

SUMMARY STATEMENT
Carelon Behavioral Health, Inc., v. State
Docket No. 51462

This appeal concerned the availability of an original civil action against the State arising under Idaho's State Procurement Act, Idaho Code section 67-9201, *et seq.* In 2021, the Idaho Department of Administration's ("the Department") Division of Purchasing issued an invitation for vendors to bid on a contract to provide behavioral health and substance-abuse services on behalf of the Idaho Department of Health and Welfare ("IDHW"), as part of Idaho's Behavioral Health Plan ("IBHP"). Carelon Behavioral Health, Inc. ("Carelon") was one of three bidders and was initially chosen as the winner of the contract. However, the other two bidders, Magellan Healthcare ("Magellan") and United Behavioral Health ("Optum"), both challenged the Department's notice of intent to award the contract to Carelon, arguing that Carelon was ineligible to bid under Idaho Code section 67-9230(8) because the State had previously paid Carelon for services they argued were used in creating the specifications of the contract. The Director of Administration ("Director") appointed a determinations officer to consider the matter and, following receipt of the determinations officer's recommendations, ultimately agreed that Carelon was ineligible to bid. The contract was subsequently awarded to Magellan.

Carelon subsequently filed a complaint, alleging four claims seeking to overturn the Director's decision that it was barred from bidding on the contract. Carelon also sought a writ of mandate ordering the Director and Purchasing Administrator to terminate the contract with Magellan and reinstate the notice of intent to award the contract to Carelon. In addition, Carelon raised two constitutional claims: (1), the State Procurement Act violated the separation of powers doctrine under the Idaho Constitution; and (2) Idaho Code section 67-9230(8) was void for vagueness.

The district court dismissed the non-constitutional claims for lack of subject matter jurisdiction and denied Carelon's request for a writ of mandate, concluding that these claims constituted a collateral attack on the Director's determination and were therefore a request for judicial review prohibited by the former version of the State Procurement Act, Idaho Code sections 67-9232(a)(ii) and 67-9229 (2023). The district court further held that the State Procurement Act did not violate the separation of powers doctrine, and that section 67-9230(8) was not void for vagueness.

The Idaho Supreme Court affirmed the district court's dismissal of Carelon's complaint. The Idaho Supreme Court held: (1) Carelon's four non-constitutional claims were a request for a judicial review expressly prohibited by the State Procurement Act, Idaho Code sections 67-9232 and 67-9229; (2) a writ of mandate was not appropriate under the circumstances; (3) the State Procurement Act's restrictions on judicial review did not violate the separation of powers doctrine under the Idaho Constitution; and (3) Idaho Code section 67-9320(8) is not void for vagueness under the Due Process Clause of the United States Constitution.

*****This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.*****