that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during work to any property that may be located on, or adjacent to the project site.
- H. If Contractor has failed to obtain and maintain required insurance, County may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

**ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES****7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of the work.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the County except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

**7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of County, any other contractor, or any utility owner performing other work at or adjacent to the Site.

**7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

## LAVA RANCHES FUELS REDUCTION PHASE 2

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equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

## 7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

## 7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

## 7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

## 7.07 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract

## LAVA RANCHES FUELS REDUCTION PHASE 2

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Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

**7.08 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless County and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

**ARTICLE 8 - COUNTY'S RESPONSIBILITIES****8.01 County's Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. County shall make payments to Contractor as provided in this Contract.
- C. County shall obtain permission to perform the work.
- D. If County intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The County shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. County will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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- F. While at the Site, County's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which County has been informed.
- G. County shall furnish copies of any applicable County safety programs to Contractor.

**ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION**

## 9.01 Project Manager's Status

- A. Project Manager will be County's representative during work. The duties and responsibilities and the limitations of authority of Project Manager as County's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the nature of the work. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**ARTICLE 10 - CHANGES IN THE WORK**

## 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work.

## 10.02 Change Orders

- A. County and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change;
  - 2. Changes in the Work which are: (a) ordered by County or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project

## LAVA RANCHES FUELS REDUCTION PHASE 2

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- Manager's recommendation if the change in the Work involves the specifications, (as set forth in the Contract Documents), or other Project Management or technical matters; and
3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS****11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
1. Review the subsurface or physical condition in question;
  2. Determine necessity for County obtaining additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within the differing site condition as stated herein;
  4. Prepare recommendations to County regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Specifications; and
  5. Advise County in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, County shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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**ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

## 12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, County or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the County and Contractor both agree to an alternative dispute resolution process.

**ARTICLE 13 - INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

## 13.01 Inspections

- A. County and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

## 13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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**ARTICLE 14 - PAYMENTS TO CONTRACTOR**

## 14.01 Applications for Payments:

- A. Contractor shall submit an payment
- B. Payment
- C. to the Project Manager, no more than twice during the project period, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

## 14.02 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the invoice for payment to County or return the invoice to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the invoice for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect County from loss because the Work does not meet the specifications set forth in the Contract Documents.
- C. The County is entitled to impose set-offs against payment based on any claims that have been made against County on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

## 14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

## 14.04 Completion &amp; Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with County and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.05 Final Payment

- A. Contractor may invoice for final payment after Contractor has satisfactorily completed all Work defined in the Contract.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;

## LAVA RANCHES FUELS REDUCTION PHASE 2

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3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to County free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all disputes that Contractor believes are unsettled; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

**14.06 Waiver of Claims**

- A. The making of final payment will not constitute a waiver by County of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against County other than those pending matters that have been duly submitted.

**ARTICLE 15 - SEVERABILITY****15.01 Severability**

- A. If any part of this Agreement is held unenforceable, the remaining portions will nevertheless remain in full force and effect.

**ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION****16.01 County May Suspend Work**

- A. At any time and without cause, County may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

**16.02 County May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that County is considering a declaration that Contractor is in default and termination of the Contract, County may proceed to:
  1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to County under any applicable performance bond.
- C. County may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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- D. Subject to the terms and operation of any applicable performance bond, if County has terminated the Contract for cause, County may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and complete the Work as County may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to County.

## 16.03 County May Terminate for Convenience

- A. Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

## 16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by County or under an order of court or other public authority, or (2) County fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

**ARTICLE 17 - CONTRACTOR'S REPRESENTATIONS**

## 17.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
  - a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 18 - MISCELLANEOUS****18.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

**18.02 Limitation of Damages**

- A. Neither County, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**18.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

## LAVA RANCHES FUELS REDUCTION PHASE 2

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## 18.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

## 18.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

## 18.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

## 18.07 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

## 18.08 Designated Representatives

**ADMINISTRATOR/PROJECT MANAGER**

Charity Staggs  
 Southeast Idaho Council of  
 Governments  
 214 E. Center St., Suite 10  
 Pocatello, ID 83201  
 208-233-4535 x 1015 office  
 208-847-8892  
[charity.staggs@sicog.org](mailto:charity.staggs@sicog.org)

**COUNTY**

Wes Jones –Management Director  
 Office of Emergency Management  
 Bannock County  
 5500 South 5<sup>th</sup> Ave.  
 Pocatello, ID 83205  
 208-236-7104  
[wjones@bannockcounty.us](mailto:wjones@bannockcounty.us)

**CONTRACTOR**

Cody Redford – Owner  
 CR Fence Company, LLC  
 PO Box 76  
 Inkom, Idaho 83245  
 (208) 317-4804  
[cody@crfenceidaho.com](mailto:cody@crfenceidaho.com)

LAVA RANCHES FUELS REDUCTION PHASE 2

2025

IN WITNESS WHEREOF, County and Contractor have signed this Contract.

This Contract will be effective on 2/24/26.

DATED this 24<sup>th</sup> day of Feb., 2026.

COUNTY:

CONTRACTOR:

BANNOCK COUNTY COMMISSIONERS

CR Fence Company, LLC

\_\_\_\_\_  
Jeff Hough, Chairman

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
Ernie Moser, Commissioner

Its \_\_\_\_\_  
(Title or Office)

\_\_\_\_\_  
Ken Bullock, Commissioner

WITNESS:

ATTEST:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

\_\_\_\_\_  
Clerk of Bannock County

Bids in progress

Active Bids

Closed Bids

Projects in progress

Projects Completed

3

1

3

2

5

Procurement Metrics

Active	Department	Description	Budget Allocated	Status Update
In Progress	Noxious Weed	Noxious Weed Chemicals		2/3 drafting State of Idaho piggyback
In Progress	Road & Bridge	Magnesium Chloride		1/27 Reviewing piggyback options
In Progress	Facilities	Replace Courthouse Parking Lot	175,000	2/24 Equalis Co-op contract use
No	Road & Bridge	Small Engine Services	xx	No award; Request for Information
No*	Event Center	Master Planning Service	\$	12/18 (5) RFQs under evaluation
No*	Emergency Management	Lava Rachnes Fuels Reduction Phase II	151,500	1/30 BOCC awarded to CR Fence Company
Yes	Road & Bridge	Storage Building	600,000	2/13 issued addendum #4; 12/11 issued addendum #3; 12/4 issued addendum #2
No	Planning & Development	Plat Review	10,000	11/6 BOCC awarded roster spots to Matthew Baker, Adam Thayer, & Stewart Ward
No	Road & Bridge	Roof Replacement	500,000	10/2 BOCC awarded to Thomas D. Robison Roofing, Inc
No	Road & Bridge	Road Salt	\$	9/23 BOCC awarded bid to Speciality Construction Supply
No	Landfill	Scale House Project	3,500,000	9/30 BOCC rejects all bids

\* Project in progress


**BANNOCK COUNTY COMMISSIONERS**

624 E. Center, Pocatello, ID 83201  
 Phone: (208) 236-7210 • Fax: (208) 232-7363

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

update on BC Events fund

Date of meeting being requested:

02/24/2026

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees: *Scott Crowther*





BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83201  
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Matthew K. Phillips / Human Resources & Risk Management

**Item to be considered/background:**

Personnel approval request with potential to enter executive session under personnel IC 74-206 (1) (a) and (b).

**How much time will be needed? Meeting date requested:**

5 minutes

2/24/26

**Does this item involve a contract, agreement, external funding application or award acceptance?**

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

**List of attendees:**

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:  
Date: 2/24/26 Time: \_\_\_\_\_

**BOARD OF BANNOCK COUNTY COMMISSIONERS  
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of February 17 and 19, 2026, as approved during the meeting of February 24, 2026.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chair

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Ernie Moser, Member

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Ken Bullock, Member

ATTEST:

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Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, February 17, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jonathan Radford

### Agenda Details

AGENDA	
	Regular Business Meeting (action item)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Discussion about a Bannock County Tax Exemption Ordinance Pursuant to Idaho §63-602nn (potential action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Karen Trumbull, Office of Emergency Management, requesting signature on Professional Services Contract for Technical Assistance Services (requested 10 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Kristi Davenport, Commission Office, requesting approval of and signature on a Fairgrounds Contract with waived fees for the Idaho Association of Counties Spring County Officials Institute (requested 5 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Kiel Burmester, Public Works, seeking Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>Jason Dixon, Clerk, seeking an Executive Session under Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency with potential action following adjournment of Executive Session (requested 15 minutes) (action item)</li> </ul>
7	<b>RESOLUTIONS AND ORDINANCES (action items):</b>
	Resolution No. 2026-12 Authorization and Order to Reallocate Funds
8	<b>LETTERS AND NOTICES (action items):</b>
	Public Hearing Notices
9	<b>CONSENT AGENDA (action items):</b>
	<ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Mileage and Travel Approvals</li> <li>Minutes: Approval of and signature on certification for meeting minutes for February 10 and 12, 2026</li> </ul>
10	Interview for Board of Community Guardians board with Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)

## Meeting Notes

- 1 9:00 AM Hough called the meeting to order. There were no cremation applications for review.
- 2 9:19 AM Assessor Anita Hymas and Chief Deputy Assessor Randy Hobson appeared. Radford reviewed a draft §63-602NN ordinance. Input was requested for tiers and application process. Hymas reviewed concerns. Discussion ensued on a process, check list, scoring matrix, requiring 100% of the median wage and accountability with yearly reporting, and giving a pro rata exemption for the percentage of completion of the agreement.
- 3 9:00 AM Charity Staggs also appeared. Trumbull explained the contract for grant writing and other services. Staggs reviewed the contract has been used for grant writing, but not always for Bannock County. That has not worked well with some reporting issues and the smaller districts not qualifying for grants. Discussion ensued on funding, the SHSP grant. The contract would be paid from funds on a previous grant that are use it or lose it. Concerns were discussed regarding the scope of the contract. 9:18 AM Bullock moved to approve the agreement. The motion passed with Hough and Bullock voting for. Moser opposed.
- 4 9:38 AM Davenport requested a fee waiver for the Exhibit Hall for an IAC event. Moser moved to approve a fee waiver. The motion passed.
- 5 9:39 AM Assistant Public Work Director Buddy Romriell also appeared. Hough moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel and under Idaho Code §74-206(1)(c) to acquire an interest in real property for the Clerk's discussion. The motion passed by roll call vote. 9:51 AM Romriell and Burmester exited.
- 6 9:57 AM Hough moved to exit executive session. The motion passed.
- 7 9:57 AM Moser moved to approve Resolution 2026-12. The motion passed.
- 8 9:58 AM Bullock moved to approve the publication of the public hearing notices. The motion passed.
- 9 9:58 AM Moser moved to approve the items on the consent agenda. The motion passed.
- 10 9:59 AM Moser moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. Allen and Dixon exited. 10:12 AM Hough moved to exit executive session. The motion passed. Bullock moved to appoint Valentina Reudter to the Board of Community Guardians. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Legal will edit draft tax exemption ordinance for review.	Legal
Contract with SICOG for professional services was approved.	OEM
Fee waiver for Exhibit Hall granted for IAC.	Parks & Rec
Executive session was held for personnel matters and discussion regarding property.	Clerk
Resolution 2026-12 Authorization and Order to Reallocate Funds was passed.	Clerk
Publication notices for rezone and vacation public hearings were signed.	Planning/Clerk
Items in the consent agenda were approved.	Auditing/Resolution
Valentina Reudter was approved for appointment to the Board of Community Guardians following executive session.	Clerk/Commission/BOCG



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, February 19, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Jonathan Radford, and PIO Emma Iannacone

### Agenda Details

AGENDA	
	Work Session and Claims Meeting (action items)
	<b>Agenda:</b>
1	• <del>Hal Jensen, Planning and Development, requesting to discuss Memorandum of Understanding with Fort Hall (requested 10 minutes) (action item)</del>
2	• Scott Crowther, Event Center/Wellness Complex, seeking review and signature on (1) Rental Agreement with Pocatello Downs, (2) Rental Agreement with Professional Rodeo Cowboy Association (PCRA), (3) Event Center Contract with Donor Connect, and (4) Event Center Contract requesting a fee waiver with University of Idaho/Bannock County Extension (requested 10 minutes) (action items)
3	• Nikola Ennis, UI Bannock County Extension, requesting to provide program updates
4	• Dillon Evans, Solid Waste, requesting signatures for Payment and Performance Bonds as well as the contract for the Landfill Entrance Facility with Great West Engineering (requested 5 minutes) (action item)
5	• Dan Kendall, Buildings and Grounds, providing a monthly update
6	<b>Claims Agenda:</b>
	• Board of Ambulance District: Invoices and Commissioner Report
	• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
	• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
	• Payroll Report
	• Alcohol Licenses and Permits
	• Certificate of Residency Approval
	• Mileage Reimbursement Requests
	• Technology Request Form
	• Memorandum Authorization for Accounts Payable
	• Cardholder User Agreement and Authorization

### Meeting Notes

- 9:00 AM Hough called the meeting to order.

- 2 9:00 AM LuKrena Schoonover also appeared. Crowther reviewed the Pocatello Downs contract is similar to the last few years. Concerns were discussed regarding water usage, curtailments, and adding to the fee schedule. A public hearing to add a fee will have to be scheduled. The contract was tabled to look into the water issue.  
 9:17 AM Amber Davis with Donor Connect appeared. Crowther reviewed the event. Davis reviewed the funds are for education. Fee waiver requested for pavilion. Moser requested the 988 crisis hotline number be added to flyers similar to sponsorships. Bullock moved to approve the contract. The motion passed.  
 9:20 AM Nikki Ennis appeared and reviewed the planned community event and request for fee waiver. Moser moved to approve the agreement. The motion passed.  
 9:21 AM Crowther reviewed a contract for the PRCA Big Bucks Pro Rodeo. Discussion ensued on water and dates. Hough moved to approve the contract. The motion passed.
  
- 3 9:31 AM Jennifer Reader, Extension Educator, also appeared. Ennis gave updates on the master gardner program, commodity schools, and research. Reader gave updates on programs, trainings, education, and home food preservation classes. Ennis updated the Board on 4-H programs, a fair logo contest, and YDC classes. They have a student working on putting together a community needs assessment. Questions were addressed on 4-H participation and plans for the America 250 celebrations.
  
- 4 9:41 AM Stephanie Wilke with Great West Engineering and Kyle Frost, Assistant Landfill Manager also appeared. Evans presented a contract and bonds for the scale house project. Contract costs and the engineering fee might come in slightly over budget, but can be absorbed in the budget. Moser moved to approve the contract. The motion passed.
  
- 5 9:44 AM Kendall gave updates on the fob entry for the Exhibit Hall and reviewed projects coming up, the annex sewer, the boiler, and parking lot.
  
- 6 9:56 AM Bullock moved to approve the items on the claims agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Events contracts reviewed with fee waivers being granted for Donor Connect and Ag Extension; PRCA Big Buck Pro Rodeo contract was approved; and Pocatello Downs contract was tabled.	Parks and Rec
Ag Extension and Buildings and Grounds department updates were given.	Info only
Contracts and bonds were approved with Great West Engineering and Staker & Parson DBA Idaho Materials and Construction for the Landfill scale house and entrance project.	Landfill/Procurement
Items on the claims agenda were approved.	Auditing/Resolution